

GEORGE SOROS  
Chairman

ARYEH NEIER  
President

August 17, 2010

Mr. Felipe Heusser  
Executive President  
Fundacion Ciudadano Inteligente  
Holanda 895, Providencia  
Santiago  
Chile

Re: Grant Number 20029768

Dear Mr. Heusser:

The Open Society Institute ("OSI") is pleased to inform you that the Latin America Program has awarded Fundacion Ciudadano Inteligente (the "Grantee") a matching grant in the amount of up to \$488,000.00 for the period from July 1, 2010 through June 30, 2012. The purpose of the grant is to provide support for the "VotaInteligente" project to promote accountability and citizen participation through information and communication technologies, as described in the submitted proposal and budget dated May 12, 2010 (the "Project").

The second installment of the grant will be paid following approval of satisfactory interim reports due January 1, 2011. The third installment of the grant will be paid following the approval of satisfactory interim reports due June 1, 2011. The final installment of the grant is contingent upon the Grantee raising one dollar for every dollar up to \$130,000.00. Matching funds must be from new sources of funding and exclude in-kind contributions. The Grantee must submit proof of matching funds, including copies of the signed donation agreements, no later than December 1, 2011 for the final installment to be paid. In the event that the Grantee does not raise all matching funds prior to December 1, 2011, OSI reserves the right to rescind the final installment on this grant.

Upon receipt of the countersigned original of this agreement, OSI will pay the grant as set forth below provided that: 1) any outstanding reporting requirements resulting from this or previous OSI grants have been satisfied; 2) a representative of Grantee has registered with OSI's online Grant Tracker system; and 3) the Grantee has met matching requirement.

Date	Amount of grant payment
August 2010	\$129,000.00
February 2011	\$129,000.00
July 2011	\$100,000.00
December 2011 (subject to a 1:1 match)	up to \$130,000.00

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 OSI. Any Grant Funds that are not expended or committed for the purposes of the grant must be returned to OSI.

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

- (1) not to use any Grant Funds for any attempt to influence legislation as described in Section 4945(e) of the Code;
- (2) 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;
- (3) 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 OSI and complies with applicable United States tax law with regard to such grants as set forth in Section 4945 and elsewhere in the Code; and
- (4) not to use any Grant Funds to make grants to individuals for travel, study, research, or similar purposes unless the Grantee both receives prior written approval from OSI and complies with Section 4945(g) of the Code; in such cases the Grantee must follow the same procedures as if the grants to individuals were to be made by a private foundation such as OSI.

The Grantee further agrees to provide full and complete 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 OSI as soon as possible (and in no case later than three months) after the conclusion of each whole or partial calendar year in the Reporting Period. For multi-year grants, a final cumulative report must also be submitted at the conclusion of the Reporting Period. The Grantee additionally agrees to provide any interim report(s) requested by OSI on the dates required.

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

Date	Report Type
January 01, 2011	Narrative and Financial Interim Reports
July 01, 2011	Narrative and Financial Interim Reports
January 01, 2012	Narrative and Financial Interim Reports
July 31, 2012	Narrative and Financial Final Reports

The Grantee must also provide copies of any publications resulting from the grant and acknowledge OSI’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 Latin America Program of the Open Society Institute.”

All technology developed under this grant should be released under an appropriate open source license (such as GPL) that ensures re-use and re-distribution of the code by third parties. FCI must release all source code on GitHub or a similar source repository; OSI encourages frequent release of said source codes throughout the period of the project. Where possible, FCI should release data associated with this project under an open data license, as well as make such data available to users through multiple channels and formats (openAPIs, downloaded raw data, etc.).

The Grantee agrees to provide upon request any other reports or information, whether or not required by the United States tax law, which OSI 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 OSI 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.

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. 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 OSI, for at least four (4) years after completion of the use of the Grant Funds. These records must be made available to OSI 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 OSI with a full accounting and description of how it spent the Grant Funds, and the Grantee does not cure such failure upon OSI's demand, OSI will immediately stop funding the Grantee and may be prohibited by law from awarding the Grantee any additional grants in the future.

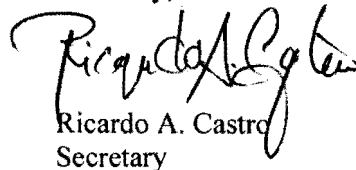
It is expressly understood that by making this grant OSI has no obligation to provide additional funding to the Grantee. This is the entire agreement between the Grantee and OSI concerning this grant, and may be modified or waived only by a written agreement between the Grantee and OSI. The Grantee acknowledges that it is not relying on any representation of OSI, except as set forth in this agreement, and that no other representations OSI may have made in the past survive.

The Grantee should direct communications and reports to Sandra Dunsmore, Regional Director, Latin America Program, at [sdunsmore@osi-dc.org](mailto:sdunsmore@osi-dc.org). Reports may also be submitted online at [www.soros.org/grants/manage](http://www.soros.org/grants/manage).

Please indicate your acceptance of this agreement and the requirements by signing below, returning the executed original of this agreement to Janet Japa, Grants Officer at OSI. Please keep a copy for your files.

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

Sincerely,

  
Ricardo A. Castro  
Secretary

Agreed to and accepted on behalf of Fundacion Ciudadano Inteligente:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Felipe Heusser  
Executive President