

February 9, 2011

CONFORMED COPY

Mr. Miguel Ángel Feito Hernández
Director General
Fundación CEDDET
Avda. Cardenal Herrera Oria, 378
Edificio B
28035 Madrid
SPAIN

Re: Grant No. TF090793 (CEDDET/GDLN LAC Content Brokering Project)
Second Amendment to the Grant Agreement

Dear Sir:

We refer to the Grant Agreement for CEDDET/GDLN LAC Content Brokering Project, TF090793, entered into between the International Bank for Reconstruction and Development (the Bank), as administrator of grant funds provided by Spain, and *Fundación Centro de Educación a Distancia para el Desarrollo Económico y Tecnológico* (the Recipient), dated September 24, 2007, as amended (the Grant Agreement). Unless the context otherwise requires and except where otherwise defined in this letter (Amendment Letter), all capitalized terms contained herein shall have the meanings given to them in the Grant Agreement.

We propose to amend the Grant Agreement to increase the amount of available Grant Funds by an additional five million seven hundred thousand Euros (€5,700,000). The increase in grant funds reflects additional contributions received from Spain, as per the Amendment for Additional Contribution to the Trust Fund Administration Agreement between Spain and the Bank dated December 2, 2010.

Accordingly, the Grant Agreement is hereby amended as follows:

1. The first paragraph of the Grant Agreement is amended to read in its entirety as follows:

“I am writing on behalf of the International Bank for Reconstruction and Development (the Bank) to indicate the Bank’s agreement, as administrator of grant funds provided by Spain, to make a grant in an amount not exceeding sixteen million one hundred fifty thousand Euros (€16,150,000) (the Grant) to the *Fundación Centro de Educación a Distancia para el Desarrollo Económico y Tecnológico* (the Recipient).”

2. The table set forth in paragraph 4.2 of the Annex to the Grant Agreement is amended to read in its entirety as follows:

<u>“Category</u>	<u>Amount of the Grant Allocated (in Euros)</u>	<u>% of Expenditures to be Financed</u>
(1) Consultants’ Services (excluding Audits)	11,575,455	100%
(2) Goods	341,545	100%
(3) Operational Costs and Audits	4,233,000	100%
TOTAL	16,150,000”	

3. Please be advised that the Bank has established April 30, 2013 as the later date for purposes of paragraph 4.3 (c) of the Annex to the Grant Agreement.

All other provisions of the Grant Agreement, except as amended herein, shall remain in full force and effect.

Please confirm your agreement to the amendments set out above by signing and dating this Amendment Letter in the spaces provided below. This Amendment Letter shall be executed in two counterparts, each of which shall be an original. Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall become effective as of the date of the countersignature.

Please also note that the restructuring paper dated February 9, 2011 will be disclosed on the Bank’s external website.

Very truly yours,

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By /s/ Elizabeth Otubea Adu
Director
Operations Service Department (LCSOS)
Latin America and the Caribbean Region

AGREED:

**FUNDACIÓN CENTRO DE EDUCACIÓN A DISTANCIA
PARA EL DESARROLLO ECONÓMICO Y TECNOLÓGICO
(CEDDET FOUNDATION)**

By: /s/ Miguel Á. Hernández
(Authorized Representative)

Date: February 14, 2011

Title: Director General