



EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Processo eletrônico nº 8610.2020/0000827-0

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

SPCINE

NOTICE Nº 04/2020/SPCINE

SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM

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1. INTRODUCTION

1.1. **EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A. - SPCINE** ("SPCINE"), in view of the authorization contained in the electronic process N. 8610.2020/0000827-0 and considering the contract **XX** and Municipal Decree N. 59.233/2020, makes public the **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM** which shall receive **PROPOSITIONS** in the period from _____ to 12/31/2020.

1.2. As **PROPONENTS** who are destined for this qualification and contracting process, they shall obey the conditions and insurance in this **NOTICE** and, without guarantee, under Federal Laws 13,303 / 2016 and 9,610 / 1998, Municipal Law 13,278 / 2002, the Decrees N. 44,279 / 2003, No. 56,905 / 2016 and N. 59,233 / 2020, in addition to the other legal and regulatory items for recorded adventures, especially those issued by the National Film Agency ("**ANCINE**")

2. DEFINITIONS

2.1. For the purposes of this **NOTICE**, it is understood that:

- I- "**CASH REBATE**": a mechanism for partial reimbursement of eligible production expenses incurred in the city of São Paulo / SP through the direct transfer of financial resources to the **PROPONENTS**, considering the criteria defined in this **NOTICE**.
- II- "**SPECIAL EVALUATION COMMISSION**": commission composed of 02 (two) members of **SPCINE**, who will be in charge of chairing and coordinating the work, 01 (one) member of the Municipal Secretary of Culture ("**SMC**") and 01 (one member) of **SMTUR**. Increasing the number of members of the collegiate is allowed through the formalization, by the collegiate itself, of an invitation for the participation of representatives of other bodies or entities of the Direct and Indirect Municipal Administration or civil society linked to the audiovisual and/or tourism sectors, constituted under the Municipal Decree nº 59.233 / 2020 with the objective of selecting the **PROPOSALS** while respecting the conditions foreseen in this **NOTICE**.
- III- "**CONTRACT**": a legal instrument to be formalized between **SPCINE** and the beneficiary **PROPONENT** in which the rights and obligations of the parties are included.
- IV- "**COPRODUCTION**": instrument formalized between **FOREIGN PRODUCTION COMPANY** and **BRAZILIAN PRODUCTION COMPANY** with the intention of sharing efforts and/or resources in order to jointly carry out the production of a determined **PROJECT** and which includes the sharing of responsibilities for the economic organization of the **PROJECT**, including the contribution of financial resources, goods or services and sharing of the **PROJECT's** patrimony among the **COPRODUCTION COMPANYS**, regardless of whether **COPRODUCTION** may or may



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not benefit from official recognition under bilateral treaties or agreements between the countries involved or from being merely a contractual link between the **COPRODUCTION COMPANIES**.

- V- **“ELIGIBLE EXPENSES”**: are all expenses accepted for the purpose of using the resources transferred by **SPCINE** to the beneficiary **PROPONENTS**, as defined in Annex 01.
- VI- **“NOTICE”**: this instrument, including its annexes.
- VII- **“QUALIFICATION MATRIX”**: table of analysis and scoring of the characteristics of the **PROJECT** and **PROPOSAL**, as defined in Annex 02.
- VIII- **“PROJECT”**: the audiovisual **PROJECT** to be developed in accordance with the **PROPOSAL** presented and contemplated. **PROJECTS** are allowed according to the definitions and specificities described in the items in clause 6 of this **NOTICE**.
- IX- **“PRIZE”**: financial contribution mechanism which considers characteristics intrinsic to the **PROPOSAL** and not conditioned or limited to the expenses incurred in the city of São Paulo / SP, taking into account the criteria defined in this **NOTICE**.
- X- **“INTERNATIONAL PRODUCTION”**: one whose production of the **PROJECT** is under the responsibility of a **FOREIGN PRODUCTION COMPANY**, who is responsible for bringing together the artistic and technical means to carry out the **PROJECT** and to ensure the management of operations leading to the execution of the **PROJECT** or parts thereof according to a budget previously defined.
 - a) Will be considered **INTERNATIONAL PRODUCTIONS** all those that meet the criteria of this **ITEM** and that are produced in Brazilian territory through the contracting of a local production service through a **BRAZILIAN PRODUCTION COMPANY** or, in the case of **COPRODUCTION**, those whose total Brazilian participation is, at most, 20% (twenty percent) of the total share of the production budget.
 - b) Will be considered **INTERNATIONAL ADVERTISING PRODUCTIONS** all those that meet the criteria of this **ITEM** and whose object is the production of a **PROJECT** whose purpose is the advertisement, exhibition or offering of products, services, companies, public or private institutions, associations, public administration, as well as material and immaterial goods of any kind.
- XI- **“NATIONAL PRODUCTION”**: one whose production is entirely Brazilian or, in the case of **COPRODUCTION**, one whose total foreign participation is, at most, 20% (twenty percent) of the total participation in the production budget.

XII- **“BRAZILIAN PRODUCTION COMPANY”**: is a company incorporated under Brazilian laws whose decision-making power is exercised by Brazilian natural or naturalized persons for over 10 (ten) years, duly registered with **ANCINE**, and with a tax establishment (head office or branch) in the city of São Paulo / SP which is responsible for the **INTERNATIONAL PRODUCTION** in national territory, under **ANCINE** Normative Instruction 79/2008 or another that may replace it and that also meets the definition of **NATIONAL PRODUCTION COMPANY**.

XIII- **“FOREIGN PRODUCTION COMPANY”**: the legal entity that produces audiovisual content and that meets the following conditions, cumulatively:

- a) being constituted under the laws of a country other than Brazil.
- b) having headquarters and administration in a country other than Brazil.
- c) 70% (seventy percent) of the total and voting capital must be owned, directly or indirectly, by foreigners born or naturalized for more than 10 (ten) years.
- d) d) the management of the company's activities and the editorial responsibility for the content produced must be exclusive to foreigners born or naturalized for more than 10 (ten) years.

XIV- **“NATIONAL PRODUCTION COMPANY”**: the legal entity that produces audiovisual content and that meets the following conditions, cumulatively:

- a) being constituted under Brazilian law.
- b) having headquarters and administration in Brazil.
- c) 70% (seventy percent) of the total and voting capital must be owned, directly or indirectly, by Brazilians who are native or have been naturalized for more than 10 (ten) years.
- d) the management of the company's activities and the editorial responsibility for the



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content produced must be exclusive to Brazilians who are native or have been naturalized for more than 10 (ten) years.

XV- **“PROPONENT”**: the economic agent who takes on the legal responsibility to **SPCINE** for the **PROPOSAL**, that is, for its registration, execution, and conclusion.

XVI- **“PROPOSAL”**: it is the formalization, through documents and information submitted to **SPCINE**, regarding the registration for competition in the form of this **NOTICE**.

XVII- **“PROSPECTION”**: it is the feasibility and funding of the arrival of representatives of interested **FOREIGN PRODUCTION COMPANY** to the city of São Paulo / SP with the purpose of promoting the city as a place for **INTERNATIONAL PRODUCTION** under its responsibility.

XVIII- **“RESOURCE”**: it is the financial resource that the **PROPOSALS** selected and qualified are entitled to after signing the **CONTRACT**.

XIX- **“CARBON FOOTPRINT”**: it is the measure of greenhouse gas emissions converted into a carbon equivalent generated by a specific person or activity. For the purposes of the **PROPOSALS** registered in this **NOTICE**, the **CARBON FOOTPRINT** can be measured, among other activities and not limited to the following, by the impact generated by the audiovisual production with air and land transportation of technical and artistic crews and cast during the entire period of realization of the **PROJECT** in the city of São Paulo / SP, food, equipment operation, production of scenic items and objects, among others.

XX- **“SÃO PAULO/SP”**: only the City of São Paulo and its territory, located in the State of São Paulo, Brazil.

3. OBJECTIVE AND CATEGORIES

3.1. This **NOTICE** aims to select and financially support, in a non-exclusive way, **PROPOSALS** for the production and filming of **PROJECTS** in the city of São Paulo / SP or that make reference to the city of São Paulo/ SP in their narratives, in the formats of **CASH REBATE** and **PRIZE**.

3.2. **PROPOSALS** may be entered in the following modules:

I- Module 1: **INTERNATIONAL PRODUCTIONS** filmed in the city of São Paulo / SP with great potential for internationalization:

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a) A minimum of R\$ 2,000,000.00 (two million reais) must be spent on **ELIGIBLE EXPENSES** in the city of São Paulo / SP.

b) Partial reimbursement may be obtained through **CASH REBATE** from 20% (twenty percent) to 30% (thirty percent) of the amount spent under the terms of item “a”.

II- Module 2: **NATIONAL PRODUCTIONS** filmed in the city of São Paulo / SP with great potential for internationalization.

a) A minimum of R\$ 2,000,000.00 (two million reais) must be spent on **ELIGIBLE EXPENSES** in the city of São Paulo / SP.

b) Partial reimbursement may be obtained through **CASH REBATE** from 20% (twenty percent) to 30% (thirty percent) of the amount spent under the terms of item “a”.

c) The **RESOURCE** in this Module is limited to a maximum of R\$ XXX (XXX reais) for one or more **PROPOSALS**.

III- Module 3: **INTERNATIONAL ADVERTISING PRODUCTIONS** filmed in the city of São Paulo / SP:

a) A minimum of R\$ 2,000,000.00 (two million reais) must be spent on **ELIGIBLE EXPENSES** in the city of São Paulo / SP.

b) Partial reimbursement may be obtained through **CASH REBATE** from 20% (twenty percent) to 30% (thirty percent) of the amount spent under the terms of item “a”.

c) The **RESOURCE** in this Module is limited to a maximum of R\$ XXX (XXX reais) for one or more **PROPOSALS**.

IV- Module 4: **INTERNATIONAL PRODUCTION SCREENPLAYS** that explicitly include the city of São Paulo / SP in the narrative of the **PROJECT**.

a) The **PROJECTS** contemplated in this module will receive a **PRIZE** in the amount of R\$ XXX (XXX reais).

b) **RESOURCE** in this category is limited to a maximum of R\$ XXX (XXX reais).

c) For **PROPOSALS** of Module 4 (**SCREENPLAY**), it will not be necessary that the **INTERNATIONAL PRODUCTION** be filmed or performed in São Paulo / SP in any of its phases and it is not necessary to have a **BRAZILIAN PRODUCTION COMPANY** for its realization.



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V- Module 5: **PROSPECTION OF FOREIGN PRODUCTION COMPANY** representatives.

a) The value in this Module is limited to R\$ XXX (XX reais) per **PROPOSAL**.

b) The **PROPONENT** eventually selected and qualified for **PROSPECTIVE PROPOSAL** must demonstrate a relationship with a **BRAZILIAN PRODUCTION COMPANY** who will be legally responsible along with **SPCINE** for the contracting and for the receipt and handling of the **RESOURCES**.

b.1) The relationship with the **BRAZILIAN PRODUCTION COMPANY** may be demonstrated by contract or document that declares and demonstrates the associative intention between the parties, of free form and content between them.

c) If the **PROJECT**, object of **PROSPECTION**, is selected and beneficiary of the **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM** in a specific production support module, the **RESOURCE** related to **PROSPECTION** shall be considered and incorporated for the purpose of calculating the amount of **CASH REBATE** the **PROJECT** shall receive.

3.3. There will be no limit on **PROPOSALS** per **PROPONENT**.

Sole Paragraph. At the discretion of the **SPECIAL EVALUATION COMMISSION**, there may be a limit on the number of **PROPOSALS** contemplated by each **PROPONENT**.

3.4. The **PROPOSALS** selected in Modules 1 (**INTERNATIONAL PRODUCTIONS**), 2 (**NATIONAL PRODUCTIONS**), and 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**) will be entitled to **CASH REBATE** through a refund of 20% (twenty percent) of the amount spent on **ELIGIBLE EXPENSES**.

§1º The refund disposed in item 3.4 may reach 30% (thirty percent) for **PROPOSALS** that, in addition to the score provided for in clause 6, obtain at least 23 (twenty-three) points in Tables 1.2, 2.2 and 3.2, respectively, in the **QUALIFICATION MATRIX** (Annex 2).

§2º When 23 (twenty-three) points are reached, the calculation of any additional percentage will be carried out exclusively based on the score of the respective Additional Value table, being disregarded, for the purposes of additional value, the score in the other tables included in the **QUALIFICATION MATRIX**.

3.6. There will be no prior reservation of **RESOURCES** for eventual payment of the initial value or positive variation in the final amount of **CASH REBATE** described in item 3.4 above, and such values will be conditioned to the availability of resources of the **NOTICE** verifiable at the time of the effective contracting or final accountability, respectively.

4. FINANCIAL RESOURCES



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4.1. This **NOTICE** will release resources in the amount of R\$ xxxx (xxxxxx).

§1º If there is a reduction or supplementary budgetary allocation for this **NOTICE**, it will be published in the Official Gazette of the City of São Paulo, being sure that in case of budgetary modification, the classificatory order for the **PROPOSALS** will be respected.

§2º The **SPECIAL EVALUATION COMMISSION** may, at any time and upon a reasoned decision, change the values available for each Module in accordance with item 3.2, a decision to be publicized by publication in the Official Gazette of the City of São Paulo.

4.2. The funds to comply with this **NOTICE** originate from Contract XXX.

5. COUNTERPARTS

5.1. The beneficiary **PROPONENTS** must insert the credits of **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM** in the **PROJECT** following the "Visual Identity Manual" (Annex 16).

§1º The credits must be inserted under the seal of "Support" or "Thank you" in the final credits of the **PROJECT** and may be visual or textual.

§2º In the case of serial **PROJECTS** in which only specific episodes were beneficiaries of the **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM**, the obligation to insert the credits applies only to that episode.

§3º Credits must be inserted in all modalities and exhibition supports to be explored.

§4º The credits must also be inserted in all of the dissemination, commercialization, marketing, advertising and promotional materials of the **PROJECT**, and such credits must be visible in all modalities and supports through which the dissemination materials can be accessed, with an emphasis never lower than the greater emphasis given to any other possible sponsor, investor, COPRODUCTION COMPANY or co-distributor, and must mention in all releases and press releases the support of **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM**.

§5º The beneficiary **PROPONENTS** must submit the credits for approval by **SPCINE** concerning, exclusively, the support of **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM**. **SPCINE** will have 05 (five) working days from the unequivocal receipt to approve its application, under penalty of automatic approval.

§6º In the case of **PROJECTS** in Module 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), the credits must be included in the **PROJECT**'s technical file and must be mentioned in the event of participation in industry festivals, with the insertion of credits being exempted in the exhibition of the **PROJECTS** on TV, Cinema and social media.



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5.2. The beneficiary **PROPONENTS** must allow **SPCINE** to use images or excerpts from the **PROJECT** for strictly non-commercial purposes in order to carry out promotional actions and social accountability of the **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM**.

§1º This use authorization must be granted for all territories, media and formats.

§2º **SPCINE** will be able to freely edit and reproduce said images and excerpts, as well as distribute them directly or through associated partners, safeguarding the moral rights of the author.

§3º The excerpts and images of the **PROJECT** for non-commercial use by **SPCINE** will be of free choice of the beneficiary **PROPONENT**.

§4º For Modules 1 (**INTERNATIONAL PRODUCTIONS**), 2 (**NATIONAL PRODUCTIONS**) and 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), the images of the **PROJECT** must be sent when the final presentation of accounts is presented and in accordance with the following provisions.

- I- At least 03 (three) photographs of the set, showing that filming takes place in the city of São Paulo / SP and presenting the high production value of the **PROPOSAL**, while filming is taking place in the city.
- II- At least 10 (ten) photographs of the set, showing that the filming takes place in the city of São Paulo / SP and including images of the cast, 05 (five) working days after the end of filming in the city.
- III- Right to use images (stills and videos) of the **PROPOSAL**'s promotional material, according to press and social media broadcast schedules.
- IV- Sending of backstage video with at least 02 (two) minutes in length presenting the production in the city of São Paulo / SP, with images of sets in the city and testimony of professionals involved in the execution of the **PROPOSAL** regarding the filming in the city.

5.3. **SPCINE** will be able to collect audiovisual testimonies about the execution of the **PROJECT**, including backstage images, and to freely dispose of them in accordance with the provisions of item 5.2 above.

Sole Paragraph. For the purposes of this counterpart, the beneficiary **PROPONENT** must guarantee **SPCINE** and any of its associates and collaborators free access to the film set.

5.4. The beneficiary **PROPONENTS** in Modules 1 (**INTERNATIONAL PRODUCTIONS**), 2 (**NATIONAL PRODUCTIONS**) and 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**) must hire an agent responsible for analysing the environmental impact and measuring the **CARBON FOOTPRINT** of production in the scope of the city of São Paulo / SP.

Sole Paragraph. Based on the general calculation of carbon emission or equivalent carbon,



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the city of São Paulo will neutralize emissions from production in the city of São Paulo / SP using carbon credits generated from municipal landfills.

5.5. **SPCINE** will be entitled to program, at no additional cost, the exhibition of the **PROJECT** resulting from the beneficiary **PROPOSAL** in the rooms of the Spicine Cinema Circuit, the Cineclube Spicine or any new rooms or platforms managed by **SPCINE** or its partners and collaborators, free of charge to the viewer or at accessible prices, 05 (five) years after its commercial launch, subject to any specific contracts that have a more extended period of exclusivity.

§1º If **SPCINE** is interested in exhibiting the **PROJECT** in any room or platform described in the caput, during the period and conditions that are convenient to **SPCINE**, **SPCINE** is fully entitled to decide on the schedule, including locations, dates, days and times of exhibition. The beneficiary **PROPONENT** will be responsible, directly or by its contractors, partners, or collaborators, to supply the media in a format requested by **SPCINE** and materials for the disclosure of the **PROJECT** (photos, press release, viewing link, among other appropriate items).

§2º **SPCINE** reserves the right not to program the **PROJECT** in the rooms or platforms described in the caput.

5.6. If the beneficiary **PROPONENT**, either directly or through its contractors, partners or collaborators, does not sell the **PROJECT** in VOD (Video on Demand) platforms within the period of 01 (one) year after its commercial launch, **SPCINE** will be entitled to program it on VOD platforms owned by it, without any additional licensing or acquisition costs, respecting the remuneration and exhibition policy of the respective platform.

§1º If the beneficiary **PROPONENT**, directly or through its contractors, partners or collaborators, commercializes the **PROJECT** in VOD platforms within the period of 01 (one) year after its commercial launch, **SPCINE** will have the right to program it on platforms of VOD owned by it, respecting a grace period of 01 (one) year from the first showing in the first VOD platform, if a longer-term is not provided for in its own contract, without any additional licensing or acquisition cost and in compliance with the remuneration and display of the respective platform.

§2º The programming of the **PROJECT** in a VOD platform of its ownership is at the sole discretion of **SPCINE**, subject to the conditions of these items.

§3º It will be **SPCINE's** responsibility to make the necessary adjustments to display the **PROJECT** in a VOD platform, following the requirements of the platform managed by **SPCINE**.

6. CONDITIONS FOR PARTICIPATION AND ELIGIBILITY

6.1. The following can participate in this **NOTICE**:

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I- In Modules 1 (**INTERNATIONAL PRODUCTIONS**), 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**) and 5 (**PROSPECTION**), **FOREIGN PRODUCTION COMPANIES** associated with a **BRAZILIAN PRODUCTION COMPANY**, through the **BRAZILIAN PRODUCTION COMPANY**.

II- In Module 2 (**NATIONAL PRODUCTIONS**), **NATIONAL PRODUCTION COMPANIES**.

III- In Module 4 (**SCREENPLAY**), **FOREIGN PRODUCTION COMPANIES** directly or duly associated with a **BRAZILIAN PRODUCTION COMPANY**, through the **BRAZILIAN PRODUCTION COMPANY**.

§1º The association between the **FOREIGN PRODUCTION COMPANY** and the **BRAZILIAN PRODUCTION COMPANY** will be demonstrated under Normative Instruction N. 79/2008 / ANCINE, especially with proof of communication to the Agency and sending of the following documentation:

- a) Copy of the contract signed between the foreign producing company or legal representative of the company and the Brazilian production company, indicating the mutual responsibilities, the agreed form of remuneration, and the period of validity of the instrument.
- b) Copy of the translation of the contract described in item “a”, when in a foreign language.
- c) Provisional filming/recording plan, indicating dates and locations in the city of São Paulo, where the work will be carried out.
- d) Copy of the passport identification pages of each foreign professional or equivalent accepted document in the event of an agreement, between Brazil and the country of origin, which deals with foreigner work in national territory, especially for MERCOSUR member countries.

§2º In the case of COPRODUCTION involving more than one **BRAZILIAN PRODUCTION COMPANY**, only one of them must be listed as a **PROPONENT**.

§3º The documents described in Paragraph 1 above will only be required when formalizing a **CONTRACT** with **SPCINE**. For registration of the **PROPOSAL**, only a declaration of associative commitment between the parties will be required.

6.2. **PROPOSALS** for **PROJECTS** to be produced wholly or partially in the city of São Paulo / SP with international promotional and cultural relevance are eligible.

6.3. The contribution of the **RESOURCE** will be conditioned to the realization, in the city of São Paulo / SP, of expenditure on **ELIGIBLE EXPENSES** as established in Annex 01, demonstrable at the time of the rendering of accounts, in an amount no inferior to R\$ 2,000,000.00 (two million reais), except for **PROPOSALS** of Modules 4 (**SCREENPLAY**) and 5 (**PROSPECTION**).

Sole Paragraph. For **PROPOSALS** of Module 5 (**PROSPECTION**), only **ELIGIBLE EXPENSES** as established in the Annex 01 are allowed.



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6.5. **PROPOSALS** for **PROJECTS** of the following types and formats are eligible:

I- In Modules 1 (**INTERNATIONAL PRODUCTIONS**) and 2 (**NATIONAL PRODUCTIONS**), **INTERNATIONAL PRODUCTIONS** or **NATIONAL PRODUCTIONS** are eligible, respectively, in the following formats:

a) Feature films with a minimum duration of 71 (seventy-one) minutes, fiction or animation, intended for initial exploration in commercial movie theatres, television broadcasting, or exploration through digital audiovisual service platforms, namely VOD or SVOD.

b) Serial **PROJECTS** with at least 03 (three) episodes with a minimum season length of 100 (one hundred) minutes, of fiction, animation, or reality shows, initially intended for television broadcasting or exploration through digital audiovisual service platforms, namely VOD or SVOD.

II- In Module 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), **PROPOSALS** for **PROJECTS** that demonstrate contracting by a foreign economic agent (production company or advertising agency) and that include proof of the countries and respective media in which the **PROJECT** will be broadcast are eligible.

III- In Module 4 (**SCREENPLAY**), **INTERNATIONAL PRODUCTIONS** are eligible in the following formats:

a) Feature films with a minimum duration of 71 (seventy-one) minutes, fiction or animation, intended for initial exploration in commercial movie theatres, television broadcasting, or exploration through digital audiovisual service platforms, namely VOD or SVOD.

b) Serial **PROJECTS** with at least 03 (three) episodes with a minimum length of season of 180 (one hundred and eighty) minutes, of fiction, animation, or reality shows, initially intended for television broadcasting or exploration through digital audiovisual service platforms, namely VOD or SVOD.

6.6. In the case of serial **PROJECTS**, the cost of production per minute must be equal to or greater than R\$ 10,000.00 (ten thousand reais).

6.7. The eligibility requirements of the **PROPOSALS** will be evaluated and scored according to the **QUALIFICATION MATRIX** in order to ensure the objectives of **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM** and the cultural nature of the **PROJECTS** that may eventually benefit, especially for their cultural characteristics and their potential for contribution for the enhancement of cinematography and audiovisual in the city of São Paulo / SP.



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6.8. Only the following **PROPOSALS** can be contemplated and qualified in the **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM**:

I- In Modules 1 (**INTERNATIONAL PRODUCTIONS**) and 2 (**NATIONAL PRODUCTIONS**), **PROPOSALS** that achieve at least 20 (twenty) points in the **QUALIFICATION MATRIX**, in addition to observing and complying with the other conditions set out in Annex 02, in the total of sections A, B and C (Tables 1.2 and 2.2, respectively), provided that:

a) They obtain at least 03 (three) points in the subtotal of section A1 and 04 (four) points in the subtotal of section C1.

b) If a **PROPOSAL** does not obtain the required score in section B1, it must obtain at least 15 (fifteen) points in the subtotal of section D1.

II- In Module 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), **PROPOSALS** that reach at least 20 (twenty) points in the **QUALIFICATION MATRIX**, in addition to observing and complying with the other conditions set out in Annex 2, provided that they have scored at least 04 (four) points in the subtotal of the sections A1 and 6 (six) points in the subtotal of sections B1 and C1.

III- In Module 4 (**SCREENPLAY**), **PROPOSALS** that achieve at least 36 (thirty-six) points in the **QUALIFICATION MATRIX**, in addition to observing and complying with the other conditions set out in Annex 2, provided that they have scored at least 08 (eight) points in the subtotal of section A, 07 (seven) points in the subtotal of section B and 06 (six) points in the subtotal of section D.

a) If a proposal does not obtain the required score in section C, it must obtain at least 10 (ten) points in the subtotal of section E.

IV- In Module 5 (**PROSPECTION**), **PROPOSALS** that reach at least 28 (twenty-eight) points in the **QUALIFICATION MATRIX**, in addition to observing and complying with the other conditions set out in Annex 02, in the total of sections A, B and C (Tables 1.2 and 2.2, respectively), provided that:

a) They obtain at least 03 (three) points in the subtotal of section A1 and 04 (four) points in the subtotal of section C1.

b) If a **PROPOSAL** does not obtain the required score in section B1, it must obtain at least 15 (fifteen) points in the subtotal of section D1.

7. IMPEDIMENTS

7.1. **PROPONENTS** are prohibited from participating in the selection and contracting process if:

I- They are not up to date with their obligations to the Municipal and Federal Administration,



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directly or indirectly, including **SPCINE**, **SMC** and **SMTUR**.

II- Their partners, administrators, directors or employees with management power:

a) Are public servants or employees, occupying positions or effective functions, elective or in commission, directly or indirectly linked to **SMC**, **SMTUR**, **SPCINE** or **ANCINE**, as well as their respective spouses, partners, relatives in a straight, collateral or affinity up to the second degree.

b) Are members of the Executive, Legislative, Judiciary, Public Prosecutor and Court of Auditors Powers, from any sphere of government.

c) Fall into the cases of impediment provided for in Article 38 of Federal Law No. 13,303 / 2016.

7.2. **PROPOSALS** for **PROJECTS** of political or religious content or orientation, as well as pornographic films or **PROJECTS** which, in abuse of freedom of speech, promote messages of racism, xenophobia, violence or political and religious intolerance or other values and attitudes contrary to the fundamental principles, rights, and freedoms enshrined in the Brazilian Constitution or international law, or in any way intentionally promote such values or attitudes are not eligible.

7.3. The application, selection or contracting that are affected by the hypotheses of impediment or that do not meet the conditions of participation and eligibility may be contested at any time.

8. APPLICATION PROCEDURES

8.1. Applying to this selection process requires the prior and full acceptance of the rules of this **NOTICE**, including the content of the annexes.

8.2. **SPCINE** will make available on the website _____ a **PROPOSAL** eligibility simulation through which the interested party can preliminarily assess its eligibility potential prior to application.

8.3. Applications must be submitted exclusively through the electronic registration system, which will be open from ____ until 6 p.m. on 12/31/2020, by completing and sending the attachments available at the electronic address (_____) and the payment of the registration fee.

§1º To effect the registration of the **PROPOSAL**, payment will be required, by bank deposit in an account to be indicated by **SPCINE**:

a) For Modules 1 (**INTERNATIONAL PRODUCTIONS**) e 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), the required amount is R\$ 30,000.00 (thirty thousand reais).

b) For Modules 2 (**NATIONAL PRODUCTIONS**) and 4 (**SCREENPLAY**), the required amount is R\$ 7,000.00 (seven thousand reais).



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§2º The amount paid as registration fee will be considered **ELIGIBLE EXPENSE** in case of selection and contracting of the **PROPOSAL**.

§3º The reception of applications will be open permanently until the funds available for the **NOTICE** are exhausted as the selected and qualified **PROPOSALS** are contracted, when applications will be closed.

§4º If there is an additional resource contribution after the suspension of the application process, the application and selection process may be reopened, following the same procedures.

§5º The suspension and resumption of applications will be published in the Official Gazette of the City of São Paulo.

8.4. It is necessary to attach the following mandatory documentation (via upload):

I- For **PROPOSALS** of any Module:

a) Application form (Annex 03). All options marked and selected by the **PROPONENT** in its Application Form assume the nature of enunciative declarations of rights and obligations related to its **PROPOSAL** and its characteristics and, in case of falsehood, it will be subject to the COMMISSION provided for in this **NOTICE**, specifically in its item 16.4, without prejudice to civil or criminal liability.

b) Synopsis and/or script of the **PROJECT**, as the case may be, except for **PROPOSALS** of Modules 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**) and 5 (PROSPECTING). For **PROPOSALS** of Module 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), the treatment must be presented.

c) Production budget of the **PROJECT**, according to the model in Annex 04, except for **PROPOSALS** of Module 4 (**SCREENPLAY**).

d) Declaration of default and compliance with the conditions of participation, eligibility, and impediments, according to the model in Annex 05.

e) Declaration of responsibility regarding copyright and third parties involved in the accomplishment of the **PROPOSAL**, according to the model in Annex 06.

f) **PROPOSAL** funding plan.

g) Distribution or diffusion plan and respective contracts, if any.

h) In cases of COPRODUCTION, signed copies of the corresponding adjustment (s).



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i) If the **PROPONENT** ran an eligibility simulation before the application of the **PROPOSAL**, they must submit it. The simulation of prior eligibility is a mandatory document for **PROPOSALS** of Module 5 (**PROSPECTION**).

j) Term of commitment to meet the conditions of affirmative policies promoted by **SPCINE**, in accordance with the options of the **QUALIFICATION MATRIX**, according to the model in Annex 02.

k) Other documents that the **PROPONENT** considers relevant to the assessment of the **PROPOSAL**'s eligibility, such as notes of intent or additional technical or artistic explanations.

II- For **PROPOSALS** of Modules 1 (**INTERNATIONAL PRODUCTIONS**), 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**) and 5 (**PROSPECTION**), in addition to the documentation referred to above in ITEM I:

a) Declaration of associative commitment signed between the **FOREIGN PRODUCTION COMPANY** and the **BRAZILIAN PRODUCTION COMPANY**, according to the model in Annex 08.

8.5. Modifications or substitutions of data and attachments of the **PROPOSAL** will not be accepted after the application is completed, observing items 10.1 and clause 13.

8.6. **SPCINE** is not responsible for any congestion in the online registration system. The **PROPONENT** is responsible for taking the necessary steps promptly.

8.7. **SPCINE** will not provide copies of the submitted **PROPOSALS** or disclose information about them or the respective eligibility simulations. They will be kept confidential and will only be disclosed to the members of the **SPECIAL EVALUATION COMMISSION** for the sole purposes of analysis and selection.

§1º Without prejudice to the provisions of the caput, confidentiality covers, among others, documents protected by copyright or related rights, as well as documents that reveal a secret concerning literary, artistic, industrial or scientific property, technical or commercial secrets, confidential aspects the **PROPOSALS** and any other information whose content may be used to distort competition or harm the **PROPONENT**'s rights in the evaluation process or after that.

§2º In the event of a request for access to documents by a judicial or administrative authority, in particular by internal or external control bodies, **SPCINE** will provide the documentation requested by the authority, including the confidentiality information.

8.8. No documentation sent to **SPCINE** will be returned.

8.9. Documents other than those provided for in this **NOTICE** will be disregarded.



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8.10. All **PROPOSALS** registered in the delimited period will continue to the selection phase, whose verification of documentary adequacy (qualification) will be carried out promptly after their final selection and prior to the signing of the **CONTRACT**.

Sole Paragraph. If the registration documentation presented is incomplete or in disagreement with the requirements of this **NOTICE** in order to make the **PROPOSAL** analysis and classification unfeasible, the selection of this **PROPOSAL** may be impaired, without prejudice to the possible disqualification at the appropriate stage and the possibility of new registration.

9. SELECTION PROCESS

9.1. The **SPECIAL EVALUATION COMMISSION** will analyse and select the registered **PROPOSALS** according to the order of their application within a period of up to 20 (twenty) working days.

Sole Paragraph. For **PROPOSALS** of Module 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), the analysis period will be up to 10 (ten) working days.

9.2. The **PROPOSALS** registered in the delimited period will be analysed and selected according to the criteria of the **QUALIFICATION MATRIX**.

§1º If there are equivalent final grades, the tiebreaker will be:

- I- The **PROPOSAL** with the highest expenditure in the city of São Paulo / SP.
- II- If the tie remains, the result will be determined by drawing lots.

9.4. The score and respective classification of the **PROPOSALS** registered in the delimited period will be published in the Official Gazette of the City of São Paulo.

9.5. When the value of the selected and qualified **PROPOSALS** reach 50% (fifty percent) of the budget available for the **NOTICE**, **SPCINE** may, at the discretion of the **SPECIAL EVALUATION COMMISSION**, suspend the automatic registration and selection process and assign the 50% (fifty per percent) remaining of the budget available for **PROPOSALS** that, fulfilling the conditions of participation and eligibility, demonstrate a more significant impact on the international projection of the **PROJECT** and the city of São Paulo / SP, through the evaluation of the **SPECIAL EVALUATION COMMISSION**.

9.6. The **SPECIAL EVALUATION COMMISSION** may, employing a duly substantiated decision, decide not to contract **PROPOSALS** even if they meet minimum eligibility requirements, if the **COMMISSION** judges that they are not adequate with the objectives of **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM**, in particular by its cultural characteristics and its potential to contribute to the enhancement of cinematography and audiovisual in the city of São Paulo / SP.



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9.7. The **SPECIAL EVALUATION COMMISSION** may include, for the selected **PROPOSALS**, indications, or warnings that they consider relevant to critical factors of their execution.

Sole Paragraph. Any indications or warnings under the caput may be cause for the requirement of additional documentation or conditions for signing the **CONTRACT**.

9.8. Regarding the analysis and classification, as well as any decision not to contract under the terms of item 9.6 above, a single appeal can be duly justified and filled with the reasons for disagreement, according to the appeal submission form (Annex 09), within 05 (five) business days from the first business day following the publication of the decision in the Official Gazette of the City of São Paulo.

I- The appeal can only be sent to the electronic address _____ until 18:00 hours (6 p.m.) on the last day of the period indicated above.

II- The timeliness of the receipt of the documentation will be confirmed by the time the electronic mail was sent by the **PROPONENT**.

III- The Annex must be sent via electronic correspondence duly digitized, signed and dated, in Portable Document Format (PDF).

10. QUALIFICATION

10.1. The qualification stage consists of checking the documents, items and information required in the application, so that the **PROPONENTS** who are selected in the delimited period prove to have the requirements of in this **NOTICE** and the registration of each **PROPOSAL** is enabled.

§1º If any incompleteness or inadequacy of documents liable to be remedied is verified, aiming at the breadth of participation and with respect to the principle of moderate formalism, **SPCINE** will convene the **PROPONENTS** in this situation via electronic correspondence for the own adequacy, within 05 (five) working days, under penalty of disqualification.

§2º Applications whose **PROPONENTS** have not met all the requirements set out in this **NOTICE** will be disqualified.

10.2. **SPCINE** will publish in the Official Gazette of the City of São Paulo the applications which have been disabled during the period and the reasons for the disqualification.

10.3. The **PROPONENT** whose registration is disabled may appeal by filling in the appeal submission form (Annex 09), within 05 (five) business days from the first business day following the publication of the reason for disqualification in the Official Gazette of the City of São Paulo.



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I- The appeal can only be sent to the electronic address _____ until 18:00 hours (6 p.m.) of the last day of the period indicated above.

II- The timeliness of the receipt of the documentation will be confirmed by the time the electronic mail was sent by the **PROPONENT**.

III- The Annex must be sent via electronic correspondence duly digitized, signed and dated, in Portable Document Format (PDF).

10.4. The result of the assessment of the appeals filed will be published in the Official Gazette of the City of São Paulo.

11. CONTRACTING WITH SPCINE

11.1. The selected and qualified **PROPONENT** will have a period of 02 (two) months to meet the conditions for contracting with **SPCINE**, counting from the first business day following the date of publication of their qualification in the Official Gazette of the City of São Paulo.

11.2. The **PROPONENT** must present, for the signature of the **CONTRACT**, the documents listed in the necessary documentation for contracting with **SPCINE**, as listed in Annex 10.

11.3. The **PROPONENT** must be in default before the City of São Paulo and its organs and entities, in particular, **SPCINE**, **SMC** and **SMTUR**. In the hypothesis of **NATIONAL PRODUCTION COMPANIES**, they must also prove tax, social security, labour regularity with the Severance Pay Fund (FGTS), and in the CADIN (Informative Register of Unpaid Credits) of the City of São Paulo before signing the **CONTRACT**.

11.4. The **CONTRACT** will be formalized in accordance with the draft in Annex 15.

11.5. The **PROPOSAL** will be disabled for contracting in the following cases:

I- If the selected **PROPONENT** does not present the required documentation at any time in this **NOTICE** within the time allowed.

II- If any impediment or administrative suspension is found or if a selected **PROPONENT** is found not to be up to date with possible accountability of projects previously supported by **SPCINE** or other bodies or entities of the City of São Paulo, in particular **SMC** or **SMTUR**.

§1º Any disqualification will be published in the Official Gazette of the City of São Paulo.

§2º An appeal may be filed with **SPCINE** against the disqualification, by completing the appeal submission form (Annex 09), within 05 (five) business days from the first business day following



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the publication in the Official Gazette of the City of São Paulo.

I- The appeal can only be sent to the e-mail address ____ by 18:00 (6 p.m.) of the last day of the period indicated above.

II- The timeliness of the receipt of the documentation will be confirmed by the time the electronic mail was sent by the **PROPONENT**.

III- The Annex must be sent via electronic correspondence duly digitized, signed and dated, in Portable Document Format (PDF).

11.6. **SPCINE** may request the selected **PROPONENTS**, at any time, for other documents that it deems necessary in order to complement the documentation already presented.

Sole Paragraph. In the event of confidential documents, the selected **PROPONENT** must guarantee **SPCINE** access, at least, to the relevant information necessary for contracting or determining obligations and rights derived from contracting.

11.7. The selected **PROPONENTS**, upon signing the **CONTRACT** with **SPCINE**, are responsible for the operational, managerial, and financial execution of the **PROPOSAL** as approved.

11.8. The eventual replacement of the parties involved in the **PROPOSAL** will be allowed in the period between registration and the eventual contracting, provided that the new beneficiary meets the qualification and contracting requirements and can benefit from the eligible expenses, maintaining the essential characteristics of the **PROPOSAL** as evaluated according to the **QUALIFICATION MATRIX**.

12. PAYMENT METHOD

12.1. The **RESOURCE** will be released to the beneficiary **PROPONENT** as follows:

I- For Modules 1 (**INTERNATIONAL PRODUCTIONS**) and 2 (**NATIONAL PRODUCTIONS**):

- a) First instalment within 10 (ten) business days from the signing of the **CONTRACT**, corresponding to 10% (ten percent) of the approved amount.
- b) Second instalment at the beginning of filming in the city of São Paulo / SP, corresponding to 30% (thirty percent) of the approved amount.
- c) Third instalment at the end of filming in the city of São Paulo / SP and presentation of the partial accountability, corresponding to 20% (twenty percent) of the approved amount.
- d) Fourth instalment after approval of the final rendering of accounts and placement of the **PROJECT** following the **PROPOSAL**, corresponding to the remaining balance of the total



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approved amount which, after the presentation of the final rendering of accounts, may eventually be higher, according to item 3.4.

Sole Paragraph. The release of each subsequent instalment will be subject to the presentation of partial accountability of the previous instalment.

II- For Module 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), the **RESOURCE** will be released in a single instalment after the approval of the rendering of accounts, including the publication of the **PROJECT** in accordance with the **PROPOSAL** and unequivocal demonstration that it is faithful to the contract agreed.

III- For Module 4 (**SCREENPLAY**), the **RESOURCE** will be released in a single instalment after the publication of the **PROJECT** derived from the script awarded according to the **PROPOSAL** and an unequivocal demonstration that it is true to the selected script.

IV- For Module 5 (**PROSPECTION**), the **RESOURCE** will be released in a single instalment within 10 (ten) business days from the signing of the **CONTRACT** with the **BRAZILIAN PRODUCTION COMPANY**.

13. ALTERATION OF PROPOSAL

13.1. The **PROPONENT** who has been selected and opportunely contracted is obliged to immediately communicate to **SPCINE** any significant alteration of the **PROPOSAL** or its accomplishment that may impact the analysis and decision of eligibility of the same or the amounts to which it is entitled.

§1º If changes occur between selection and contracting, they must be informed and presented with the documentation for contracting.

§2º The following are considered significant changes to the **PROPOSAL** or its accomplishment, without prejudice to others:

I. Changes in the structure of the contractual relationship between the **FOREIGN PRODUCTION COMPANY** and the **BRAZILIAN PRODUCTION COMPANY**, especially in the cases of **COPRODUCTION**.

II - Changes in identity, nationality or tax residence or domicile and in the nature or quantity of participation in the **PROPOSAL** of any professional involved in the technical and artistic crews and cast or other elements evaluated under the terms of the **QUALIFICATION MATRIX**.

III- Changes to the script or production options or changes to the production, namely regarding filming and post-production locations and respective durations and dates, sustainability



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aspects of the filming or any other factors with an impact on the evaluation and scoring of the **PROPOSAL**'s characteristics under the terms of the **QUALIFICATION MATRIX**.

IV- Budget variations of more than 10% (ten percent) of the **PROJECT**'s production budget and any reductions in the **ELIGIBLE EXPENSES** forecast likely to put the **PROPOSAL**'s eligibility at risk, including variations in the total budget if it was subject to a scoring criterion under the terms **QUALIFICATION MATRIX**.

13.2. The communication of significant change will be submitted to the appreciation of the **SPECIAL EVALUATION COMMISSION** for priority analysis over the other **PROPOSALS** that are being evaluated in due time, within the same original analysis deadlines, for a timely new decision on the eligibility of the amended **PROPOSAL** and the values and any recommendations involved.

14. ACCOUNTABILITY

14.1. The beneficiary **PROPONENTS** in Modules 1 (**INTERNATIONAL PRODUCTIONS**), 2 (**NATIONAL PRODUCTIONS**), 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**) and 5 (**PROSPECTION**) must submit to **SPCINE** the set of documents that provide for the verification of the accomplishment of **ELIGIBLE EXPENSES** within the term of 15 (fifteen) working days after the completion of the respective stage.

14.2. The rendering of accounts must be presented through the following documents:

I- Presentation letter formalized by the legal representative of the beneficiary **PROPONENT** and signed by a duly qualified accountant or accounting technician, according to the model in Annex 11.

I- Monitoring report on the development of the **PROPOSAL**, according to the model in Annex 12.

II- Analytical spreadsheet of **ELIGIBLE EXPENSES** spent, according to the model in Annex 13.

III- Counterpart documents according to item 5.2.

Sole Paragraph. **SPCINE** may, at any time for the period of filing the documentation and at its sole discretion, request proof of **ELIGIBLE EXPENSES** contained in the analytical spreadsheet, to conduct a sample check.

14.3. Expenses incurred after registration of the **PROPOSAL** or at the discretion of **SPCINE** will only be allowed after the completion of the eligibility simulation.

Sole Paragraph. Any expenses incurred before the actual contract with **SPCINE** and confirmation



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of availability of the amount are the sole responsibility of the **PROPONENT**.

14.4. **SPCINE** may request additional clarification or documentation complementary to that presented within 30 (thirty) days from the notification or another appropriate deadline in order to fulfil the requirement.

14.5. **SPCINE** may, at any time, request partial presentation of accounts of what has already been spent, within a minimum period of 30 (thirty) two days from the notification.

14.6. For the final rendering of accounts and verification of the final value of the fourth instalment under the terms of item 12.1, I, "d", additionally and without prejudice to the documents required in item 14.2, the following documents must be presented:

I- Demonstration of completion of the **PROJECT**.

II- Demonstration of the distribution and/or diffusion and/or commercialization of the **PROJECT** according to the **PROPOSAL** and by presenting contracts related to the detailed exploration in each territory. Mandatory contracts with sales agents or non-binding instruments are not sufficient for this purpose.

Sole Paragraph. For the purposes of demonstrating completion of the WORK in accordance with ITEM I above, it will be required:

- a) 01 (one) copy of the definitive version of the **PROJECT**, as made available for exhibition in the commercial circuit of movie theatres, in the case of cinematographic projects, or as made available for the purpose of television broadcasting or commercialization through other audiovisual services, subtitled in Portuguese if distributed in national territory, provided that the services are adequate for preserving and viewing the **PROJECT**.
 - a.1) The copy must be sent in a digital file in the best quality available, through physical HD (hard drive).
 - a.2) If distributed in national territory, the **PROJECT** and its distribution must obey all parameters and accessibility rules defined by the competent body, especially ANCINE.
- b) Accompanying materials for dissemination and promotion activities:
- c) Trailer of the **PROJECT** for use in promotion and dissemination.
- d) Press kit or synopsis in Portuguese (Brazil), for promotional purposes, with a maximum of 500 (five hundred) characters.
- e) **PROPONENT**'s statement that they have acquired the necessary rights to exhibit and



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disseminate the **PROJECT**, according to the model in Annex14, especially regarding the use of music and images and incidental payments.

f) **PROJECT** registration at ANCINE, in the corresponding category. In the case of Module 1 (**INTERNATIONAL PRODUCTIONS**), registration with ANCINE will only be required if the **PROJECT** is intended for distribution or dissemination in the national territory as well.

g) **PROJECT** poster.

h) Distribution or dissemination contracts in accordance with the **PROPOSAL**, and by presenting contracts related to the detailed exploration in each territory. Mandatory contracts with sales agents or non-binding instruments are not sufficient for this purpose.

14.7. Deadline for presentation of the final accountability:

I- For Modules 1 (**INTERNATIONAL PRODUCTIONS**) and 2 (**NATIONAL PRODUCTIONS**), the deadline will be up to 24 (twenty-four) months from the date of the first **ELIGIBLE EXPENSE**, or up to 36 (thirty-six) months in the case of animation **PROJECTS**.

a) The deadlines for the presentation of the final rendering of accounts may be extended to a maximum of, respectively, 36 (thirty-six) months or 48 (forty-eight) months, upon a duly justified request by the **PROPONENT**, at the discretion of **SPCINE** and after hearing the **SPECIAL EVALUATION COMMISSION**.

II- For Module 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**), the deadline will be up to 06 (six) months from the date of the first **ELIGIBLE EXPENSE**.

a) The deadline for the presentation of the final accountability may be extended to a maximum of 12 (twelve) months, upon a duly justified request by the **PROPONENT**, at the discretion of **SPCINE** and after hearing the **SPECIAL EVALUATION COMMISSION**.

III- For Module 4 (**SCREENPLAY**), the **PROPONENT** will have up to 36 (thirty-six) months from the signing of the **CONTRACT** to demonstrate the conclusion of the **PROJECT** derived from the selected **SCREENPLAY**, as per item 14.6 above.

a) The deadline may be extended upon a duly justified request by the **PROPONENT**, at the discretion of **SPCINE** and after hearing from the **SPECIAL EVALUATION COMMISSION**.

IV- For Module 5 (**PROSPECTION**), the deadline will be up to 03 (three) months from the signing of the **CONTRACT**.

a) The deadline may be extended upon a duly justified request by the **PROPONENT**, at the discretion of **SPCINE** and after hearing from the **SPECIAL EVALUATION COMMISSION**.

14.8. If, in the final rendering of accounts, the beneficiary **PROPONENT** fails to demonstrate the expenditure incurred in minimum **ELIGIBLE EXPENSES** required following the approved **PROPOSAL**, in particular for the purposes of verifying the amount of **CASH REBATE** to which it was entitled according to the analysis of the **MATRIZ QUALIFICATION**, the difference between the approved and the accomplished must be returned to **SPCINE** within 30 (thirty) working days from the administrative notification.

14.9. The tax documents corresponding to **ELIGIBLE EXPENSES** must contain, necessarily and without prejudice to the other information required by the applicable accounting and tax rules, the indication of the **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM**, the description of the services or merchandise, invoice number, CNPJ (National Register of Legal Entities) number, state or municipal registration as the case may be and the name of the service provider.

§1º Documents supporting **ELIGIBLE EXPENSES** that cannot be electronically certified must contain the **CONTRACT** number formalized with **SPCINE**.

§2º Payments to natural persons must be made through a Self-Employed Payment Receipt (RPA) containing the same elements of the caput, except in the case of justified impossibility, in which case the acceptance will be at the discretion of **SPCINE** after hearing from the **SPECIAL EVALUATION COMMISSION**.

14.10. The documents related to the rendering of accounts must be appropriately presented scanned by electronic correspondence to the address prestacao@spcine.com.br, with possible exceptions of the items that require a physical copy due to their nature.

§1º The documents must be saved in an e-drive in Portable Document Format (PDF), following the bank statement / order of payment and following the nomenclature model: Order of payment_ddmmyy) _name of the budget item.

§2º **SPCINE** may, if they deem appropriate, require the presentation of documentation in hard copy.

14.11. The documentation related to the rendering of accounts must be filed by the beneficiary **PROPONENT** in a period of 05 (five) years from the final rendering of accounts and may be requested at any time by **SPCINE** in this period, especially for verification of instances of internal or external control.

14.12. Any inconsistencies in the rendering of accounts or in non-eligible expenses will give rise to the disallowance of these, which burden will be of the beneficiary **PROPONENT**.

§1º In the event of disallowance of expenses, the beneficiary **PROPONENT** may present a plan to replace disallowed expenses with other parts of the production budget that meet the eligibility and acceptance requirements.



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§2º Disallowed and unsubstantiated expenses will be subtracted from the value of the subsequent instalment to which the beneficiary **PROPONENT** is entitled or, if there are no subsequent instalments, the equivalent value to the disallowed and unsubstantiated expenses must be returned to **SPCINE**, duly corrected by IPC-FIPE (Consumer Price Index) within 30 (thirty) working days from the date of administrative notification.

14.13. The rules of accountability of **SPCINE** contained in Ordinance No. 01/2015 / Spcine, or another ordinance that may replace it, apply to this clause, in a subsidiary manner.

15. COPING WITH PANDEMICS

15.1. Because of the current coronavirus pandemic (COVID-19) and its impacts on the production chains of several areas, due to pandemics or other situations of force majeure that affect the normality of production and the economic sectors involved, including as a result of administrative or judicial determinations of the competent bodies, the **PROPOSALS** of Modules 1 (**INTERNATIONAL PRODUCTIONS**), 2 (**NATIONAL PRODUCTIONS**) and 3 (**INTERNATIONAL PUBLICITY PRODUCTIONS**) which benefit from **SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM** must comply with all recommendations of public health agencies, especially of the World Health Organization and the Municipal Health Secretariat of São Paulo concerning the necessary care to avoid contamination and transmission of diseases, including also the fulfilment of eventual filming interruptions.

15.2. If the **PROPOSALS** for Modules 1 (**INTERNATIONAL PRODUCTIONS**), 2 (**NATIONAL PRODUCTIONS**) and 3 (**INTERNATIONAL ADVERTISING PRODUCTIONS**) are directly impacted by suspensions of filming resulting from government determinations, in the face of outbreaks, epidemics, and pandemics of diseases or other situations of force majeure, the **BRAZILIAN PRODUCTION COMPANY** may, during the shutdown period, continue to remunerate technicians, assistants and other self-employed workers involved in the production.

§1º In this case, an additional percentage of up to 05% (five percent) of the initially approved total value of **CASH REBATE** may be granted, which must be used exclusively for the continuity of these workers' remuneration, duly demonstrated through the rendering of accounts.

§2º The granting of the additional amount for maintaining the workers' remuneration must be previously requested to **SPCINE** and will be subject to the availability of resources from the **NOTICE** at the time of the eventual approval of the request.

§3º In these cases, the advance payment of the impacted workers' remuneration will also be admitted, given that it be duly demonstrated and justified when the respective stage is accounted for.

15.3. The actions defined in this clause are aimed at mitigating the negative impacts on income and employment of professionals in the basic categories of the audiovisual industry, who represent those



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economically most vulnerable during crises of this nature.

15.4. In case of the stoppage of filming, whether determined by national authorities or by the governments from which the international productions originate, there may be an extension of the deadlines for the rendering of accounts, finalization, and exhibition of the **PROJECT** and all others affected by the stoppage.

16. ADMINISTRATIVE SANCTIONS

16.1. The default, non-execution or total or partial violation of this **PUBLIC NOTICE**, of the **CONTRACT** or the applicable legislation, will subject the beneficiary **PROPONENT** to the penalties established in the applicable legislation, especially in article 83 of Federal Law No. 13,303 / 2016 as well as, as the case may be, termination of the **CONTRACT** with the need for full or proportional refund of the **RESOURCE**.

16.2. Penalties will be applied as follows for all Modules, unless otherwise noted:

I- Warning, limited to 04 (four) during the term of the **CONTRACT**, for infractions that do not affect the proper execution of the **PROPOSAL**.

a) Once the fourth warning is reached, a fine of 0.5% (zero point five percent) will be applied to the amount of the **RESOURCE** that has already been received. Once the limit is reached, new infractions will directly lead to the application of the fine.

II- For the total non-execution of the **CONTRACT** that consequently results in non-realization of the **PROPOSAL** as approved, a fine of 10% (ten percent) on the value of the **RESOURCE**, without prejudice to the termination of the **CONTRACT** and the eventual return of the **RESOURCE** that has already been received.

a) The fine provided for in this item may be waived if the amount of **RESOURCE** that has already been received is fully refunded, duly updated from the date of receipt until the date of payment.

III- For the unjustified and unauthorized delay in carrying out the **PROPOSAL** or in the presentation of any of the elements or materials required for consideration or accountability, a fine of 0.5% (zero point five percent) on the amount of the **RESOURCE**.

a) The fine will be applied after the initial delay and successively for every 10 (ten) days of delay.

b) Once the limit of 60 (sixty) days of delay has been reached, partial non-execution of the **CONTRACT** may be considered, with the possibility of termination, without prejudice to the other applicable legal and contractual related ones.



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IV- For partial non-performance or breach of any clause of the **CONTRACT**, the **NOTICE** or the applicable legal and regulatory provisions, a fine of 0.5% (zero point five percent) on the amount of the **RESOURCE**. This fine will be doubled every 02 (two) applications.

V- Suspension of the right to participate in public notices, programs and to contract with **SPCINE** and other organs and entities of the City of São Paulo for a period of 02 (two) years or until the rehabilitation of the offending **PROPONENT** is promoted.

16.3. The penalties provided for are independent and can be applied cumulatively, as the case may be.

16.4. The application of any penalty may give rise to contractual termination by **SPCINE**, after hearing the **SPECIAL EVALUATION COMMISSION**, with the possible obligation to return the **RESOURCE** already received duly updated.

§1º Partial accountability of what has already been done may, at the sole discretion of the **SPECIAL EVALUATION COMMISSION**, partially execute the **CONTRACT**, with the possible need for a proportional return of the **RESOURCE** already received, either on unused balance or, if already fully used, on unfulfilled portions of the **PROPOSAL**.

§2º In the event of the determination of return, the **RESOURCE** must be corrected by the IPC-FIPE (Consumer Price Index) from the date of receipt to the date of actual payment.

16.5. The fines provided for in this clause are not of a compensatory nature, and their payment will not release the **PROPONENT** from liability for any losses and damages resulting from the infractions committed.

16.6. The deadline for payment of fines or return of the duly corrected **RESOURCE** will be 30 (thirty) days from the administrative notification of **SPCINE**. In case of delay, the penalty for untimely foreseen in item 16.2, III, will be applied.

16.7. Any amounts due and unpaid will give rise to enrolment in the CADIN (Informative Register of Unpaid Credits) of the City of São Paulo and other applicable legal instances, such as enrolment of debts in active debt and judicial collection of amounts.

16.8. The penalties will only be applied to observe the legal procedures, especially those defined in the Municipal Law nº 14.141 / 2006, respecting the right to adversary system and full defence.

17. GENERAL PROVISIONS

17.1. The registration and selection of **PROPOSALS** under the terms of this **NOTICE** does not prevent the analysis and possible support for non-competing projects and actions, under the terms of article 7 of Municipal Decree No. 59.233 / 2020, using the resources available for public policy.



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17.2. **SPCINE**'s communication regarding the **PROPOSALS** and **PROPONENTS** will be carried out by the Official Gazette of the City of São Paulo, the exclusive responsibility of these being to monitor this means of communication, accessible in electronic format through the link <http://www.docidadesp.imprensaoficial.com.br/Busca.aspx>.

17.3. The following criteria are adopted for delimiting the deadlines established in this **NOTICE**, except for the periods expressly provided for in this instrument:

I- All periods will start on the first business day following publication in the Official Gazette of the City of São Paulo.

II- If the last day of the period is not a business day, it will be extended until the first subsequent business day

III- Working days are defined, for the purposes of this **NOTICE**, as the days when there are full working hours in the Public Administration of the City of São Paulo.

III- The time zone of Brasilia / DF, Brazil, is used for counting days and hours.

17.4. The documents and declarations to be forwarded are the sole responsibility of the **PROPONENTS**, and do not entail any civil or criminal liability for **SPCINE**, **SMC** or **SMTUR**, especially regarding their veracity.

Sole Paragraph. If any falsehood is detected in the information and/or documents presented, the **PROPOSAL** will be disqualified at any time or, if the **CONTRACT** has already been formalized, it will be immediately terminated, applying the applicable sanctions, without prejudice to communication to the competent bodies for verification of possible infractions or crime.

17.5. **SPCINE**, after hearing the **SPECIAL EVALUATION COMMISSION** or at its own suggestion, may revoke this **NOTICE** at any time, in whole or in part, for reasons of public interest, arising from a duly proven supervening fact, and must annul it due to the illegality of an official or upon provocation by a third party, through a written and substantiated statement, without the obligation to indemnify any losses to any interested or **PROPOSAL** being invoked.

17.6 Clarifications on this **NOTICE** will be provided by **SPCINE** by e-mail _____.

17.7. Any citizen is a legitimate party to challenge this **NOTICE** and must do so in person or via electronic correspondence sent to the electronic address _____. The "Subject" of the correspondence must contain the identification of the **NOTICE** and of the interested party.

§1º Any objections must be duly sent, scanned, dated, and signed by the interested party, within



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up to 05 (five) working days before the end of the registration.

§2º Any objections must be submitted by 18:00 of the last day of the scheduled deadline.

§3º The timeliness of the deadlines will be understood as the date and time of the forwarding of the electronic mail by the **PROPONENT**.

17.8. Omissions not provided for in this **NOTICE** will be resolved by the **SPCINE** Board of Directors, after hearing the **SPECIAL EVALUATION COMMISSION**.

17.9. All the instructions, observations and restrictions contained in its annexes are part of this **NOTICE**:

ANNEX 01- LIST OF **ELIGIBLE EXPENSES**

ANNEX 02- **QUALIFICATION MATRIX**

ANNEX 03- APPLICATION FORM

ANNEX 04- PRODUCTION BUDGET MODEL

ANNEX 05- MODEL OF DECLARATION OF DEFAULT AND COMPLIANCE WITH THE CONDITIONS OF PARTICIPATION, ELIGIBILITY, AND IMPEDIMENTS

ANNEX 06- MODEL OF DECLARATION OF RESPONSIBILITY REGARDING COPYRIGHT AND THIRD-PARTY RIGHTS INVOLVED IN CARRYING OUT THE **PROPOSAL**

ANNEX 07- MODEL OF DECLARATION OF ASSOCIATIVE COMMITMENT BETWEEN THE **FOREIGN PRODUCTION COMPANY** AND THE **BRAZILIAN PRODUCTION COMPANY**

ANNEX 08- MODEL OF STATEMENT OF AFFIRMATIVE POLICIES

ANNEX 09- APPEAL SUBMISSION FORM

ANNEX 10- MANDATORY DOCUMENTATION FOR **CONTRACT** SIGNING WITH **SPCINE**

ANNEX 11- ACCOUNTING PRESENTATION LETTER MODEL

ANNEX 12- MONITORING OF THE DEVELOPMENT OF THE **PROPOSAL** REPORT MODEL

ANNEX 13- MODEL OF ANALYTICAL SHEET FOR ACCOUNTABILITY

ANNEX 14- MODEL OF DECLARATION OF ACQUISITION OF THE RIGHTS REQUIRED TO DISPLAY AND DISCLOSE THE **PROJECT**

ANNEX 15- **CONTRACT** DRAFTS

ANNEX 16- VISUAL IDENTITY MANUAL

17.10. The forum of the city of São Paulo / SP is elected to settle any issues or pending issues arising from this **NOTICE**, to the exclusion of any other.

São Paulo, _____, 2020.

Laís Bodanzky

CEO



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Empresa de Cinema e Audiovisual de São Paulo S.A.

ANNEX 01 – LIST OF ELIGIBLE EXPENSES

Expenses related to personnel and the acquisition of goods and services in the City of São Paulo / SP are considered eligible, under the following terms:

1) Fixed and permanent expenses, as well as personnel remuneration of the BRAZILIAN PRODUCTION COMPANY.

2) Fees or payments of any kind attributed to service providers, natural or legal persons, who have their domicile or headquarters in the City of São Paulo.

3) In the case of goods and services provided by local entities, expenditure must comply with the following, in order to be eligible.

a) The legal entity must have a fiscal establishment (headquarters or branch) in the municipality of São Paulo / SP and must be duly registered with the Commercial Registry of the State of São Paulo (JUCESP).

SP Invoice must be issued by the legal entity contracted with all accessory tax obligations and other legal formalities.

c) All invoiced services must have been provided in the city of São Paulo / SP.

d) All the technical equipment necessary for the provision of services must be used in the city of São Paulo / SP.

e) In the case of equipment, namely cameras, lighting, sound equipment, among others, they must be purchased or rented in the city of São Paulo / SP.

4) Expenditure carried out in the municipality of São Paulo / SP during the development of a PROPOSAL that may eventually benefit from the SÃO PAULO CITY'S FILMING ATTRACTION PROGRAM, under the terms of item 14.3 of the NOTICE, may, given the eligibility simulation, be eligible, provided they are duly incorporated in the budget and accountability and observant of the other rules of this annex.

4.1) Expenses related to copyright are included in the expenses referred to in this paragraph, as long as they are indispensable for the production of the PROJECT, and the other conditions of this annex, including the PROPOSAL registration fee, are respected.

5) Up to the limit of 35% (thirty-five percent) of the total expenditure made in the municipality of São Paulo / SP, the expenses related to the following remunerations are eligible, observing a sub-limit of 10% (ten percent) per item:

a) Producers and producing companies, including executive producers.

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- b) Directors.
- c) Screenwriters.
- d) Other authors, such as authors of pre-existing works and musical composers.
- e) Main characters

7) For Modules 1 (INTERNATIONAL PRODUCTIONS), 2 (NATIONAL PRODUCTIONS) and 3 (INTERNATIONAL ADVERTISING PRODUCTIONS) the following are considered eligible expenses, provided that the requirements already mentioned are observed:

- a) Production crews responsible for:
 - a.1) Artistic, development, and script direction.
 - a.2) Administrative, technical, financial, and legal direction, and coordination.
 - a.3) Direction.
 - a.4) Preparation and assistance, including locations.
 - a.5) Execution of artistic and technical filming services.
 - a.6) Execution of artistic and technical services for soundtrack recordings.
 - a.7) Set design and set preparation.
 - a.8) Accessories for the set.
 - a.9) Costume, hair, makeup, and clothing accessories.
 - a.10) Special effects, including stuntmen.
- b) Production crews responsible for:
 - b.1) Machinery.
 - b.2) Lighting.
 - b.3) Set preparation.
- c) Crew members responsible for:

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- c.1) Animation montage.
- c.2) *Storyboards*.
- c.3) Character design and modelling.
- c.4) Conception and modelling of the set.
- c.5) Display sheets.
- c.6) Preview.
- c.7) Rotoscoping.
- c.8) *Tracking*.
- c.9) Motion capture.
- c.10) *Layout*.
- c.11) Animation.
- c.12) Set construction.
- c.13) *Tracing opaquing*.
- c.14) Colorization.
- c.15) Lighting and rendering.
- c.16) Composition.
- c.17) Visual effects.
- c.18) Sound and image editing, and mixing.

d) Expenses incurred with natural or legal persons specialized in technical products and services of:

- d.1) Studio rental.
- d.2) Production base rental.

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- d.3) Payment for locations specifically when rented for filming.
 - d.4) Set preparation at the filming locations.
 - d.5) Rental of scenography and scene objects.
 - d.6) Special effects, including stuntmen.
 - d.7) Costume, hair, makeup, and clothing accessories.
 - d.8) Necessary equipment for filming, machinery, lighting, and sound capture.
 - d.9) Animation (preparation and creation), as well as equipment, supplies, computer hardware, and software used directly for the animation process. The software must be paid for during the production of the project for which it was designed.
 - d.10) Post-production: image laboratory, image editing, voice recording, sound effects and sound design, mixing, sound editing, credits and trailers.
 - d.11) Digital visual effects.
 - d.12) Negative image film, magnetic sound film, and, in general, all digital or non-digital images and sound media.
 - d.13) Filming, finishing, video, and subtitling studios.
- e) Transport, travel, and catering expenses:
- e.1) Local transport (restricted to the scope of the city of São Paulo / SP) of materials, personnel, and artistic and technical supplies (if strictly necessary for production).
 - e.2) Local transport (restricted to the scope of the city of São Paulo / SP) and local accommodation for the artistic and technical crews (only if strictly necessary for production, limited to R\$ 450.00 [four hundred and fifty reais] per day).
- 7.1)** In the case of expenses and remuneration of personnel and technical and artistic staff, the minimum prices for the provision of services promulgated by the Union of Workers in the Film and Audio-visual Industry (SINDCINE) must be considered.
- 7.2)** The union payments and contributions of the registered by law employees of the **BRAZILIAN PRODUCTION COMPANY** can be considered, in proportion to the period during which they are working for the execution of the **PROPOSAL**.
- 7.3)** Exceptionally, if duly justified and at the sole discretion of the **SPECIAL EVALUATION**

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COMMISSION, expenses that do not fit the exhaustive list of this item may be admitted.

8) For Module 5 (**PROSPECTION**), the following, subject to the requirements already mentioned, are considered eligible expenses:

a) Airfare.

a.1) Airfare expenses are exempt from compliance with item 3 of the annex.

b) Insurance.

c) Accommodation limited to R\$ 450.00 (four hundred and fifty reais) per day.

d) *Per diem* (food and transportation).

e) Contracting of production service in the city of São Paulo / SP.

f) Contracting of location production in the city of São Paulo / SP.



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ANNEX 02 – QUALIFICATION MATRIX

MODULE 01: INTERNATIONAL PRODUCTIONS

Table 1.1 – Mandatory Criteria

Theme	Minimum Criteria
Locations	Two locations identifying São Paulo (at least one scene in each)
Production Investment	R\$ 2 million in qualified expenses in São Paulo
International Diffusion Capacity	Released in at least 6 non-Portuguese-speaking countries, which add up to at least 100 million inhabitants

Tabela 1.2 – Elegibility Criteria

		Maximum	Obtained
	Section A - Promoting São Paulo		
A1	Display of emblematic locations, aspects, events, or characters:	13	
A1.1	At least 3 items ¹ and a minimum of 2 minutes of presence in the final work (3 points)		
A1.2	At least 5 items ¹ and a minimum of 10 minutes of presence in the final work (6 points)		
A1.3	At least 10 items ¹ and a minimum of 20 minutes of presence in the final work (13 points)		
	Section B – Recognition		

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B1	Director, producer or main cast have been awarded at the listed events *	9	
B1.1	Once OR nominated more than once in the last 10 years (2 points)		
B1.2	More than 3 times in the last 5 years (4 points)		
B1.3	More than 5 times in the last 5 years (9 points)		
	Section C - International Diffusion Capacity		
C1	Released in at least 6 non-Portuguese speaking countries, which add up to a total of at least:	12	
C1.1	200 million inhabitants (4 points)		
C1.2	300 million inhabitants (6 points)		
C1.3	500 million inhabitants (12 points)		
	<i>Total: A + B + C (mandatory minimum: 20 points)</i>	34	
	Section D - Production Expenses (Additional Section²)		
D1	Over R\$ 50 million in expenses in São Paulo or Over R\$ 100 million in total production cost of the project (film or season of series)	15	
	<i>Total: A + C + D² (mandatory minimum: 20 points)</i>	40	

<p>¹ The item refers to locations, and/or aspects, and/or events, and/or emblematic characters. To calculate your grade, consider the sum of any of them, which may include items from the same category</p> <p>² Section D can only be used to replace Section B if the proponent prefers</p>			

Table 1.3 – Additional Value Criteria

		Maximum Additional Percentage	Obtained
	Section E – Screenplay	2,50%	
E1	Main character resides in São Paulo	0,43%	
E2	Secondary character resides in São Paulo	0,28%	
E2.1	Two secondary characters (0,14%)		
E2.2	Three secondary characters (0,28%)		
E3	Display of emblematic locations, aspects, events, or characters:	0,85%	
E3.1	At least 12 items and a minimum of 30 minutes of presence in the final work (0.57%)		
E3.2	At least 15 items and a minimum of 40 minutes of presence in the final work (0.85%)		
E4	Its main theme is the arts or artists	0,43%	
E5	Its main theme is the São Paulo diversity	0,43%	
E6	The format of the project is an animation	0,43%	
E7	The content of the project is aimed at	0,43%	

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	children and young people		
	Section F – Infrastructure	2,50%	
F1	Over 30% of shooting days (or animation minutes) were done in São Paulo	0,73%	
F2	At least 50% of total film equipment rental expenses took place in São Paulo	0,37%	
F3	At least 50% of the total expenses with post-production took place in São Paulo	0,37%	
F4	Qualified production expenses in São Paulo:	1,47%	
F4.1	Up to R\$ 10 million (0,73%)		
F4.2	Between R\$ 10 million e R\$ 25 million (1,10%)		
F4.3	Over R\$ 50 million (1,47%)		
	Section G - Appreciation of Local Professionals	2%	
G1	Posts held by Brazilian professionals (cumulative):		
G1.1	Director	0,48%	
G1.2	Screenwriter	0,48%	
G1.3	Producer	0,36%	
G1.4	Filmography director	0,36%	
G1.5	Editor	0,36%	
G1.6	Art director	0,36%	
G1.7	Main actor/actress	0,48%	



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G1.8	Supporting actor/actress	0,17%	
G1.9	Three Department Heads	0,36%	
	Section H – Affirmative Action	2%	
H1	Posts held by black, indigenous, or transgender people, or women (cumulative):		
H1.1	Director	0,48%	
H1.2	Screenwriter	0,48%	
H1.3	Producer	0,36%	
H1.4	Filmography director	0,36%	
H1.5	Editor	0,36%	
H1.6	Art director	0,36%	
H1.7	Main actor / actress	0,48%	
H1.8	Supporting actor / actress	0,17%	
H1.9	Three Department Heads	0,36%	
	Section I – Sustainable Film Production	2%	
I1	Rationalization of the use of materials (cumulative):		
I1.1	Use of generators not powered by fossil fuels	0,46%	
I1.2	Majoritarian use of LED lamps	0,46%	
I2	Transport and accommodation (cumulative):		
I2.1	Majoritarian use of ethanol, hybrid, electric and CNG vehicles	0,34%	
I2.2	Crew and cast accommodation within 10 km of the set	0,23%	

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12.3	Hotel sustainability certification according to ABNT NBR 15.401 / 14 standards	0,46%	
13	Catering (cumulative):		
13.1	Drinking water only from free-standing water stands and gallons	0,11%	
13.2	Catering without single-use plastic	0,23%	
13.3	Washable or cellulose cups	0,11%	
14	Rationalization of the use of materials (cumulative):		
14.1	Certified sustainable stamped suppliers	0,46%	
14.2	Creation or use of scenarios, scenographic objects, and costumes mostly with recyclable or reused materials	0,23%	
14.3	No use of paper in communications with staff	0,11%	
15	Waste management		
15.1	Differentiated waste collection	0,23%	
16	Communication (cumulative)		
16.1	Propagation of the environmental initiative to the press	0,23%	
16.2	Trailer/clip/backstage presenting good sustainability practices adopted	0,46%	
16.3	Other verifiable initiatives proposed by the production company (subject to approval)	0,23%	



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	<i>Cumulative Total (E + F + G + H + I)</i>	10%	

MODULE 02: NATIONAL PRODUCTIONS

Table 2.1: Mandatory Criteria

Theme	Minimum Criteria
Locations	Five locations identifying São Paulo (at least one scene in each)
Production Investment	R\$ 2 million in qualified expenses in São Paulo
Crew Nationality	Two-thirds of the heads of technical and artistic crews are Brazilian (regarding scenes shot in São Paulo)

Table 2.2: Eligibility Criteria

		Maximum	Obtained
	Section A – Promoting São Paulo		
A1	Display of emblematic locations, aspects, events, or characters:	13	
A1.1	At least 8 items and a minimum of 10 minutes of presence in the final work OR protagonism of 1 item for at least 5 minutes (3 points)		
A1.2	At least 12 items and a minimum of 20 minutes of presence in the final work OR protagonism of 1 item for at least 10 minutes (6 points)		



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A1.3	At least 20 items and a minimum of 40 minutes of presence in the final work OR protagonism of 1 item for at least 20 minutes (13 points)		
	Section B – Recognition		
B1	Director, producer or main cast have been awarded at the listed events *	9	
B1.1	Once OR nominated more than once in the last 10 years (2 points)		
B1.2	More than 3 times in the last 5 years (4 points)		
B1.3	More than 5 times in the last 5 years (9 points)		
	Section C – International Diffusion Capacity		
C1	Released in at least 6 non-Portuguese speaking countries, which add up to a total of at least:	12	
C1.1	200 million inhabitants (4 points)		
C1.2	300 million inhabitants (6 points)		
C1.3	500 million inhabitants OR 50 million audiovisual content subscribers (12 points)		
	<i>Total A + B + C (mandatory minimum: 20 points)</i>	34	

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	Section D - Production Expenses (Additional Section¹)		
D1	More than R \$ 50 million in expenses in São Paulo or More than R \$ 100 million in total production cost of the project (film or season of series)	15	
	<i>Total A + C + D¹</i> <i>(mandatory minimum: 20 points)</i>	40	
¹ Section D can only be used to replace Section B, if the proponent prefers			

Table 2.3: Additional Value Criteria

		Maximum Additional Percentage	Obtained
	Seção E – Roteiro	3,00%	
E1	Main character resides in São Paulo	0,57%	
E2	Secondary characters reside in São Paulo:	0,28%	
E2.1	Two secondary characters (0.17%)		
E2.2	Three secondary characters (0,28%)		
E3	The entire narrative takes place in São Paulo	1,14%	
E4	Its main theme is the arts or artists	0,85%	
E5	Its main theme is the São Paulo diversity	0,85%	
E6	The format of the project is an animation	0,57%	

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E7	The content of the project is aimed at children and young people	0,57%	
	Section F – Infrastructure	2,00%	
F1	At least 75% of total film equipment rental expenses took place in São Paulo	0,38%	
F2	At least 75% of total post-production expenses took place in São Paulo	0,38%	
F3	Qualified production expenses in São Paulo:	1,52%	
F3.1	Up to R\$ 5 million (0.76%)		
F3.2	Between R\$ 5 million e R\$ 12 million (1,14%)		
F3.3	Over R\$ 12 million (1,52%)		
	Section G – Affirmative Action	3,50%	
G1	Posts held by black, indigenous, or transgender people, or women (cumulative):		
G1.1	Director	0,83%	
G1.2	Screenwriter	0,83%	
G1.3	Producer	0,62%	
G1.4	Filmography director	0,62%	
G1.5	Editor	0,62%	
G1.6	Art director	0,62%	
G1.7	Main actor / actress	0,62%	

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G1.8	Supporting actor / actress	0,29%	
G1.9	Three Department Heads	0,62%	
	Section H – Sustainable Film Production	2,50%	
H1	Rationalization of the use of materials (cumulative):		
H1.1	Use of generators not powered by fossil fuels	0,95%	
H1.2	Majoritarian use of LED lamps	0,95%	
H2	Transport and accommodation (cumulative):		
H2.1	Majoritarian use of ethanol, hybrid, electric and CNG vehicles	0,71%	
H2.2	Crew and cast accommodation within 10 km of the set	0,47%	
H2.3	Hotel sustainability certification according to ABNT NBR 15.401 / 14 standards	0,95%	
H3	Catering (cumulative):		
H3.1	Drinking water only from free-standing water stands and gallons	0,24%	
H3.2	Catering without single-use plastic	0,47%	
H3.3	Washable or cellulose cups	0,24%	
H4	Rationalization of the use of materials (cumulative):		
H4.1	Certified sustainable stamped suppliers	0,95%	

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H4.2	Creation or use of scenarios, scenographic objects, and costumes mostly with recyclable or reused materials	0,47%	
H4.3	No use of paper in communications with staff	0,24%	
H5	Waste management		
H5.1	Differentiated waste collection	0,47%	
H6	Communication (cumulative)		
H6.1	Publication of the environmental initiative to the press	0,47%	
H6.2	Trailer/clip/backstage presenting good sustainability practices adopted	0,95%	
H6.3	Other verifiable initiatives proposed by the production company (subject to approval)	0,47%	
	<i>Cumulative total (E + F + G + H)</i>	10%	

MODULE 03: ADVERTISEMENT

Table 3.1: Mandatory Criteria

Theme	Minimum Criteria
Locations	One location identifying São Paulo (at least one scene)
Production Investment	R\$ 2 million in qualified expenses in São Paulo
Crew Nationality	Two thirds of the heads of technical and artistic crews are Brazilian (regarding scenes shot in São Paulo)



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Market Value	Marketing campaign for a multinational company based outside Brazil with a market value over US \$ 500 million or global multilateral or non-profit entities
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Table 3.2: Eligibility Criteria

		Maximum	Obtained
	Section A – Recognition		
A1	Creative director, production director, the agency itself or the production company itself have been awarded at the listed events	17	
A1.1	Once OR nominated more than once in the last 10 years (4 points)		
A1.2	More than 3 times in the last 5 years (9 points)		
A1.3	More than 5 times in the last 5 years (17 points)		
	Section B – International Diffusion Capacity		
B1	Released in at least 6 non-Portuguese speaking countries, which add up to a total of at least:	16	
B1.1	200 million inhabitants (6 points)		
B1.2	300 million inhabitants (8 points)		
B1.3	500 million inhabitants (16 points)		
	Section C – Production Expenses		



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C1	Value spent in the city OR total value of production:	9	
C1.1	More than R\$ 10 million in expenses in São Paulo or More than R\$ 30 million in total production cost (6 points)		
C1.2	More than R\$ 15 million in expenses in São Paulo or More than R\$ 50 million in total production cost (9 points)		
	<i>Total A + B + C (mandatory minimum: 20 pontos)</i>	42	

Table 3.3: Additional Value Criteria

		Maximum Additional Percentage	Obtained
	Section D – Screenplay	2,00%	
D1	Its main theme is the arts or artists	0,87%	
D2	Its main theme is the São Paulo diversity	0,87%	
D3	The format of the project is an animation	0,43%	
	Section E-Infrastructure	3,00%	
E1	Shooting Days / Animation Minutes:	0,75%	
E1.1	Between 30% and 50% in São Paulo (0.22%)		
E1.2	50% or more in São Paulo (0.37%)		

E1.3	100% in São Paulo (0,75%)		
E2	At least 75% of total film equipment rental expenses took place in São Paulo	0,37%	
E3	At least 75% of total post-production expenses took place in São Paulo	0,75%	
E4	Qualified production expenses in São Paulo	1,12%	
E4.1	Between R\$ 4 million and R\$ 8 million (0.75%)		
E4.2	Over R\$ 8 million (1,12%)		
	Section F – Appreciation of Local Professionals	2%	
F1	Posts held by Brazilian professionals (cumulative):		
F1.1	Director	0,41%	
F1.2	Creative Director	0,41%	
F1.3	Producer	0,31%	
F1.4	Cinematography Director	0,31%	
F1.5	Editor	0,31%	
F1.6	Art Director	0,31%	
F1.7	Main Actor / Actress	0,41%	
F1.8	Three Department Heads*	0,31%	
	Section G – Affirmative Action	2%	
G1	Posts held by black, indigenous, or transgender people, or women (cumulative):		
G1.1	Director	0,41%	

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G1.2	Creative Director	0,41%	
G1.3	Producer	0,31%	
G1.4	Cinematography Director	0,31%	
G1.5	Editor	0,31%	
G1.6	Art Director	0,31%	
G1.7	Main Actor / Actress	0,41%	
G1.8	Three Department Heads*	0,31%	
	Section H – Sustainable Film Production	2%	
H1	Rationalization of the use of materials (cumulative):		
H1.1	Use of generators not powered by fossil fuels	0,41%	
H1.2	Majoritarian use of LED lamps	0,41%	
H2	Transport and accommodation (cumulative):		
H2.1	Majoritarian use of ethanol, hybrid, electric and CNG vehicles	0,31%	
H2.2	Crew and cast accommodation within 10 km of the set	0,20%	
H2.3	Hotel sustainability certification according to ABNT NBR 15.401 / 14 standards	0,41%	
H3	Catering (cumulative):		
H3.1	Drinking water only from free-standing water stands and gallons	0,10%	
H3.2	Catering without single-use plastic	0,20%	
H3.3	Washable or cellulose cups	0,10%	

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H4	Rationalization of the use of materials (cumulative):		
H4.1	Certified sustainable stamped suppliers	0,41%	
H4.2	Creation or use of scenarios, scenographic objects, and costumes mostly with recyclable or reused materials	0,20%	
H4.3	No use of paper in communications with staff	0,10%	
H5	Waste management		
H5.1	Differentiated waste collection	0,20%	
H6	Communication (cumulative)		
H6.1	Publication of the environmental initiative to the press	0,20%	
H6.2	Trailer/clip/backstage presenting good sustainability practices adopted	0,41%	
H6.3	Other verifiable initiatives proposed by the production company (subject to approval)	0,20%	
	<i>Cumulative Total (E + F + G + H)</i>	10%	

MODULE 04: SCREENPLAY *

Table 4.1: Mandatory Criteria

Theme	Minimum Criteria
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Locations	Explicit insertion of at least one place and/or aspect and/or event and/or emblematic character of São Paulo in the final work
Production Investment	Prevision of total production expenses of at least R \$ 50 million
International Diffusion Capacity	Released in at least 6 non-Portuguese speaking countries with a total of 200 million inhabitants and a total of 200 commercial movie theatres and/or at least a total of 20 million pay-TV subscribers and/or 20 million subscribers to VoD services (except for AVoD)

Table 4.2: Eligibility Criteria

		Maximum	Obtained
	Section A - Promoting São Paulo		
A1	Explicit action emphasizing positive aspects of the city, such as its diversity and/or creative economy, whether in the dialogue of characters or the display of images of the city, with a total duration of no less than 5 minutes	15	
A2	Explicit mention of São Paulo in specific elements of the project, such as the name of characters, name of localities, and other direct mentions that vigorously promote the city brand, which allows an evident protagonism in the project. Ex. Character named São Paulo or representation of a city named São Paulo	15	
A3	Reference to places and/or aspects and/or events and/or emblematic characters of São Paulo:	15	
A3.1	At least 3 items and a minimum of 2 minutes of presence in the final work (5 points)		
A3.2	At least 3 items and a minimum of 10 minutes of presence in the final work (8 points)		
A3.3	At least 3 items and a minimum of 20 minutes of presence in the final work (15 points)		
	Section B - Narratives, Genres and Format		



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B1	Make explicit, in the narrative of the project, elements that make direct reference to São Paulo arts or artists, whether in the dialogue of characters or the display of images of these themes, with a total duration of no less than 5 minutes	13	
B2	Explicit action in the narrative of the project which demonstrates diversity in São Paulo, whether in the construction of the characters, in their dialogues, or the exhibition of images of the city, with a total duration of no less than 5 minutes	13	
B3	The format of the project is an animation	4	
B4	The content of the project is aimed at children and young people	7	
	Section C – Recognition		
C1	Director, producer or main cast have been awarded at the listed events *	10	
C1.1	Once OR nominated more than once in the last 10 years (3 points)		
C1.2	More than 3 times in the last 5 years (5 points)		
C1.3	More than 5 times in the last 5 years (10 points)		
	Section D – International Diffusion Capacity		
D1	Released in at least 6 non-Portuguese speaking countries, which add up to a total of at least:	12	
D1.1	300 million inhabitants (6 points)		
D1.2	500 million inhabitants (12 points)		
	<i>Total A + B + C + D (mandatory minimum: 36 points)</i>	104	
	Section E - Production Expenses (Additional Section¹)		
E1	Total production cost of the project (film or season of series) of more than R\$ 100 million	10	
	<i>Total A + B + D + E¹ (mandatory minimum: 36 points)</i>	104	
¹ Section E can only be used to replace Section C, if the proponent prefers			

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*** List of Awards accepted for Modules 1, 2 and 4 (Respectively, Table 1.2, item B.1, Table 2.2, item B.1, and Table 4.2, item C.1):**

- Academy of Motion Arts and Sciences Awards - OsTVr (Best International Feature Film);
- European Film Academy Awards;
- Golden Globes (Best Motion Picture, Best Director, Best Screenplay, Best Foreign Language Film, Best Animated Feature Film; TV: BTVt Drama Series, Best Comedy Series, Best Limited Series or Motion Picture for Television);
- Emmy Awards (Primetime Emmys; International Emmy Awards: Arts Programming, Drama Series, Comedy, TV Movie/Mini-Series, Children & Young People);
- Critics's Choice Awards
- Screen Actors Guild Awards
- International film festival competitions from:
 - Cannes (Palme d'Or, Grand Prize, and Jury Prize);
 - Berlin (Golden Bear and Silver Bear);
 - Veneza (Golden Lion, Silver Lion, Grand Jury Prize);
 - Locarno (Golden Leopard, Best Realisation Leopard, Special Jury Prize);
 - San Sebastian (Golden Shell and Silver Shell);
 - Rotterdam (Hivos Tiger Competition);
 - Sundance (World Cinema Dramatic Grand Jury Prize);
 - Toronto (Grolsch People's Choice Awards; International Jury Awards);
 - Annecy (Cristal and Best Feature Film Audience Award)
- Film Independent Spirit Awards

**** List of Awards accepted for Module 3 (Table 3.2, item A.1):**

- Cannes Lions



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- CLIO Awards
- D&AD Awards
- TheOneShow
- El Ojo Iberoamérica
- Ciclope International Festival