

PROGRAMA URUGUAY AUDIOVISUAL (PUA)

CASH REBATE – PRODUCTION AND POST-PRODUCTION

HIGH-END INTERNATIONAL CO-PRODUCTIONS

GUIDELINES FOR SUBMITTING FINAL REPORT,
EXPENSE ACCOUNTABILITY REPORT, RESOURCE
REALLOCATION REQUEST AND AUDIT REPORT

2024

ACA:AU



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CASH REBATE - PRODUCTION AND POST-PRODUCTION

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GUIDELINES FOR SUBMITTING FINAL REPORT, EXPENSE ACCOUNTABILITY REPORT, RESOURCE REALLOCATION REQUEST AND AUDIT REPORT

In the context of the 2024 call for applicants for the “Cash Rebate - Production and post-production: high-end international co-productions,” and following the Terms & Conditions of which this document is part, expense accountability reports may be submitted in up to two possible opportunities: upon completion of the shooting stage (if any) and on closing the project.

The project shall be implemented as described in the application. Any modification made regarding the applied and approved plan shall be notified beforehand by formal justifying note subject to approval by the PUA.

Once all the planned activities have been completed in each stage (or at the end of a single-stage project), the company responsible for the project before ACAU shall submit a final report, verifying instruments and expense accountability report corresponding to the stage, all of affidavit tenor. These documents shall be submitted within no longer than 60 calendar days after the end of each stage/project as stated in the applied project (or 30 days after the approval of the resource reallocation request, if any). Expense accountability report shall be attached to an external audit report in the format provided by the PUA and signed by a Public Accountant registered in the Central Bank of Uruguay (hereinafter BCU).¹

For projects including production and post-production activities, beneficiary companies may request, at the end of the shooting stage, the rebate corresponding to the expenses accounted for to date, with a cap of 60% of the total approved rebate (including the down-payment made when signing the agreement).

On completing all activities provided by the applied and approved project, and with all corresponding reports duly submitted, the remainder of the total rebate shall be canceled, with the corresponding cap according to the audit report.

Once the final report and expense accountability report along with the external audit have been submitted and approved, ACAU shall paid the corresponding rebates under the provisions of this document and the Terms & Conditions, as long as the beneficiary companies have not failed to comply with all their contractual liabilities towards local companies and individuals.

In case the expense accountability report (of the first stage, if any, or the final stage) shows reallocation or deviations, these shall be considered under the provisions of item 3 herein.

Reports and requests, as well as all inquiries applicants may have, shall be sent to pua.nacional@acau.gub.uy and pua.administracion@acau.gub.uy before the set deadlines.

1- FINAL REPORT

Final reports accounting for the closure of activities per stage shall follow the template provided by the program, summarizing the activities actually executed.

¹ https://www.bcu.gub.uy/Servicios-Financieros-SSF/Paginas/aud_Ext.aspx

2 EXPENSE ACCOUNTABILITY REPORT

The expense accountability report for each stage shall consist of the following documentation:

2.1 EXPENSE ACCOUNTABILITY FORM

2.2 SUPPORTING DOCUMENTS

2.3 VERIFYING INSTRUMENTS

2.1 EXPENSE ACCOUNTABILITY FORM

The beneficiary shall submit a PUA Expense Accountability Form in the format provided by the program, in the currency set by the call: Uruguayan peso.

This form shall include all expenses corresponding to the implementation period of the applied project (total duration of the project) and the certifying payment receipt, category and subcategory of each expense, according to the format provided in the accountability form.

Only receipts issued during the period between the initial and final dates provided in the applied project shall be accepted. Credit invoices dated within said period with their receipts dated within said period or no later than 45 days after the final date of the project shall be accepted, except for the invoice of the accountant's audit, which may be issued later.

The expense accountability form shall be signed by the project's legal representative. This form shall be of affidavit tenor. The form shall be additionally signed by the auditing accountant certifying the information provided and shall bear the corresponding professional fee stamp.²

2.2 SUPPORTING DOCUMENTS, EXPENSE RECEIPTS

Receipts shall be valid official documents (invoices, receipts, agreements and bank slips), be current and meet all corresponding legal and tax formalities. All documents specified in section A herein shall be considered receipts.

All receipts included in the expense accountability form shall be stamped and bear the project's code, provided upon approval. Receipts with stamps/codes from other programs shall not be accepted.

In electronic invoices, the project code may be included in block capitals in the detail or addendum of the invoice.

Receipts for purchases or services shall be shared with ACAU for their revision via file hosting (Google Drive, Dropbox, One Drive, etc.). Supporting documents shall be submitted in folders numbered after categories and include one PDF file per subcategory including all its corresponding receipts.

All original documents supporting expenses for purchases and services derived from the project and funded by PUA shall be kept by the beneficiary for at least 5 years after the final project date.

A- Documents accepted as payment receipts include:

²Check fee here. : <https://www.cjppu.org.uy/timbres.php>

- Invoices for purchases of goods and services, including professional or non-professional personal services.
- Credit invoices for the purchase of goods and services, including professional or non-professional personal services, with their corresponding formal payment receipt or bank slip for the transfer to the supplier's bank account duly attached thereto.
- Salary paycheck stubs of permanent staff of companies related to the project. Up to 30% of wages of the applying company's permanent staff, specific technical and creative production and post-production staff (does not include maintenance, security, administration, executive, secretaries or transportation) may be included in the project's costs, provided their participation in the project is duly credited, they are duly registered in the Social Security Bank (hereinafter BPS) as company's staff and their wages during the project have not been increased with respect to their wages three months before the project. (For animation and post-production categories, this corresponds to 50%.)
- Agreements attached to their respective receipts (see specifications below).

B - About receipts:

- All receipts shall be addressed to the company reporting to ACAU or its national co-producing companies.
- Invoices and credit invoices shall bear the name of the project in their detail. For instance: "Props for project XXXX."
- Receipts shall also include the project's code provided by PUA.
- Only invoices and receipts for services provided by Uruguayan citizens, natural persons with permanent residency in Uruguay and/or legal entities based in Uruguay shall be accepted.
- The applying company shall not issue invoices even when it provides services for the production.
- If the applicant is a single-member company and performs a direction or executive production role in the project, the total amount for such services shall be considered with no need of submitting receipts onto the expense accountability report, as long as their name and role are duly credited in the final piece. In these cases, the total amount of the corresponding fees (for the roles performed altogether) shall not exceed 5% of the total eligible costs of the project.
- Invoices for personal services, professional or non-professional, shall necessarily be issued by the person providing such service. The company responsible for the project before ACAU and the auditing authority shall be in charge of supervising this point and, in the cases workers issue invoices via their union or guild, they shall also verify they are active members thereof.
- Invoices issued by work cooperatives shall include the name of the project, name and role of the hired cast or crew member and a copy of their ID attached thereto. The scanned ID shall follow the invoice. Invoices and their corresponding ID shall not be accepted in separate folders.
- Agreements of copyright or image rights transfer, locations, animals, vehicle rental and other cases (explicitly allowed by ACAU), shall be complete in their text and duly signed by all parties (actual or digital signatures, printed names and ID numbers). They shall include the project's name, term of the agreement and a bank slip of the transfer to the account attached thereto, which shall be held by the corresponding party.

- Agreements for office rentals shall state that the place is not part of the applying company's premises, that the term of rental is within the duration of the project, and shall include the corresponding invoice and receipt or bank slip of the transfer to the account attached thereto, which shall be held by the corresponding party.
- Talent/models/extras agents shall list the names of the represented talents/models/extras included in the invoice issued. If the invoice includes fees of artists not included in the originally applied project, they shall only include their fee.
- Costs of companies' operations, infrastructure, offices, equipment, personal transportation, permanent staff and any other resource purchased or recruitment made prior to the execution of the project shall not be accepted, except as provided in the eligible costs under the Terms & Conditions.
- Local invoices for services performed by foreign artists/technicians shall not be accepted.
- Transport and accommodation invoices shall include the name of the passengers/guests, which shall coincide with the names provided in the applied project.
- For underage artists, agreements shall include:
 - Authorization issued by the National Institute of Children and Adolescents (hereinafter INAU).
 - Note expressing awareness and acceptance of the national legal regulations on minors' employment and rights (Annex I).
 - Agreement signed by minor's both parents or legal guardian/s.
 - Bank slip of the transfer to the account held by one of the above.Expenses for services performed by minors who have failed to submit their INAU authorization shall not be accepted. Said authorization shall be submitted along with the list of all minors hired, with receipts clearly identifiable in the expense accountability report, and coincide with the corresponding invoice.
- Informal receipts shall not be accepted.
- Invoices for alcoholic beverages and cigarettes/tobacco products shall not be accepted.
- ACAU may consider accepting receipts other than provided herein, for instance payments in cash instead of transfers or receipts instead of invoices, for expenses in categories such as locations, stage vehicles or animals (and other cases explicitly approved by ACAU) for an amount not exceeding a hundred thousand Uruguayan pesos (\$U100,000) altogether per project. These cases shall require explicit authorization by ACAU, who shall assess the request made by the legal representative of the project.

2.3 - VERIFYING INSTRUMENTS

A verifying instrument shall be a document or piece of evidence accounting for the completion of an activity. Verifying instruments are provided in the annex to the signed agreement, including:

- Shooting plan signed by the project's legal representative.
- Call sheets signed by the project's legal representative.
- Photographs of activities performed and goods purchased.

- Others (cast and locations portfolios).
- Animatics (animation).
- Setting designs (animation).
- Animation elements construction.
- Edition outputs.
- Sound editing outputs.
- Music editing outputs.
- VFX outputs.
- Color correction outputs.
- Others (agreed prior to agreement).
- End-of-shooting certificate or another document certifying the project actually meets the conditions of nationality and/or co-production.

Depending on the agreed upon verifying instruments, documents and evidence certifying the activities completed shall be submitted upon completion of each stage.

These shall not include any additional information other than the strictly agreed on and requested beforehand. Should any additional information be required, it shall be specifically requested for each case. E.g.: photographs of the fitting session as a verifying instrument only includes the cast members listed in the applied project.

Submission of supporting documents and verifying instruments:

Supporting documents shall be submitted in folders numbered after categories and include one PDF file per subcategory including all its corresponding receipts.

The folder containing the verifying instruments shall contain sub-folders named after each agreed instrument.

- Credit invoices and agreements shall include the corresponding payment receipt or bank slip for the transfer to an account held by the recipient/signatory.
- Call sheets, crew lists and shooting plans shall be scanned and signed by the local producer responsible for the project on behalf of the applying company.
- The crew members' agreements shall include the corresponding invoice, payment receipt and be clearly seen in the crew list under the role they were hired for. Crew members' scanned agreements and invoices shall be clearly identified with the person's full name and role. Only agreements and invoices of the crew members who actually provided services for the applied project shall be included.
- Cast members' agreements shall include the corresponding invoice and payment receipt/transfer bank slip attached thereto and shall coincide with the casting list who actually provided services for the applied project.
- Scanned ID cards shall follow the invoices in the cases they are issued by work cooperatives. Invoices and their corresponding ID shall not be accepted in separate folders.

- Minors' agreements shall be signed by both their parents or legal guardian and include the corresponding INAU authorization, payment receipt and producer's note (annex I).
- Insurance policies shall be scanned and attached to each invoice (only include insurance policies on the invoice accounted for in the form).

3 - GUIDELINES FOR PROJECT'S RESOURCE REALLOCATION AND BUDGET DEVIATION REQUEST

Reallocation shall be the redistribution of expenses from one category or subcategory to another, within the budget.

Deviations shall be the percentage difference between the approved budget and the budget actually spent, for each category and subcategory.

The following shall be considered:

- Under no circumstances shall reallocation and/or deviation increase the total amount of the approved rebate.
- In the cases where the expense accountability report shows expenses over the approved budget, only the originally agreed amount shall be rebated.
- In the cases where the expense accountability report shows expenses under the approved budget, the rebate shall be calculated for the amount effectively reported, as long as the minimum required in the eligible costs for the corresponding category has been reached.
- Failure to submit valid payment receipts or out of the corresponding dates shall not justify requests for resource reallocation and/or deviations by PUA.
- Reallocation of Uruguayan cast and crew replaced by foreign members for the execution of the project shall not be accepted.
- Reallocation of activities provided in the application replaced by activities carried out abroad during the execution of the project shall not be accepted.
- The total amount reported under Executive Production shall not exceed the total amount in the approved budget.
- The total expenses reported under Executive Production shall not exceed 5% of the total expense reported.
- Reallocation among categories and subcategories with equal rebate percentage (deemed or not as eligible in the originally approved budget) shall be made freely, except for the categories: Crew, Cast and Post-production Technicians. Approved overtime of the Crew may be reallocated to other categories and subcategories in the project.
- Up to a 15% budget deviation per category shall be allowed, except for the categories: Crew, Cast and Post-production Technicians.
- In the categories Crew, Cast and Post-production Technicians up to a 15% budget deviation per category shall be allowed, provided subcategory deviations are all under 5% and workers' minimum wages under arbitral award and number of working days are not significantly affected.
- In the categories Crew, Cast and Post-production Technicians, reallocation among subcategories shall only be allowed among equal roles (area heads, lead actors, etc.) as long as it does not affect the number of people involved and their working days;

- Unspent amounts in the categories Crew, Cast and Post-production Technicians shall not be reallocated to other categories, unless explicitly authorized by ACAU.
- In case execution of the project shows deviation over 15% per category, or reallocations or deviations in categories and subcategories under Crew, Cast and Post-production Technicians over the provided above within 30 days after project's final date, the company responsible for the project shall submit the final report and approved budget form with the effectively executed amounts and the corresponding justification for said reallocations and/or deviations. ACAU shall analyze such reallocations and/or deviations, to be approved or not.

4 - AUDIT REPORT

Along with the final report and the expense accountability report (form, supporting documents and verifying instruments) for each stage, an audit report shall be submitted, issued and signed by an auditing authority registered in the BCU, certifying the compliance with the following (and describing the method used for said verification):

- Expenses shall coincide with eligible costs under the PUA's Terms & Conditions and Accounting Guidelines herein.
- The total expense submitted shall coincide with each category and subcategory of the applied project and the approved request for reallocation and/or deviation under the PUA's Terms & Conditions and provisions herein.
- Expenses receipts and documents shall be valid under the PUA's Terms & Conditions and Accounting Guidelines herein.
- Payment receipts shall address the company responsible for the project (or national co-producing companies) and include the name and code of the project.
- Payment receipts shall be dated within the project's implementation period, except for the receipt issued by the auditing firm. Payments shall be canceled within the project's execution period and 45 days after its final date. Payment receipts shall coincide with the expenses provided in the accountability form.
- The amounts on the accountability form shall be nominal values.
- All expenses shall correspond to services provided by natural persons with permanent residency in Uruguay or legal entities based in Uruguay.
- All expenses shall result from activities and persons related to the applied project.
- All receipts shall be official, valid documents meeting all legal and tax requirements.
- The total amount of the reported eligible costs shall reach or exceed the minimum eligible cost provided in the Terms & Conditions.
- Expenses in other currency shall also be expressed in Uruguayan pesos at the previous day's exchange rate.
- No unpaid credit invoices shall be reported.
- Extent of compliance of the reported expense with the original budget.
- Amounts reported per category shall not show deviation over 15% or otherwise ACAU's authorization for higher deviation shall be included.
- Deviation or reallocation in the categories Crew, Cast and Post-production Technicians shall not exceed the amounts provided in section 3 herein, or be under the provisions herein, or otherwise approved by ACAU.
- Verification of all invoices addressing the company responsible for the project or the national co-producing company, as provided by the co-producing agreement.

ACAUI shall control the compliance of the audit report with the guidelines herein. In the cases the audit report shows noncompliance with any of the criteria set for the expense accountability report, ACAUI shall calculate the final amount to be rebated based on the expenses effectively reported under the Terms &

Conditions and the guidelines herein, based on the submitted audit report. Expenses not meeting the Terms & Conditions and/or the provisions herein according to the audit report shall not be considered in the rebate.

ACAUI shall control the compliance with the agreed upon verifying instruments. In case of noncompliance or variations regarding the audit report, ACAUI may request the applicant and/or auditing firm the necessary justification. If no valid justification is provided for these variations regarding the activities carried out, verifying instruments, expense accountability report and audit report, ACAUI may subtract such expenses from the project's total amount and calculate the corresponding rebate (provided the minimum amount is reached) including only those expenses strictly meeting the requirements and provisions herein.

ANNEX I

Note from the company responsible for the project, expressing awareness and acceptance of the national law and regulations on minors' employment and rights.

Montevideo, 2024

ACA U Uruguayan Agency of Film and Audiovisual Arts
PROGRAMA URUGUAY AUDIOVISUAL (PUA)

REF. Declaration of duly compliance with the regulations regarding the participation of minors in the project "XXXX"

The company XXXX, RUT XXXX, represented hereby by XXXX, ID XXX, acting in their capacity of XXXX (hereinafter "the company"), appears before you with reference to the project XXXX funded by the PUA, with the purpose of certifying the following:

1. The company expresses awareness and acceptance of the national legal regulations on minors' employment and rights.
2. All participation of minors in the project XXXX strictly complies with these regulations. Additionally, the company meets all requirements and holds all authorizations and formal permits before the relevant entities and the parents or legal guardians of all minors involved in the project, so as to carry out the project.
3. All these considered, the company shall bear exclusive responsibility for and shall therefore hold ACAU harmless from all claims, actions, threats, suits and/or legal proceedings of all nature derived from or related to the execution of the project XXXX and the participation of minors therein.

Best regards,

(Company responsible for the project)