

**PROGRAMA URUGUAY
AUDIOVISUAL (PUA)**

**CASH REBATE – PRODUCTION AND
POST-PRODUCTION**

**INTERNATIONAL HIGH-END
CO-PRODUCTIONS**

2024 CALL – TERMS & CONDITIONS

ACAUI





PROGRAMA URUGUAY AUDIOVISUAL (PUA)
CASH REBATE - PRODUCTION AND POST-PRODUCTION
INTERNATIONAL HIGH-END CO-PRODUCTIONS
2024 CALL - TERMS & CONDITIONS

These Terms & Conditions shall rule, along with the document “Guidelines for the submission of final report, expense accountability report, resource reallocation request and audit report”, the call for national audiovisual productions - international high-end co-productions in Uruguay, for their production and/or post-production stages.

Inquiries shall be received at pua.internacional@acau.gub.uy

“Cash rebate line - production and post-production: international high-end co-productions aims to”: foster Uruguayan audiovisual productions; strengthen, improve and optimize the projects’ executive processes; empower professional and business industry skills ; achieve export-quality in national audiovisual products; develop the audiovisual industry in Uruguay; optimize timing and proceedings in the production of national audiovisual contents and professionalize and develop the workforce in the sector.

WHAT KIND OF PROJECTS ARE WE SEEKING TO FUND?

This initiative seeks to fund national independent production of non-advertising audiovisual content in international co-production to be made entirely or partly in Uruguay.

Independent productions shall be those produced by national companies which are not directly or indirectly holders or partners with a holder of audiovisual communication services, and which are not produced on demand.

Fiction, animation and documentary feature films and series shall be considered with their corresponding current certificate of nationality and having confirmed at least 60% of the piece’s global budget by secure funding. International co-productions in which Uruguayan participation is merely financial shall not be considered eligible. Co-productions with foreign companies including production/distribution platforms shall be eligible. Other national audiovisual productions not listed herein shall be assessed by ACAU.

Applications for projects already premiered or avant-premiered in national or international festivals or commercial circuits shall not be eligible.

The applied projects shall include production stages (shooting) in the Uruguayan territory.

WHO MAY APPLY FOR THIS CALL?

Applicants may be natural persons in business activity (holders of single-member companies) or legal entities (PLCs, LLCs, Simplified Stock Companies, Cooperatives and other partnerships) of private law, based permanently in Uruguay, legally incorporated, which have been doing business in the audiovisual industry in

Uruguay for at least 12 months¹ and are not directly or indirectly holders or partners with a holder of audiovisual communication services.

Applying companies shall be responsible before ACAU for the development of the project and the accountability of its expenses, and shall be registered in and in good standing with their obligations towards ACAU.

Applications may be submitted by the legal representative (or by proxy) of the applying company with their own username onto the application system, or by a technical representative appointed by them for such purpose.

This technical representative shall be an individual appointed by the legal representative of the applying company and shall be responsible before ACAU for the project's application and technical follow-up. To this end, they shall submit a power of attorney or note signed by the legal representative of the applying company entitling them to submit and follow up project application on its behalf and to communicate with ACAU via its username. Read specifications on how to sign the contract for these cases below.

Projects with participation of more than one national company on behalf of Uruguay, under the provisions of their corresponding certificates of nationality, shall be applied jointly by all of them. All applying companies shall share responsibility before PUA for the development of the project. This notwithstanding, only one of them shall be in contact with ACAU on the project's concerns. All participant companies shall meet the requirements provided herein. In this case, the expense accountability report shall be made on behalf of all the co-producing companies on the Uruguayan part. The participation percentage of each party to be accountable for before ACAU shall be established by an agreement and signed by all parties.

The beneficiary of the funds granted by this program shall be the company responsible for the project. In the case of projects with more than one co-producing company on behalf of Uruguay, all parties shall be considered beneficiaries, yet one of them shall be appointed for all communications with ACAU.

WHAT IS THE GRANT PROVIDED BY CASH REBATE - PRODUCTION AND POST-PRODUCTION: NATIONAL AUDIOVISUAL PRODUCTIONS, HIGH-END CO-PRODUCTIONS?

The grant provided herein consists in the rebate of a given percentage of the global budget of a project, with a cap depending on the category of the applying project, as provided in the tables below.

The cap to this rebate shall be the amount not covered by the global funding of the piece as stated by the budget and financing plan submitted in the application and it shall not exceed the top rebate set for each category (see table).

Minimum expense on eligible costs spent in Uruguay and rebate cap for each project category:

¹ACAUI may as well assess requests for exceptional consideration of applicants if they are Uruguayan professionals with some experience in the industry (and are not simultaneously participating in any legal way whatsoever) but have less than 12 months of business as legal entities, provided they meet all other requirements and prove their experience, or in the cases of entities changing their company type but not their members. Production agreements shall be made between individuals who are formally and materially independent. In this matter, applications of projects in which the partnership integration of the local co-producing company is identical with the one of the foreign co-producing company shall not be accepted.

Minimum Project Amount ²	% PUA Rebate	Rebate Cap
From USD 300,000 to USD 3,000,000	27%	USD 750,000
Over USD 3,000,000	22%	USD 1,000,000

Minimum expense on eligible costs spent in Uruguay and rebate cap for each project category, only applicable to projects applying for post-production stage:

Minimum Project Amount	% PUA Rebate	Rebate Cap
From USD 50,000 to USD 1,000,000	25%	USD 250,000
Over USD 1,000,000	20%	USD 400,000

For projects with Uruguayan (duly credited) head director and/or scriptwriter, an additional amount shall be added to the corresponding rebate, subject to the expenses: 5% of the corresponding rebate for feature films and 3% of the corresponding rebate for series with 10% to 30% of episodes by Uruguayan head director/s and/or scriptwriter/s, 5% for series with Uruguayan participation in 30% to 50% of episodes; and 10% for those with Uruguayan participation in over 50% episodes. In all cases, such amounts shall be considered extras, even if the corresponding rebate already reaches the cap set for the category.

What is considered an eligible project?

The eligible project shall consist solely of the pre-production, production and/or post-production activities to be carried out in Uruguayan territory, except for the information provided in eligible expenses, between the initial and final project dates and performed by Uruguayan citizens who are natural persons with permanent residency in Uruguay and/or legal entities based in Uruguay.

The project may also entail other production costs to be spent in Uruguay and/or abroad, not to be considered by the PUA, even if they are part of the project's production or post-production plan.

How to calculate the global budget of the applied project.

The global budget of the applied project consists of the total of all the eligible costs included in the budget form, corresponding to the pre-production, production and/or post-production activities to be carried out in Uruguayan territory, except for the provided in eligible expenses, as described above. Said sum, in nominal figures, taxes not included, shall be considered the total eligible amount of the applied project and shall reach the minimum amount provided in the tables mentioned above.

²For animation projects, the minimum expense shall be one hundred thousand US dollars (USD 100,000).

What are the initial and final dates of the applied project?

The initial and final dates of the applied project shall be those stated in the application, which include the pre-production, production and/or post-production activities to be considered.

Projects which have already begun some of their activities prior to their application to the PUA may include costs incurred up to 30 days before the application or initial date (whichever comes first).

The application date shall be the date when the applicant duly submits all the corresponding documents required herein, with no observations made.

The applied activities shall begin to be carried out within a maximum of 6 months after the approval of the project. The complete implementation of said activities shall take no longer than 18 months for production and post-production projects and 12 months for those including only one of these stages.

For animation, the maximum implementation time shall extend to 24 months.

Applications for production shall not be considered if the project has already concluded its shooting stage.

Specifications about projects and rebate cap:

Projects may include the stages of production and post-production in a single application or may as well submit two separate applications (one for each stage) as long as they each reach the minimum amount required, in which case the total rebate for both stages shall not exceed the cap set for their category. In the case the applications are submitted to different calls, the top rebate they both may be allowed to receive altogether shall be established in the latest call.

In exceptional cases, and duly justified, requests for increased rebate amounts shall be considered for projects which have already begun their activities, as long as they involve an increase in shooting days or post-production activities, provided there are sufficient resources left available for the same call of the previously approved project. Requests for such increases for already approved projects do not require a minimum eligible cost to be considered. They shall be submitted prior to the beginning of the activities corresponding to the project. They may be requested only once per stage. Total rebate (rebate amount previously approved for the project + requested increased rebate amount) shall not exceed the rebate cap set for the corresponding category in the call during which it is requested.

WHICH ARE THE ELIGIBLE COSTS?

The following costs may be considered to calculate the total amount of the applied project (eligible amount):

- Specialized activities related to audiovisual production, including artistic and technical services³.
- Direction⁴, executive production⁵, scriptwriter and cast fees for Uruguayan natural persons with permanent residency in Uruguay.
- Shooting fees: cinematography and camera team, art team, sound team, field production and locations production. For team head expenses, in the case of sharing the lead with a foreign technician, such co-lead shall be documented in the application and duly credited in the piece.
- Technical and artistic fees of Uruguayan staff for activities taking place abroad, as long as those are not the only activities applied.
- Post-production, animation and VFX technicians' fees.
- External services of sound recording and post-production, general post-production services.
- Shooting expenses in Uruguayan territory: transportation, meals, field production, locations.
- Artistic and technical production expenses: rental of technical equipment and material, purchase of production and/or post-production material of exclusive and essential use or consumables.
- Make-up, wardrobe, scenery and setup expenses.
- Uruguayan authors' copyright fees.
- Dubbing, subtitling and translation fees of the final piece; for projects applying for post-production or production and post-production
- Expenses on accessibility and duly archive resources, for projects applying for post-production or production and post-production⁶.
- Plane tickets for all cast and crew foreign members so that they attend the activities to be carried out in Uruguay. Plane tickets for all cast and crew Uruguayan members so that they attend the activities

³ In compliance with arbitral award corresponding to the Wages Council group 18, [click here](#)

⁴For the cast, see arbitral awards, group 18, [here](#). Up to 30% of wages of the applying company's permanent staff, specific technical and creative production and post-production staff (maintenance, security, administration, executive, secretaries and transportation not included) may be included in the project's costs, provided their participation in the project is duly credited, they are duly registered in the Social Security Bank (BPS) as company's staff and their wages during the project have not been increased with respect to the wages three months before the project. For animation and post-production categories, this corresponds to 50%.

⁵ In all cases, executive production fees shall not exceed 5% of the total eligible costs of the applied project. Should the applicant be a single-member company, they shall not submit receipts for production technical services. If the applicant is a single-member company and performs a direction and/or executive production role in the project, the total amount for those services shall be considered with no need of submitting receipts onto the expense accountability report, as long as their name and role is duly credited in the piece. In these cases, the total amount of the corresponding fees (for the roles performed altogether) shall not exceed a top of 9% of the total eligible costs of the project.

⁶Accessibility in audiovisual is based on the principle of universal accessibility under the Convention on the Rights of Persons with Disabilities, ratified by Law 18,418. It is the requirement to be met by environments, processes, goods, products and services as well as instruments, tools and devices in order to be understood, used and practiced by all persons safely, comfortably and as autonomously and naturally as possible.

to be carried out abroad, corresponding to the roles which are part of the national contribution to the co-production, under their certificate of nationality. All tickets shall be purchased from a local agent.

- Internal insurance on production in national territory
- Purchase of image rights and audiovisual archive in Uruguay.
- Expenses derived from practices to increase sustainability during the shooting.
- Other production expenses in national territory considered acceptable by ACAU.

WHICH COSTS SHALL NOT BE CONSIDERED?

Costs derived from activities which are not directly related to the production of the applied project shall not be considered, being the following explicitly excluded:

- Development activities.
- Distribution and marketing, including costs of graphic design, advertising and presentation in festivals, except for subtitling, dubbing and translation, as provided by the eligible costs above.
- Production financing and insurance external costs.
- Costs of companies' operations, infrastructure, offices, equipment, personal transportation and permanent staff, except as provided by the eligible costs above, and any other resource purchased or recruitment made prior to the execution of the project.
- Property, vehicles, civil and construction works not to be used off during the implementation of the project; personal financial investments of any of the project's participants such as term deposits, mutual funds, stock acquisition or debt payoff.
- Purchase of international image rights and audiovisual archive.
- Contingencies.

WHAT IS THE EXECUTION PROCESS LIKE?

APPLICATION:

This is an “open window” call, available from July 23rd 2024 and for as long as there are available funds to be allotted.

Project applications shall be submitted onto the ACAU application system, filling in the application form and attaching all required documents therein.

Applications shall include the following:

(1). **Applied project documents:**

All documents to be submitted shall be in Spanish or attached to their official translation into Spanish (plus a concordance certificate if they were translated abroad).

- **Complete application form.**
- **Certificate of nationality issued by ACAU, current and duly updated:** It shall be current at the time of the application and updated, i.e.: corresponding to the agreements and further information included in the application (shooting dates, creative/technical/artistic participants, co-producers, global budget). For national productions (not international co-productions), said document shall be considered updated if it differs in 10% or less with respect to the global budget and no other modification to dates, producers, partnerships and roles have been made with respect to those applied in this call.
- **Global budget:** Complete and in USD, signed by the producer, broken down into each partner’s contribution and signed by all parties. This global budget shall coincide with the one expressed on the co-production agreement and on the certificate of nationality.
- **Agreement (for co-productions):** The information on the agreement shall coincide with the certificate of nationality as described above and with all documents submitted with the application (production plan, post-production plan, creative, technical and artistic contributions, financing plan, global budget, etc.)
- **Project’s budget:** In the format provided by the program (indicating eligible and non-eligible costs). Given that the spreadsheet automatically calculates the rebate, it shall not be modified or unblocked (names of categories or percentages, etc.) It shall be completed following the tutorial on the first page of the spreadsheet.
- **Production/post-production plan:** In the format provided by the program. It shall be completed following the tutorial on the form. Remember to upload the name of the project and the information required.
- **Marketing and distribution plan:** It shall include the estimated and confirmed distribution window periods and territories, estimated audience, general marketing of the project and festival participation strategy.
- **Financing plan:** In the format provided by the program. It shall be completed following the tutorial on the form. Remember to upload the name of the project and the information required. The total

amount on the financing plan shall coincide with the total amount in the global budget of the piece, in the application form and in the co-production agreement. Currency and exchange rate of each contribution made by each financing source shall be indicated, and shall coincide with the exchange rate on the date when each contribution was made.

- **Financing plan certifying documents:** Certifying documents of the financing plan shall be sent as separate files and identified with the same name as the financing source in the plan, in the same order. Documents shall be updated. Applications with contributions of personal property, services and capital over 50% of their secure financing shall not be considered.
- Financing sources involving copyright sales promise or pre-sales shall provide copies of the corresponding agreements.
- For personal contributions of services, the corresponding offset shall be clearly stated in the agreement. Should those contributions be individual, an affidavit shall be included.
- In case of public and/or private national or international funding, a copy of the corresponding agreement or approval resolution shall be included.
- For contributions by the applying company from its own capital, a supporting bank statement and a letter of affidavit tenor shall be included, specifying said capital is bound to financing the project. For costs already incurred in, the corresponding receipts shall be included, such as invoices, bank transfers slips for, etc.
- For personal contributions in property and goods, the corresponding offset shall be clearly stated in an agreement. Should those contributions be one's own, an inventory of the company's property and goods, of affidavit tenor, shall be included, with their estimated market rent value.
- Other direct contributions in capital shall be supported by certifying documentation, to be assessed according to its formality. Deferred payments shall not be considered as personal contributions. Co-production agreements shall be considered proof of financing by the foreign party, provided they explicitly include a payment commitment for the corresponding contribution.
- Annexes (other attachments required in the form).

(2). Documents from applying company/companies, whose originals shall be provided upon ACAU's request at any time:

- **For single-member companies:** Single Taxpayer Number (hereinafter RUT) card and ID.
- **For legal entities:** Certificate of good standing (hereinafter CEVR) issued by Notary Public. This is a notarial document which certifies the existence of a business partnership, its validity before the competent authorities, the total of its legal representatives and its capacities and mode of business. The notarial documents submitted may not be issued earlier than 60 days prior to the application. In case of documents issued earlier than this limit, they may be updated by notarial certification so that they meet the requirement above. ACAU provides a [note template](#) to be attached thereto so as to extend their term indefinitely or until modifications are made to the partnership representation structure, which shall be duly communicated to ACAU. The Notary Public issuing the CEVR shall attach this note thereto and duly certify the signatures of the individuals present.

About the required documentation:

All documents submitted to ACAU (agreements, etc.) shall be accepted with:

- Physical signature: documents (in paper and/or scanned) with handwritten full signatures of all parties and their initials on each page.
- Simple digital signature (under Section 5 of Law 18600): the signature which may be managed through Internet platforms which provide their traceability and result in a document certifying the date, time and signatory attached to the original file being signed.
- Advanced digital signature: any form under the provisions of the Government Agency of Electronics, Information and Knowledge (hereinafter AGESIC). Such signature shall be as valid as a handwritten signature on public documents or private documents with certification by Notary Public.

The parties shall explicitly state the use of digital signature as valid in the agreements to be considered valid by ACAU.

EVALUATION:

The evaluation process shall be structured in two stages:⁷

Stage 1: Eligibility (up to 10 business days)

The ACAU technical team shall verify compliance with the application requirements.

In this stage, projects shall be considered:

Eligible: all required documents are submitted and requirements complied with, with no more than 3 observations according to the following dispositions.

Non-eligible: when at least 4 of the following items are observed or in case a valid Certificate of Nationality is not submitted.

- The applying company does not comply with the requirements included in the section “Who may apply for this call?” in these Terms & Conditions.
- The application has not been made by the company’s legal representative or proxy, or by the technical representative appointed by the legal representative.
- The applying company and/or technical representative are not registered in ACAU’s Film & Audiovisual Registry.
- The RUT or CEVR card does not correspond to the applying company.
- The attached CEVR/Letter has expired.
- The Certificate of Nationality has expired or is out of date regarding the information provided in the rest of the documents submitted in the application: production/post-production plan, global budget, creative/artistic/technical participations, producers, etc.).
- The national or international co-production agreement has not been submitted, if any.
- The implementation time period for the applicant’s project is out of the valid period included in the co-production agreement, if any.
- The project’s implementation time period exceeds the maximum term allowed in the Terms & Conditions or does not correspond with the information provided in the production and/or post-production plan.
- The project's budget form shows alterations (compared with the original Annexed template sheet provided by the Terms & Conditions).
- The eligible expenses have no direct relation with the activities included in the production and/or post-production plan.
- The crew and cast wages do not respect the minimum wages established for each role (if such criterion is applied as a general rule; not in the case of specific errors, which shall have to be remediated).

⁷ Time periods for evaluation and approval are approximate, illustrative, and subject to operational availability.

- The amount assigned to the executive production item surpasses 9% of the total eligible value.
- The technical/art team included in the form and/or agreements are not related to the budget of the submitted project.
- The form does not include details regarding team leads to be hired.
- A marketing/distribution plan has not been submitted.
- A global project budget has not been submitted or it does not comply with the above mentioned requirements.
- Proof of financial means under the eligibility conditions established have not been submitted or do not respect the requested format.

Projects that receive 1 to 3 observations related to items on the previous list shall be considered eligible as long as the observations are remediated within 10 business days after notice has been served by ACAUI; upon expiration of such period, the project shall be considered non-eligible.

The projects finally considered non-eligible are entitled to apply again in the same call or other future calls.

The projects finally considered eligible shall proceed to the technical & strategic assessment stage.

Stage 2: Technical & strategic assessment (up to 10 business days) applied to all eligible projects:

The projects considered eligible shall proceed to the technical & strategic assessment stage, which shall be conducted by 3 technical representatives appointed by ACAUI⁸, based on the following criteria:

PROJECT'S POTENTIAL IMPACT IN THE NATIONAL AUDIOVISUAL INDUSTRY AND RELATED INDUSTRIES (40%)⁹
Direct potential impact on the audiovisual industry, including generation of employment according to qualification level (includes national music).
Potential impact on related industries.*
Contribution to visibility and promotion of the country as an international audiovisual destination.
Finalization/post-production set to be done in Uruguay.*
Sustainability plan.
ECONOMIC AND TECHNICAL VIABILITY AND PROJECT COHERENCE (30%)
Project viability regarding scale, budget, financial plan and proposed time schedule.
Coherence considering project objectives, activities and results, according to production plan, distribution and marketing plan, co-production agreements.
Duly executed co-production, pre-sales or distribution agreements.
BACKGROUND OF THE PARTICIPATING COMPANIES, STAFF (DIRECTION & PRODUCTION) AND PROJECT (20%)

⁸ Assistance by external experts with specialized knowledge in project-related issues may be requested. ⁹ Items marked with * are not considered in the assessment of projects only applying for post-production, where the background of the companies and management teams add up to 25% of the assessment.

Background of applying company and partner companies, if any.
Background of the audiovisual work of the submitted project. Awards & grants won by the project and participation in international industry markets and events.
Background of the director, producer/s, and general management team.
PROJECT IMPACT ON THE CREATION OF CULTURE, CULTURAL HERITAGE, NATIONAL CULTURAL IDENTITY (10%)
Uruguayan story, script and technical/art/creative team.
Uruguayan cast.

Projects under 60 % shall be rejected, while those over 75% shall be directly approved on this stage.

Only projects that scored between 60 and 75 in the technical assessment shall be subsequently assessed by an Inter-Institutional Technical Board, comprised of three members appointed by MEC [Ministry of Education & Culture], MIEM [Ministry of Industry, Energy & Mining], and Uruguay XXI, and one representative appointed by ACAU. In this phase, additional information might be requested from the applicants in order to improve the information available for conducting the assessment and establishing the scope of the activities to be implemented in Uruguay.

As a result of the technical & strategic assessment process, a report addressed to ACAU's authorities shall be made containing recommendations for the approval or rejection of the submitted project. Only projects that achieve a 70/100 minimum assessment score shall be recommended for approval. Rejected projects are entitled to apply again in the same call or other future calls.

RESOLUTION AND SIGNATURE OF AGREEMENT:

Based on the report and once available financial means have been verified for the project, ACAU shall take a concluding decision on the approval or rejection of the submitted project, which shall be formally notified to the applicant.

If after the approval has been notified the company expressed its intention of interrupting its participation, the approved grant shall be considered declined. If the company submits the same project or any other projects, and declines the incentive for the second time, the company shall be banned from applying to this grant for a 45-day period. In case a third project is declined by the same company, it shall be prevented from participating in this incentive for a 6-month period.

No applying company shall become the beneficiary of an incentive without previously having signed an agreement with ACAU.

In case the project is approved, an agreement shall be signed within a maximum 60-day term between the project's applying company and ACAU. To this end, the companies and their legal representatives in charge of project application shall remediate any prior obligation related to funds managed by ACAU.

In order to sign the agreement, the following documents shall be submitted:

Applicant company's documents:

- Valid Certificate from BPS [Social Security Bank].
- Valid Certificate from DGI [General Tax Office].
- Valid RUT Card and ID (in case of single-member company)
- Valid Certificate of Good Standing.
- Certificate of compliance of the applicant company with Law 16.074 (Law of Accidents in the Workplace and Diseases) from BSE [Insurance State Bank]. In case the company has no employees, a “negative certificate” is required, or either a Notarial Certificate settling this information should also be submitted.
- Debt-free certificate of the applying company issued by the Public Registry.
- Form including the company's bank account information.

The applicant shall also commit to submitting proof that shows the progress of the activities included in the approved project, which shall be contained in the agreement together with the application form, budget form and production and/or post-production plan.

Project-related agreements with ACAU shall be signed by the applying company's legal representative or by other persons legally entitled to sign such agreements on behalf of the company pursuant to the above mentioned dispositions.

The agreement between the applicant and ACAU may be physically or digitally signed:

- Physical signature: Handwritten signature of all parties involved and their initials on each page.
- Advanced digital signature: any form under the provisions of AGESIC shall be as valid as the handwritten signature on public or private documents with certification by Notary Public. The use of digital signatures in an agreement must be explicitly stated as valid by the involved parties in order to be considered valid by ACAU.

The original documents may be required by ACAU in any stage of the process.

PROJECT IMPLEMENTATION:

The beneficiary company shall conduct the activities included in the approved project. Any change in the approved project shall be subject to ACAU's approval upon prior formal justification notice.

ACAUI shall request additional information from time to time, at its sole discretion. To this end, the beneficiary company shall allow ACAUI or those appointed by ACAUI access to all the information considered necessary for project monitoring and assessment purposes.

In case of information counterfeiting or total or partial lack of compliance with the established requirements and procedures agreed upon, ACAUI shall proceed to the temporary or permanent suspension of the project's implementation and the corresponding administrative and legal measures shall be taken according to the national rules and regulations.

In case of lack of compliance with the contractual obligations agreed upon, the company shall cease to be eligible for the funds managed by ACAUI for such period and under such conditions as officially determined by ACAUI.

PAYMENT SCHEDULE:

Within a 15-day period after the agreement is entered into, ACAUI shall make a 20% down-payment of the approved fund.

Payment methods:

For projects including production and post-production, payments shall be made in two additional installments: the first consisting of up to 60% of the total approved fund (including down-payment) and the last completing 100% of the total approved fund, in both cases upon submission of the corresponding final stage reports, verifying documents, expense accountability report and audit report, which shall be submitted within 60 days as from the project final date stated in the project for each stage (or within 30 days after reallocation is approved, if any).

For projects only applying to one stage (production or post-production), payment shall be made in one single installment, completing 100 % of the total approved fund and upon submission of the corresponding final stage reports, verifying documents, expense accountability report and audit report, which shall be submitted within 60 days as from the project final date stated in the project for each stage (or 30 days after reallocation is approved, if any).

PROJECT CLOSING:

The terms, formats and considerations about the renovation, closure and expense accountability reports shall be elaborated as established by this document and by the "Guidelines for the submission of final report, expense accountability report, resource reallocation request and audit report" annex document.

About the Reallocation of Resources:

Within 30 calendar days after the project's end date and just once, a request for resource reallocation may be submitted under the dispositions of the "Accounting Guidelines".

A free resource reallocation across categories and sub-categories (considered eligible under the initially approved budget or not) shall be allowed, except for technical equipment, cast and post-production technicians categories, which are subject to special assessment and have higher importance for the PUA. Category changes or reallocations of the approved budget shall be considered under the dispositions of the corresponding “Guidelines for the submission of final report, expense accountability report, resource reallocation request and audit report” (Accounting Guidelines).

About Project Closing and Expense Accountability Report:

After all the proposed activities are concluded, the beneficiary company shall submit a final report, expense accountability report, resource reallocation request and audit report, as established by the “Accounting Guidelines” document, within 60 calendar days as from the closing date stated in the project or 30 days after reallocation is approved, if any.

Through the verifying documents as agreed upon, ACAU shall verify the audit report complies with the established conditions and the activities included in the project have been conducted.

About payments and reimbursements:

After compliance with the conditions agreed upon in the approved project has been verified, ACAU shall complete the final rebate according to the amounts and percentages as established in the contract signed between the beneficiary company and ACAU.

There shall be no rebate whatsoever for projects that do not comply with the minimum conditions required. In case a project does not comply with the minimum expenses stated for the development of the proposed activities, or if a project exceeds the maximum terms established by this program, the beneficiary shall return the amount received from ACAU within six months as from the defined final date of the approved project.

In those cases where the effective expense submitted in the accounting report is below the one in the approved project, the rebate shall be calculated based on the effectively accounted amount, as far as the minimum eligible expense limit corresponding to the program has been reached.

In those cases where the effective expense reported is over the originally approved budget, only the approved amount shall be rebated.

ACAU shall transfer the rebate to the beneficiary company to a formally appointed bank account.

After the corresponding amount has been rebated and all obligations have been complied with, the agreement shall be deemed concluded.

ABOUT THE AMOUNTS OFFERED:

A total amount of up to three million and seven hundred fifty thousand American dollars (USD 3,750,000) shall be allocated for the implementation of this grant (Cash rebate - production and post-production: international high-end co-productions) together with the “Cash rebate - production and post-production: international productions” grant. ACAU may not allocate the total amount expressed hereto, whether it be due to insufficient funds and/or any other reason considered by ACAU as a valid justification.

GENERAL CONSIDERATIONS:

The dispositions established by these Terms & Conditions shall rule the 2024 edition of “Cash rebate - production and post-production: international high-end co-productions”. The “Guidelines for the submission of final report, expense accountability report, reallocation request and audit report” are also part of these Terms & Conditions.

EXEMPTION OF LIABILITIES - GRANT CANCELLATION

ACAUI is entitled to cancel this grant in any stage in case applications do not comply with the requirements as established in this Terms & Conditions; and to reject any application, in which case the participants shall have no right to complain regarding expenses, fees, compensation for damages or any other cause whatsoever.

With their sole participation in this call, applicants unrestrictedly accept this exemption of ACAUI’s liabilities.

MODIFICATIONS:

By virtue of any cause and from time to time before the application term expires, ACAUI may notify participants of any document modification, be it at its own discretion or as a result of information requests by third interested parties. Such notifications shall be published on ACAUI’s website.

ACCEPTANCE OF THE TERMS & CONDITIONS:

With their sole participation in this call, applicants state to unrestrictedly know and accept the terms & conditions established in this document and annexes.

DATA USE CONSENT:

With their participation, applicants expressly consent to ACAUI using their personal data, which may be eventually added to ACAUI’s database. To this end, information holders may exercise their rights of data access, update, rectification and elimination by contacting the following e-mail address: info@acau.gub.uy

Personal data submitted by the applicants may be used for purposes related to ACAUI’s activities. Applicants also authorize ACAUI to transfer their data to third parties with sole purposes of analysis, monitoring, assessment and research considered useful by ACAUI. Thus, and specifically in the context of the administrative control conducted by the Ministry of Economy and Finance as established by Law N° 18.602, applicants know and accept that their data may be transferred to such Ministry whenever requested and to the extent that such purposes are duly complied with.

ACAUI shall be liable for the use of the data gathered as a result of this call in accordance with the following rules and regulations in force: Law N° 18.331 of Protection of Personal Data and Habeas Data; and Decrees N° 664/008 and 414/009. Personal data shall be used with suitable protection levels and the necessary safety measures shall be taken in order to avoid unauthorized alteration, loss, treatment or access by third parties.

With their sole participation, applicants to this program expressly authorize ACAUI to publish their name, company, institutional logo, photographs, project name and any project images from any act and/or event related to this program in which they participate, on any communication media, and they accept that the incentive offered by ACAUI’s PUA may be mentioned from time to time.

AUTHORS' RIGHTS:

The applicants shall be responsible for all rights emerging from the exploitation of the audiovisual production in accordance with the dispositions of the authors' rights laws in force.

REBATE LIABILITY

The funds obtained shall be reimbursed based on the net income corresponding to ACAU's contribution percentage of the overall film funding, after the total of the distribution and/or pre-sales securities were deducted and to the extent such amounts are included in the financing plan accepted by ACAU. Such funds must have actually and clearly been used for production purposes and ACAU must have received the supporting documents before shooting. Production net income is defined as:

- a) All and any income resulting from the commercial exploitation of the film or the film's constituent elements in the territories exclusively assigned to the co-producers after the deduction of: Distribution fees; manufacture costs of commercial film copies and advertising costs of the film premiere, which shall be thoroughly specified in the supporting documents submitted to ACAU; non-deductible encumbrances, customs fees and quotes of professional organizations, if directly related to the film.
- b) All and any income resulting from the commercial exploitation of the film or the film's constituent elements outside the territories exclusively assigned to the co-producers after the deduction of: Sales agent fees up to 25% of the total rights sold in one territory; distribution fees; manufacture costs of commercial film copies and advertising costs of the film premiere, which shall be thoroughly specified in the supporting documents submitted to ACAU; manufacture costs of a foreign language version of the film.

Other deductions accepted are participations of the director, the producers, the authors and the cast, according to reasonable customs and usage. All of these costs shall be thoroughly specified in the supporting documents submitted by the distributor and/or sales agents, subject to verification. The producer, subject to validation by the co-producers (if necessary), shall submit to ACAU copies of all agreements related to the commercial exploitation of the film or any of the film's constituent elements. ACAU may request the beneficiary's economic outcome reports of the projects within 3 years after the premiere of the film in Uruguay.

OFFSETS AND OBLIGATIONS:

The projects or works which obtain funding from this call shall comply with the dispositions of the "Communication Guidelines for Projects, Works and Activities Supported by ACAU", published on the institutional website. Mention of the support granted by ACAU must appear in all promotional materials under the terms defined by ACAU, as well as in the initial and final credits of the finished film.

ACAUI may publicize the supported projects and use fragments, photographs, logos, names and other features from supported projects or individuals in order to promote the use of the funds. To this end, ACAUI may request communication materials to the supported audiovisual production.

As ACAUI shall file and preserve the works resulting from the funding of beneficiary projects of this call, beneficiaries shall deliver a distribution copy of the film in the format requested by ACAUI within 6 months as from premiere.

The works resulting from the funding of beneficiary projects of this call may be exhibited, communicated or made available to the public in activities organized or coordinated by ACAUI, in order to leverage or promote

national film, access to culture and audience development, to the extent exhibitions take place in free, non-lucrative activities, both in the national territory and abroad, or either via streaming, within 24 months of the commercial film premiere in Uruguay and upon prior notice served to the beneficiaries.

BENEFICIARY CHANGES

In exceptional cases and for any reason whatsoever, the supported projects that need to change their beneficiary/legal responsible shall request a cession authorization, which may be accepted or rejected, and that shall be duly notified through an official resolution. In case such request is approved, the interested party shall sign the corresponding cession agreement based on the templates timely provided by ACAU. In case the request is approved, the cession causes the new beneficiary to substitute the previous beneficiary by assuming the same responsibilities.

PENALTIES:

Lack of compliance with the contractual obligations agreed upon shall cause the suspension of the Legal Representative and the Company from participating in ACAU's funds and programs for a maximum period of 5 (five) years under the terms and conditions established by ACAU.

In case of violation or waive of the contractual obligations agreed upon with ACAU, the agency shall take the necessary legal measures to obtain the effective reimbursement of the granted funds.

Providing false documentation or information shall cause the suspension of the applicant and the production company from participating in ACAU's funds and programs for a maximum period of 5 (five) years after the infraction was verified. In case the funds have been already granted and/or an agreement has been signed, both processes may be terminated. ACAU shall analyze all verified situations involving the delivery of false information, as well as the counterfeiting or omission of relevant information, leading to the corresponding penalties according to the significance of the infraction, which could result in the termination of the agreement and the grant.

EXTENSIONS:

Extension requests for the terms established in these Terms & Conditions shall be assessed by ACAU, to the extent prior extension request has been received before the expiration of the original terms⁹. Upon expiration of the terms, the grant shall become null and ACAU may request the refund of the amounts delivered.

INTERPRETATION AND ACCEPTANCE OF THE TERMS & CONDITIONS:

This call makes part of ACAU's funding programs and is financed by PUA. By submitting the form and the documents required to apply, the participants state they know and accept all the terms and conditions of this program. Any situation that may not be regulated by these Terms & Conditions and any doubts regarding interpretation shall be remediated by ACAU. From time to time, ACAU shall consult specialized entities or industry associations at its sole discretion.

⁹ See procedure guidelines on the website.

INQUIRIES:

Inquiries on application shall be made at: pua.internacional@acau.gub.uy.

ACAU shall publish inquiries and answers anonymously on its website in order to share relevant information with other interested people.