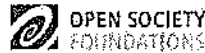


Foundation to Promote Open Society



George Soros
CHAIRMAN

Christopher Stone
PRESIDENT

November 10, 2017

Ignacio Mantilla Prada
Legal Representative of the National University of Colombia
Universidad Nacional de Colombia
Carrera 45 No 26-85 - Edificio Uriel Gutierrez
Bogota D. C.,
Colombia

Re: Grant Number OR2017-36192

Dear Ignacio Mantilla Prada:

The Foundation to Promote Open Society ("FPOS") is pleased to inform you that it has awarded Universidad Nacional de Colombia (the "Grantee") an Expenditure Responsibility grant in the amount of 150,875.00 USD for the period from November 27, 2017 through September 30, 2019. The purpose of the grant is to spark public debate and bring together researchers, civil society and both health and innovation policymakers to begin to advocate for national innovation policy that acknowledges public health priorities in Colombia, as described in the submitted proposal and budget dated May 26, 2017 (the "Project"). The grant shall be expended according to the Project proposal and budget as approved by FPOS. The Grantee may make cumulative adjustments among the amounts specified for the items of expenditure, excluding salaries and benefits, of up to 10 percent of the total funds awarded without FPOS's prior approval. We understand that Claudia Vaca shall be the person responsible for administering the grant on the Grantee's behalf.

This grant agreement supersedes the grant agreement between you and FPOS dated August 10, 2017. By your countersignature you hereby acknowledge and agree that the grant agreement between you and FPOS dated August 10, 2017 is void and without legal effect.

Upon receipt of the countersigned original of this Expenditure Responsibility agreement, and provided any outstanding reporting requirements resulting from this or previous FPOS grants have been satisfied, and provided that a representative of the Grantee has registered with FPOS's online Foundation Connect system, FPOS will pay the grant as set forth below:

Date	Amount
Upon receipt of countersigned agreement	75,437.50 USD
August 2018	75,437.50 USD

Under United States tax laws and by the terms of this grant, all funds paid to the Grantee pursuant to this agreement and any income earned thereon (together, the "Grant Funds") must be expended solely for charitable, scientific, literary, or educational purposes as described in Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). This grant is made solely for the purposes stated in this agreement, and the Grant Funds may not be expended for any other purpose without the prior written approval of FPOS. Any Grant Funds that are not expended or committed for the purposes of the grant must be returned to FPOS.

In addition, under Expenditure Responsibility, consistent with applicable United States tax law, the Grantee agrees:

- (1) to provide full and complete Expenditure Responsibility Reports accounting for the expenditure of all Grant Funds during every calendar year (or part of a calendar year) in which it retains or expends the Grant Funds (the "Reporting Period"). The reports must include a narrative account, confirming compliance with the terms of the grant and describing the progress made and how the expenditure of the Grant Funds achieved or furthered the goals of the grant. In addition, the Grantee agrees to provide a financial statement itemizing how the Grant Funds were spent. Reports must be submitted to FPOS within 90 days of the end of each whole or partial calendar year;
- (2) that during the period in which any portion of the Grant Funds remain unexpended, those funds must be shown separately, as a distinct fund, on the Grantee's books for ease of reference and verification;
- (3) not to use any Grant Funds for any attempt to influence legislation as described in Section 4945(e) of the Code;
- (4) not to use any Grant Funds for any attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive, except as provided in Section 4945(f) of the Code;
- (5) not to use the Grant Funds to make any grants to other organizations — except United States public charities described in Sections 501(c)(3) and 509(a) of the Code — unless the Grantee both receives the prior written approval of FPOS and complies with applicable United States tax law with regard to such grants as set forth in Section 4945 and elsewhere in the Code;
- (6) not to use any Grant Funds to make grants to individuals for travel, study, research, or similar purposes; and
- (7) not to purchase any capital equipment (e.g., computers, furniture, buildings) totaling more than 1,500.00 USD per item during the term of the grant.

The Grantee additionally agrees to provide report(s) requested by FPOS as follows. Narrative reports shall detail progress made in achieving the Project's goals. Financial reports shall detail expenditures incurred and shall follow the structure of the Project budget. Expenses incurred in a currency differing from the currency in which the grant is fixed should be translated to the currency of the grant for reporting purposes using historic or weighted average foreign exchange rates calculated for the grant period.

Accordingly, reports shall be due on or before the dates set forth below:

Date	Report Type
March 31, 2018	Expenditure Responsibility
December 31, 2018	Financial Interim
December 31, 2018	Narrative Interim
March 31, 2019	Expenditure Responsibility
October 31, 2019	Financial Final
October 31, 2019	Narrative Final

FPOS hereby grants to the Grantee a revocable, one-time, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") for the specific purpose of accurately indicating this grant and for no other purpose. The Grantee agrees to use the Marks as depicted in artwork supplied by FPOS and further agrees not to state or imply either directly or indirectly that the Grantee or its activities are supported, endorsed, or sponsored by FPOS other than as stated in this Agreement. The Grantee shall notify FPOS of the placement and appearance of the Marks before each use by the Grantee. FPOS shall have the prior right to approve of the placement and appearance of the Marks before each use by the Grantee.

The Grantee must also provide copies of any publications resulting from the grant and acknowledge FPOS's support at the beginning of any publication (including film and electronic publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from the Open Society Foundations."

The Grantee agrees to provide upon request any other reports or information, whether or not required by the United States tax law, which FPOS believes necessary to keep it fully apprised of the status or use of any grant or income arising from such grant. The Grantee shall also allow FPOS staff or representatives to conduct evaluations and audits of the Project, which may involve visits to observe, review and discuss the Grantee's operations, financial records, and other materials connected to the Project.

The Grantee must keep written records of receipts and expenditures under the grant adequate to readily check the use of the Grant Funds, as well as copies of reports submitted to FPOS, for at least four (4) years after completion of the use of the Grant Funds. These records must be made available to FPOS or its designees for inspection at reasonable times upon request.

If the Grantee fails to use the Grant Funds for the stated purpose of the grant or if the Grantee fails to provide FPOS with a full accounting and description of how it spent the Grant Funds, and the Grantee does not cure such failure upon FPOS's demand, FPOS will immediately stop funding the Grantee and may be prohibited by law from awarding the Grantee any additional grants in the future.

You also acknowledge and agree to have any personal data included in your application and this agreement, held, processed and stored by FPOS and other entities within the Open Society Foundations for the purpose of processing the Grant and informing you of FPOS activities and events. Accordingly, you understand and agree to the transfer and processing of your personal data in countries where a standard of protection lower than the standard of protection of your country of residence or origin may exist. In addition, the Grantee agrees to allow FPOS to publish, in any printed or electronic medium, information regarding this grant.

The Grantee hereby agrees to consider licensing all Publications funded by this grant to the public under a non-exclusive Creative Commons license of the Grantee's choosing. The Grantee may choose to opt in or opt out of licensing Publications under a Creative Commons license by advising OSF in writing when returning a signed copy of this Agreement. The Grantee is advised to review <http://wiki.creativecommons.org/Grantees>, which contains information about the various Creative Commons licenses as well as information about how to contact Creative Commons should the Grantee want additional information.

It is expressly understood that by making this grant FPOS has no obligation to provide additional funding to the Grantee. This agreement is the entire agreement between the Grantee and FPOS concerning this grant. Any modification, waiver, or amendment of this agreement must be agreed to in writing by an authorized representative of the Grantee and an authorized representative of FPOS. Notwithstanding the foregoing sentence, if FPOS approves a no-cost extension request of this agreement from the

Grantee, FPOS electronic notification of such approval shall serve as an amendment of this agreement. A no-cost extension extends the grant period and/or modifies the reporting or payment schedules with no additional funding. Requests for no-cost extensions and other modifications shall be submitted through FPOS's online Foundation Connect system. The Grantee acknowledges that it is not relying on any representation of FPOS, except as set forth in this agreement, and that no representations FPOS may have made in the past survive.

This agreement is made subject, at all times, to FPOS's compliance with all applicable laws and regulations, which may impact grant processing and payments.

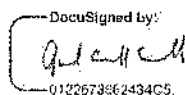
The Open Society Foundations ("OSF") has established the position of Ombudsperson to receive complaints about abuse of authority such as rudeness, invidious favoritism or bias, dishonesty, or other misfeasance by any entity or program within OSF, including by members of Boards or staff. Any such complaint regarding this grant should be addressed to the ombudspersons at ombudsperson@opensocietyfoundations.org. For more information about the role of the ombudspersons, please see the OSF website at www.opensocietyfoundations.org.

The Grantee should direct communications and reports to Jennifer Rasanathan, Program Officer, at jennifer.rasanathan@opensocietyfoundations.org. Reports may also be submitted online at www.opensocietyfoundations.org/grants/manage. For further information regarding Expenditure Responsibility and what this type of grant entails, please see <https://osf.box.com/US-Sourcing-Guidelines>.

Please sign below and return an executed copy of this agreement to Paige Granger, Grants Officer, keeping a copy for your records.

On behalf of FPOS, I extend my best wishes for the success of your project.

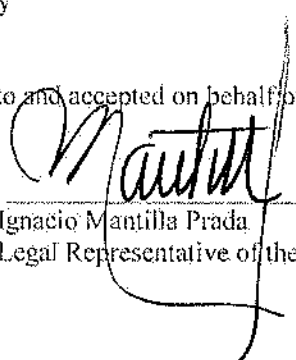
Sincerely,

DocuSigned by:

0122673862434C5

Gail Aidinoff Scovell
Secretary

Agreed to and accepted on behalf of Universidad Nacional de Colombia:

Signed:


Ignacio Mantilla Prada
Legal Representative of the National University of Colombia

Date: 28 NOV, 2017