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Bill & Melinda Gates Foundation
Vice President
Finance
www.gatesfoundation.org

April 21, 2014

Mariana Garcés Córdoba
Minister of Culture
Ministry of Culture of Colombia
Carrera 8a No. 8-31
Colombia

Re: Global Development Grant Number OPP1084564
Colombia Country Grant

Dear Ms. Garcés Córdoba:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award the Ministry of Culture of Colombia ("you" or "Ministry of Culture") a grant in the amount of \$15,129,857.00 USD for the period beginning on the date this agreement has been signed by all parties (the "Start Date") to March 31, 2018 (the "Grant Period"). The Ministry of Culture, in its sole discretion, has selected the National Library of Colombia (the "National Library," and together with the Ministry of Culture, the "MOC/NL"), an Administrative Unit of the Ministry of Culture, to implement the Project (defined below). The Ministry of Culture enters into this Grant Agreement pursuant to Articles 62 and 355 of the Political Constitution, Article 13 of Law 80 of 1993, and Article 20 of Law 1150 of 2007.

Charitable Purpose of the Grant. The charitable purpose of this grant is to implement the overall vision of libraries in Colombia being spaces with adequate technology and resources where people, according to their needs, access services that promote digital inclusion, culture, education and e-Government, as described in your proposal (the "Proposal") and budget (the "Budget") dated February 17, 2014 (together, the "Project").

Tax Status. Ministry of Culture is the government of Columbia or an agency or instrumentality thereof, and you have provided the Foundation with a Non-U.S. Government Entity Affidavit (the "Affidavit"). Based on the Affidavit and supporting documentation, the Foundation has made a good faith determination that Ministry of Culture will be treated as an organization described in section 509(a)(1) of the Internal Revenue Code of 1986. You agree to advise us immediately if any of the facts contained in the Affidavit change during the Grant Period.

Use of Grant Funds. Grant funds may only be used for the Project. Any Budget cost category change of more than 10% must be approved in writing by the Foundation in advance. You may not use the grant funds to reimburse any expenses you chose to incur prior to the Start Date. The MOC/NL agrees to instruct the Fiscal and Procurement Agent (defined below) to promptly return any grant funds unexpended or uncommitted at the end of the Grant Period to the Foundation.

Political Campaign/Lobbying Activity. Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. There is no agreement, oral or written, permitting the grant funds to be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other grant funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to

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comply with lobbying, gift and ethics rules applicable to the Project under local, state, federal or foreign law.


Investment of Grant Funds. Grant funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Foundation requires you to report the amount of any interest or other income generated by the grant funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project.

Anti-Terrorism. You confirm that you are familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government. You will use reasonable efforts to ensure that you do not support or promote terrorist activity or related training, or money laundering.

Subgrants and Subcontracts. You have the exclusive right to select subgrantees and subcontractors for the Project. The Foundation has not earmarked the use of the grant funds for any specific subgrantee or subcontractor. You, and not the Foundation, are responsible for ensuring that all subgrantees and subcontractors use grant funds consistent with this Grant Agreement and the Proposal. Neither you nor your subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors you engage to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that Ministry of Culture of Colombia is the Foundation's grantee and that you are a subgrantee or subcontractor of Ministry of Culture of Colombia for the Project."

Payments and Reports. As described in detail in the Proposal, Crown Agents USA, Inc. ("Fiscal and Procurement Agent" or "Crown Agents") will provide fiscal and procurement services for the Project for the MOC/NL. The Foundation will disburse all grant funds directly to Crown Agents, which will in turn expend the grant funds for the sole benefit of the Project at such times and in such manner as the MOC/NL as grantee and implementing agency of this Project, shall determine. The Foundation acknowledges that the Foundation will not disburse grant funds directly to the MOC/NL, but rather, that Crown Agents will procure all necessary goods and services for the Project for the MOC/NL and at the MOC/NL's direction.

Payment Date	Payment Amount	Investment Output, Milestone, or Reporting Deliverable	Due by	Reporting Period
Within 15 days of countersigned grant agreement	\$4,250,000.00	Countersigned Grant Agreement, and Signed Procurement and Service Contract between the Foundation and the Fiscal and Procurement Agent		
November 2014	\$2,275,107.00	Progress check in	October 31, 2014	Start Date through


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		call with the Program Officer		October 31, 2014
March 2015	\$3,149,001.00	Annual Progress Report	January 15, 2015	Start Date through December 31, 2014
		Interim Narrative Report	July 31, 2015	January 1, 2015 through June 30, 2015
March 2016	\$3,079,028.00	Annual Progress Report	January 15, 2016	January 1, 2015 through December 31, 2015
		Interim Narrative Report	July 31, 2016	January 1, 2016 through June 30, 2016
March 2017	\$2,376,721.00	Annual Progress Report	January 15, 2017	January 1, 2016 through December 31, 2016
		Interim Narrative Report	July 31, 2017	January 1, 2017 through June 30, 2017
		Final Report	May 31, 2018	Start Date through March 31, 2018
AWARD TOTAL	\$15,129,857.00			

Investment Outcomes, Outputs, and Milestones. For a report to be satisfactory, you must demonstrate meaningful progress against the investment outcomes, outputs, and/or milestones contained in this Grant Agreement and the Proposal. Investment outcomes, outputs, and milestones may be added or modified during the Grant Period. The Foundation will confirm any agreed changes in writing.

Milestones	Due Date
Training plan that reflects regional and stakeholder-buy-in, with focus on long-term sustainability	September 2014
Plan for complementary technology, including specifications that match existing technology infrastructure in libraries, community and librarians' needs, and plans for sustainability	September 2014
Plan for management of Innovation Fund, in line with priorities described in the proposal (no funds to be expended from this Fund until the plan has been agreed upon)	December 2014
Sustainability plan with expected yearly financial milestones	June 2015

Report Templates. You, in coordination with the Fiscal and Procurement Agent, are required to submit one or more reports regarding the expenditure of grant funds and your progress on the Project. The Foundation will send you report templates for this grant. These templates and guidelines are subject to change. Please submit reports electronically to your Program Officer and Grants Coordinator. The

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Foundation will send you an email with the contact information for these individuals. You also agree to submit other reports that the Foundation may reasonably request.

Record Maintenance and Inspection. The Foundation requires that adequate records be maintained for the Project by the MOC/NL and the Fiscal and Procurement Agent to enable the Foundation to easily determine how the grant funds were expended. Your books and records must be made available for inspection by the Foundation or its designee at reasonable times to permit us to monitor and conduct an evaluation of operations under this grant.

Compliance. The Foundation has the right at its discretion to terminate or suspend the grant or withhold payment if (a) the Foundation is not reasonably satisfied with your progress on the Project; or (b) significant leadership or other changes occur that the Foundation believes may threaten the Project; or (c) you fail to comply with any term or condition of this Grant Agreement. On termination, if requested by the Foundation, you agree to instruct the Fiscal and Procurement Agent to promptly return to the Foundation any unspent and uncommitted grant funds (as of the date of termination) previously distributed by the Foundation to the Fiscal and Procurement Agent for the Project.

Public Access. You will make the results of the Project or any reports or other publications regarding the Project funded by this grant (collectively, the "Materials") available to the public: (i) on hard copy media free of charge (other than reasonable processing and shipping costs) and/or (ii) for free unlimited access and use via an Internet site, which you will use reasonable efforts to have listed with major Internet search engines.

Global Access. You will conduct and manage the Project and the resulting products, services, processes, technologies, materials, software, data and/or other innovations (collectively, "Funded Developments") in a manner that ensures "Global Access." *Global Access* requires that (a) the knowledge and information gained from the Project be promptly and broadly disseminated and (b) the Funded Developments be made available and accessible at an affordable price (i) to people most in need within developing countries or (ii) in support of the U.S. educational system and public libraries, as applicable to your proposed Project. The Foundation is making this grant in reliance on the descriptions and answers provided to the Foundation in your Proposal and during the course of any pre-award and post-award due diligence. Your Global Access obligations will survive the Grant Period.

Grant Announcements, Public Reports and Use of Foundation Name and Logo. The Foundation will include information on this grant in our periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or announcement regarding the award of this grant, you must obtain advance approval from the Foundation of the press release and the date of release. You also agree to obtain advance approval from the Foundation for any other use of the Foundation's name or logo. The Foundation requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Please contact the Foundation at Grantee.Comms@gatesfoundation.org at least two weeks before any press release, announcement or other publication date. Further information is available at:

http://www.gatesfoundation.org/grantseeker/Documents/Guidelines_Communications_for_Grantees.doc.

Counterparts; Original. This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you, the grantee, to deliver original signed documents.

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This Grant Agreement is made in 3 original counterparts in Spanish and 3 original counterparts in English, all of which shall constitute one and the same agreement. The Foundation, MOC/NL and Crown Agents shall each keep 1 original counterpart in Spanish, and 1 original counterpart in English.

In case of conflict, the English version of the Grant Agreement will govern.

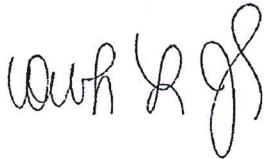
Assignment. This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your organization's assets.

Entire Agreement, Severability and Amendment. This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return this Grant Agreement to Mary Heinlein @ Mary.Heinlein@gatesfoundation.org. Please keep a copy for your records. If you have questions, please contact Anna Gibson at Anna.Gibson@gatesfoundation.org, Senior Officer, or +1 (206) 709-3476.

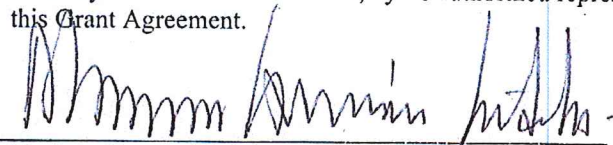
On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,



Deborah Jacobs
Director, Global Libraries
Global Libraries Division

Ministry of Culture of Colombia, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.



Mariana Garcés Córdoba
Minister of Culture

30 April, 2014

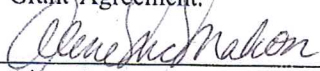
Date




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Crown Agents USA, by its authorized representative agrees to the terms and conditions of this Grant Agreement.



Alene McMahon
Director of Program Strategy and
Operations
Crown Agents USA, Inc.


Date