



ANNEX 5

Special Conditions

The United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand agree to the following Special Conditions which amend the UNDP General Conditions of Contract for Goods and Services (the “General Conditions”), attached as Annex II to the Contract. The General Conditions are hereby amended as follows:

1. Article 16.2 (Copyright, Patents and other Proprietary Rights) of the General Conditions shall be replaced by the following new Article 16.2:

“16.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract and the nonrevocable right to sublicense such use to the Ministry of Health of Indonesia, as further specified in the Terms of Reference”.