



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

Electronic bidding process no. 8610.2022/0002451-2

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

SPCINE

PUBLIC NOTICE No. 10/2022/SPCINE

THE CITY AND THE STATE GOVERNMENT OF SÃO PAULO

FILM ATTRACTION PROGRAM



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1. INTRODUCTION

1.1. **THE EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A. - SPCINE** ("SPCINE"), pursuant to the authorization contained in the electronic bidding process no. 8610.2022/0002451-2 and in view of Agreement No. 2022CV00023, entered into with the São Paulo State Culture and Creative Economy Office, as well as Municipal Decree no. 59233/2020, hereby announces the **THE CITY AND THE STATE GOVERNMENT OF SÃO PAULO FILM ATTRACTION PROGRAM** ("PROGRAM"), that will receive **PROPOSALS** to be submitted at 9:00 AM from October 17th, 2025, according to the Brasilia Time BRT (UTC-3), on a continuous flow mechanism until the funding is potentially depleted, at which point enrollments shall be suspended.

1.2. This **PUBLIC NOTICE** complies with and relies on mechanisms to reach the goals proposed in **SPCINE's AFFIRMATIVE POLICY** to promote the diversity and the reduction of ethnic, racial and gender inequality in the access to public policies of support and promotion to the audiovisual sector, as per Ordinance no. 02/2021/SpCine.

1.3. The **TENDERERS** to whom this qualification and hiring process is addressed must comply with the conditions and requirements set forth in this **PUBLIC NOTICE** and, where applicable, the provisions of Federal Laws No. 13303/2016 and No. 9610/1998, Municipal Law No. 13278/2002, Municipal Decrees No. 44279/2003, No. 56905/2016 and No. 59233/2020, in addition to other legal and regulatory provisions that may be applicable, especially those issued by the Brazilian Cinema Agency ("**ANCINE**").

2. DEFINITIONS

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

I. "**ANIMATION**": An audiovisual work produced primarily using animation techniques, whose most of the main characters, if any, are animated.

II - "**CASH REBATE**": A mechanism of partial reimbursement of eligible production expenditure to be carried out in the state of São Paulo through the direct transfer of financial resources to **TENDERERS**, taking into account the criteria set forth in this **PUBLIC NOTICE**.

III- "**EVALUATION COMMITTEE**": A commission comprising one (01) member from **SPCINE**, who will be in charge of chairing and coordinating the works, one (01) member from the Municipal Culture Office ("**SMC**"), two (02) members from the State Culture and Creative Economy Office ("**SECEC**") and two (02) members from the civil society linked to the audiovisual sector, constituted according to Ordinance 01/2022/SpCine, with a view to selecting the **PROPOSALS** pursuant to the conditions foreseen in this **PUBLIC NOTICE**.

IV- "**CONTRACT**": A legal instrument to be formalized between **SPCINE** and the winning **TENDERER**, in which the rights and obligations of the parties are contained.



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V- **“CO-PRODUCTION”**: An instrument formalized between a **FOREIGN PRODUCTION COMPANY** and a **PRODUCTION COMPANY FROM SÃO PAULO** qualified as independent under the terms of the **ANCINE**, with a view to pooling efforts and/or resources in order to jointly carry out the production of a certain **WORK** and which envisages the sharing of responsibilities for the economic organization of the **WORK**, including the contribution of financial resources, goods or services and sharing over the assets of the **WORK** between the co-producers, regardless of whether the **CO-PRODUCTION** may or may not benefit from official recognition under treaties or bilateral agreements between the potential countries involved or be only of a contractual link between the co-producers.

VI- **“ELIGIBLE EXPENDITURE”**: All expenses accepted for the use of the resources passed on by **SPCINE** to the winning **TENDERERS**, as defined in Annex 01.

VII- **“PUBLIC NOTICE”**: This instrument, including its annexes.

VIII- **“STATE OF SÃO PAULO”**: Solely the State of São Paulo and its territory, located in Brazil.

IX - **“ECONOMIC GROUP”**: the set of individuals or legal entities or entities directly or indirectly bound by corporate control or coalition relations, under the terms of articles 116 and 243 of Federal Law 6404/1976, including those under common control, as well as those who have agreements with each other that provide for any parallel business conduct or condition the business conduct of one on the veto or direction of another, to which the tenderer is a party

X- **“QUALIFICATION MATRIX”**: A table of analysis and scoring of the characteristics of the **WORK** and the **PROPOSAL**, as defined in annex 02.

XI- **“WOMAN”**: For the purposes of applying **SPCINE’s AFFIRMATIVE POLICIES**, a person who identifies with the female gender regardless of the gender to which she was assigned at birth (cisgender woman and transgender woman).

XII- **“WORK”**: The audiovisual work to be developed according to the **PROPOSAL** submitted and approved. The **WORKS** will be accepted according to the definitions and special characteristics described in the items of clause 6 of this **PUBLIC NOTICE**.

XIII- **“PERSON WITH A DISABILITY”**: A person who has a long-term impairment of a physical, mental, intellectual or sensory nature which, in interaction with one or more barriers, may obstruct his or her full and effective participation in society on an equal basis with others, as per article 2 of the Brazilian Law on the Inclusion of Persons with Disabilities (Law no. 13146/2015).

XIV- **“TRANSGENDER PERSON”**: A person who does not identify with the gender to which they were assigned at birth.

XV- **“AFFIRMATIVE POLICIES”**: A set of guidelines for reaching accessibility goals that aim to



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promote diversity and reduce ethnic, racial and gender inequality in the access to public policies of support and promotion to the audiovisual sector.

XVI- "**NATIVE PEOPLES**": The person of pre-Columbian origin and ancestry who self-declares and is identified as belonging to an ethnic group whose cultural features distinguish them from the local society, in accordance with Article 3, i, of Federal Law No. 6001/1973 (The Indian Statute), or a person who is a member of the indigenous population of a region or country belonging to an ethnic group whose cultural features distinguish them from the post-colonization local society.

XVII - "**PROVISION OF PRODUCTION SERVICE**": Form of contractual relationship between the **PRODUCTION COMPANY FROM SÃO PAULO** and the **FOREIGN PRODUCTION COMPANY**, whereby the **PRODUCTION COMPANY FROM SÃO PAULO** provides a production service in order to make possible the performance of a WORK, the property and commercial exploitation rights of which belong to the **FOREIGN PRODUCTION COMPANY**.

XVIII- "**FOREIGN PRODUCTION COMPANY**": The legal entity that produces audiovisual content and cumulatively meets the following conditions:

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

XIX- "**PRODUCTION COMPANY FROM SÃO PAULO**": The legal entity duly registered with **ANCINE** that produces audiovisual content, qualified as an independent producer under the terms of ANCINE's Normative Rule 119/2015, with fiscal establishment (head office or branch) in the state of São Paulo, and that cumulatively meets the following requirements:

- a) is incorporated under the Brazilian law;
- b) has headquarters and administration in the country.
- c) seventy percent (70%) of the total and voting capital must be directly or indirectly owned by native or naturalized Brazilians for more than ten (10) years.
- d) the management of the company's activities and the editorial responsibility for the content produced must be exclusive to native or naturalized Brazilians for more than ten (10) years.



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e) not a controlling company, or controlled by, or affiliated with programmers, packagers, distributors, or concessionaires of sound and image broadcasting services;

f) not related to an instrument that, directly or indirectly, grants or aims to grant to minority shareholders, when those are programmers, packagers, distributors or concessionaires of sound and image broadcasting services, commercial veto rights or any type of commercial interference over the produced contents;

g) not maintain an exclusivity bond that prevents it from producing or commercializing the audiovisual content it produces for third parties;

XX- **“TENDERER”**: The production company from São Paulo that takes legal responsibility with the **SPCINE** for the **PROPOSAL**, that is, for its enrollment, execution and conclusion.

XXI- **“PROPOSAL”**: The formalization, through documents and information submitted to the **SPCINE**, referring to the enrollment for competition pursuant to this **PUBLIC NOTICE**.

XXII- **“REALITY SHOW”**: Audiovisual work with no pre-designed script, whose plot/production is organized from the recording of the interaction of real characters with pre-determined dynamics.

XXIII- **“FUNDING”**: The financial resource to which the selected and qualified **PROPOSALS** are entitled after executing the **CONTRACT**.

XXIV- **“SOCIALY BLACK”**: The individual who has phenotypic characteristics of a black person (black or brown) that is socially recognized as such, not being sufficient only their personal and subjective identification.

XV- **“XR”**: Expanded reality audiovisual work (augmented, virtual and mixed realities)

3. GOALS & OBJECTIVES

3.1. The purpose of this **PUBLIC NOTICE** is to select and provide non-exclusive financial support to **PROPOSALS** for the production and filming of works in the state of São Paulo, in the **CASH REBATE** format.

3.2. The **PROPOSALS** may be registered into the following modules:

I- Module 1: **WORKS** to be performed in the state of São Paulo that cumulatively meet the following criteria:



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- a) They are produced under a **COPRODUCTION** or **PROVISION OF PRODUCTION SERVICE** system, where the Brazilian participation in the financing of the **WORK** shall be no more than 40% of its budget.
- b) Have the original version spoken at least 50% in a non-Portuguese language. In case of **WORKS** produced by **FOREIGN PRODUCTION COMPANIES** from Portuguese-speaking African countries ("PALOPs", their Portuguese acronym), **WORKS** whose original version is mostly in Portuguese, excluding Brazilian Portuguese, will be eligible. Works originally in Portuguese may also be considered if international versions in other languages are produced simultaneously with the original.
- c) They must spend at least ten million reais (BRL10,000,000.00) in **ELIGIBLE EXPENDITURE** in the State of São Paulo, OR, in case of **ANIMATION WORKS**, they must spend at least five million reais (BRL5,000,000.00) in **ELIGIBLE EXPENDITURE** in the State of São Paulo.
- d) They may obtain partial reimbursement of their **ELIGIBLE EXPENDITURE** through **CASH REBATE** of at least twenty percent (20%) and may reach thirty percent (30%) of the amount spent under the terms of line "c", as established in the PARTICIPATION AND ELIGIBILITY CONDITIONS chapter.
- e) at least two thirds (2/3) of the technical and artistic crew involved must be Brazilian in scenes filmed in the state of São Paulo, OR, in case of **ANIMATION WORKS**, two thirds (2/3) of the technical and artistic crew involved in the stages carried out by the tendering production company from São Paulo must be Brazilian.
- f) The **FUNDING** for winning **PROPOSALS** in this Module is limited to a maximum of sixteen million reais (BRL16,000,000.00) per **PROPOSAL**, and the total amount available for this Module is twenty-five million, eight hundred nine thousand, eight hundred sixty reais and twenty-five centavos (BRL25,809,860.25).

II- Module 2: **WORKS** to be performed in the State of São Paulo that meet the criteria according to the following possibilities: a)I; b); c) and d) cumulatively, OR, a)II; b); c) and d) cumulatively, as defined below: **(THIS MODULE IS CLOSED DUE TO RESOURCE DEPLETION)**

- a) I. They are produced under **COPRODUCTION** system, where the Brazilian participation in the financing of the audiovisual production shall be at least thirty percent (30%) of its budget, and whose original version is spoken at least eighty percent (80%) in a non-Portuguese language. In case of **WORKS** produced by **FOREIGN PRODUCTION COMPANIES** from Portuguese-speaking African countries ("PALOPs", their Portuguese acronym), **WORKS** whose original version is mostly in Portuguese, excluding Brazilian Portuguese, will be eligible; **OR**
- a) II. They are produced under a **COPRODUCTION** or **PROVISION OF PRODUCTION SERVICE** system, where the Brazilian participation in the financing of the **WORK** shall be no more than 30% of its budget, regardless of the language spoken in the original version.



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b) They must spend at least five million reais (BRL5,000,000.00) in **ELIGIBLE EXPENDITURE** in the State of São Paulo, OR, in case of **ANIMATION WORKS**, they must spend at least three million reais (BRL3,000,000.00) in **ELIGIBLE EXPENDITURE** in the State of São Paulo.

c) They may obtain partial reimbursement of their **ELIGIBLE EXPENDITURE** through **CASH REBATE** of at least twenty percent (20%) and may reach thirty percent (30%) of the amount spent under the terms of line “c”, as established in the PARTICIPATION AND ELIGIBILITY CONDITIONS chapter.

d) at least two thirds of the technical and artistic crew involved must be Brazilian in scenes filmed in the state of São Paulo, OR, in case of **ANIMATION WORKS**, two thirds of the technical and artistic crew involved in the stages carried out by the tendering production company from São Paulo must be Brazilian.

e) The **FUNDING** for winning **PROPOSALS** in this Module is limited to a maximum of three million reais (BRL3,000,000.00) per **PROPOSAL**, and the total amount available for this Module is nine million reais (BRL9,000,000.00).

3.3. There will be no limit of **PROPOSALS** per **TENDERER**.

Sole paragraph. Up to two (2) **PROPOSALS** per **TENDERER** may be considered. In case more than two (02) **PROPOSALS** from the same **TENDERER** are selected for hiring, the **TENDERER** must choose which, within the limit provided herein, should be contemplated. For the purposes of considering such limit, the associated economic group will be considered as the **TENDERER**.

4. FINANCIAL RESOURCES

4.1. This **PUBLIC NOTICE** will make resources in the amount of **thirty-six million reais (BRL36,000,000.00)** available.

Paragraph 1 Should there be a reduction or supplementary budget allocation for this **PUBLIC NOTICE**, it will be published in the Official Gazette of the City of São Paulo. In the event of a budget modification, the ranking order of the **PROPOSALS** will be observed.

Paragraph 2 The **EVALUATION COMMITTEE** may, at any time and by means of a reasoned decision, alter the amounts available for each Module, as per item 3.2, and this decision will be disclosed by means of publication in the Official Gazette of the City of São Paulo.

4.2. The funding for this **PUBLIC NOTICE** shall come from the Agreement No. 2022CV00023 – entered into between the SpCine and the São Paulo State Culture and Creative Economy Office (“SECEC”) and



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the Terms of Contract No. 002/2022/SMC-SPAR/SMC, entered into between the SpCine and the Municipal Culture Office of the City of São Paulo ("SMC").

5. COMPENSATIONS

5.1. Winning **TENDERERS** shall display the credits from the **PROGRAM** in the **WORK**, according to the "Branding Instruction Book" (Annex 16).

Paragraph 1 - The credits must be displayed as "Support" in the **WORK**, and may be visual or textual.

Paragraph 2 - In the case of series **WORKS** in which only certain episodes benefited from the **PROGRAM**, the obligation to display credits applies only to those episodes.

Paragraph 3 - The credits must be displayed in the **WORK** in all the viewing modalities and supports to be explored.

Paragraph 4 - The winning **TENDERERS** shall submit the credits to the **SPCINE** for approval, with respect, exclusively, to the support of the **PROGRAM**, which shall have three (3) business days as of its unequivocal receipt to approve its application, under penalty of automatic approval.

5.2. The winning **TENDERERS** shall allow the **SPCINE** and the **SECEC** to use images or excerpts of the **WORK**, upon prior notification by the **SPCINE** to the **TENDERERS**, for strictly non-commercial purposes, in order to carry out promotional and social rendering of accounts actions for the **PROGRAM**.

Paragraph 1 - The excerpts and images of the **WORK** for non-commercial use by the **SPCINE** and the **SECEC** will be of the winning **TENDERER**'s free choice.

Paragraph 2 - Such authorization for use must be granted for all territories, media, and formats.

Paragraph 3 - The **SPCINE** and the **SECEC** may freely reproduce the referred images and excerpts, as well as distribute them directly or through associated partners, subject to the author's moral rights.

Paragraph 4 - The images of the **WORK** produced by **TENDERER** shall be sent according to the following provisions.

I- At least three (3) photographs of the set, evidencing that filming takes place in the state of São Paulo and showing the high production value of the **PROPOSAL** while filming is taking place in the state.



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II- At least ten (10) photographs of the set, evidencing that filming takes place in the state of São Paulo and including images of the cast, five (5) business days after the end of filming in the state.

III- Right to use images (stills and videos) of the **PROPOSAL**'s publicity material, concurrent to the beginning of the publication, by the **TENDERER**, in the press and social media.

IV- Submission a making-of video, on the occasion of the presentation of the final rendering of accounts, with at least two (02) minutes showing the production in the state of São Paulo, with images of sets in the state and testimonials by professionals involved in the execution of the **PROPOSAL** regarding the filming in the state.

5.3. Without prejudice to the inspection activity of the compliance with the shooting permit by the **SPCINE**, the **SECEC** and/or other government inspection agents, **TENDERER** shall be responsible for capturing images and providing them to the **SPCINE** and the **SECEC**.

5.4. Except for those proposals of original content for VOD platforms, the **SPCINE** will have the right to schedule, at no additional cost, the viewing of the **WORK** resulting from the winning **PROPOSAL** in theaters of the Circuito SpCine de Cinema, of the Cineclube SpCine or any new theaters managed by **SPCINE**, whose location is limited to the state of São Paulo, free of charge or at popular prices, one (1) year after its commercial release, observing any distribution and marketing contracts that may have a longer exclusivity term.

Paragraph 1 - Upon **SPCINE**'s interest in viewing the **WORK** in any theater described in the caput, in the period and conditions of **SPCINE**'s convenience, **SPCINE** shall have full rights to decide on the scheduling, including locations, dates, days and viewing times, upon prior notification to **TENDERER**. The winning **TENDERER** shall be responsible, directly or through its contractors, partners or collaborators, for providing the media in the format requested by **SPCINE** with materials to advertise the **WORK** (photos, press release, viewing links, among other appropriate items).

Paragraph 2 - The **SPCINE** reserves the right not to schedule the **WORK** in the theaters described in the caput.

5.5. Except for proposals of original content for VOD platforms, if the winning **TENDERER**, directly or through its contractors, partners or collaborators, does not commercialize the **WORK** in **VOD** (Video on Demand) windows within two (2) years after its commercial release, the **SPCINE** shall be entitled to schedule it in **VOD SpCinePlay** platform, which belongs to the **SPCINE**, or eventual new VOD platforms also belonging to the **SPCINE**. The scheduling of the **WORK** on SpCine Play shall not be conditioned to any additional licensing costs for the **SPCINE** and its visualization on the platform will be limited to the Brazilian territory. The exercise of the viewing rights on SpCine Play shall occur upon prior notification, with a minimum term of 90 days to **TENDERER**.



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Paragraph 1 - The SpCine shall not be entitled to exercise the right to schedule the **WORK** if contracts are in place that prevent its viewing in the VOD segment for a term longer than two years. However, after such two (2) year term, if the **WORK** is sold on VOD platforms or other segments that prevent its viewing on VOD, the **SPCINE** agrees to immediately remove the **WORK** from its platform if it has been made available.

. Notwithstanding the rights granted above, these are conditioned to the non-existence of previous licensing granted by **TENDERER** to any third party (including any funder of the **WORK**), so that the viewing windows already negotiated and their respective exclusivity, if any, shall be observed. Any commercial use of the **WORK** by the **SPCINE**, in any media whatsoever, shall not occur during any period of exclusivity in effect informed by **TENDERER**

Paragraph 2 - The scheduling of the **WORK** in a **VOD** window owned by the **SPCINE** is at its sole discretion, subject to the conditions of these items.

Paragraph 3 - The **SPCINE** will be responsible for making the necessary adaptations for viewing of the **WORK** in **VOD** viewing windows, according to the requirements of the platform it manages.

6. PARTICIPATION AND ELIGIBILITY CONDITIONS

6.1. The following may participate in this **PUBLIC NOTICE**:

I- **FOREIGN PRODUCTION COMPANIES** duly associated with a **PRODUCTION COMPANY FROM SÃO PAULO**, through the latter.

Paragraph 1 - The association between the **FOREIGN PRODUCTION COMPANY** and the **PRODUCTION COMPANY FROM SÃO PAULO** will be evidenced by means of submission of the following documentation:

- a) Copy of the contract entered into between the **FOREIGN PRODUCTION COMPANY** or legal entity in charge of the company and the **PRODUCTION COMPANY FROM SÃO PAULO**, indicating the reciprocal responsibilities, form of remuneration agreed upon and term of the instrument.
- b) Copy of the translation of the contract mentioned in paragraph "a", when in a foreign language.
- c) Provisional shooting/recording plan, with the indication of dates and locations in the state of São Paulo where the work will take place or Provisional production plan, indicating dates and locations in the state of São Paulo where the work will be performed, in case of **ANIMATION WORKS**.
- d) Copy of the identification pages of the passport of each foreign professional, or an equivalent



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document accepted if there is an agreement between Brazil and the country of origin that deals with the work of foreigners in Brazilian territory, especially for MERCOSUR countries.

Paragraph 2 In case of a **COPRODUCTION** involving more than one **PRODUCTION COMPANY FROM SÃO PAULO**, only one of them must be listed as **TENDERER**.

Paragraph 3 - The documents described in the paragraph 1 above will only be required upon the execution of a **CONTRACT** with the **SPCINE**. For enrollment of the **PROPOSAL**, only a declaration of associative commitment between the parties will be required.

6.2. **PROPOSALS** for **WORKS** to be produced totally or partially in the state of São Paulo are eligible.

6.3. The contribution of the **FUNDING** will be subjected to the commitment, in the state of São Paulo, of expenditures in **ELIGIBLE EXPENDITURE** as set forth in Annex 01, verifiable at the time of the rendering of accounts, in an amount not less than five million reais (BRL5.000.000,00) in case of **ANIMATION WORKS**; OR ten million reais (BRL10.000.000,00) for other works for Module 1 and three million reais (BRL3.000.000,00) in case of **ANIMATION WORKS**; OR five million reais (BRL5.000.000,00) for other works for Module 2.

6.5. The following types and formats of **PROPOSALS** for **WORKS** are eligible:

I- Feature film **WORKS** with a minimum running time of seventy-one (71) minutes, whether fiction, animation or **XR**, intended for initial exploitation in commercial movie theaters, for television broadcasting or exploitation through digital platforms of audiovisual services, namely VOD or SVOD. Documentary feature films are not eligible.

II- Series **WORKS** with at least three (03) episodes with a minimum season length of one hundred and fifty (150) minutes, of fiction, animation, documentaries, **REALITY SHOWS** or **XR** intended initially for television broadcasting or for exploitation through digital platforms of audiovisual services, namely VOD or SVOD.

6.6. The eligibility requirements of the **PROPOSALS** will be analyzed and scored according to the **QUALIFICATION MATRIX**, in order to assure the objectives of the **THE CITY AND THE STATE GOVERNMENT OF SAO PAULO FILM ATTRACTION PROGRAM** and the cultural nature of the works that may benefit from it, especially for their cultural features and their potential to contribute to the appreciation of cinematography and audiovisual areas of the state of São Paulo.

6.7. Only the following can be contemplated and qualified in the **PROGRAM**:



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- a) I- In Modules 1 and 2, **PROPOSALS** that reach at least twenty (20) or, in the case of **ANIMATION WORKS**, that reach eighteen (18) points in the **QUALIFICATION MATRIX (ANNEX 2)**, in addition to the compliance and fulfillment of the other conditions set forth in Annex 02, in total for sections A, B, C, and D (Tables 1.1 and 2.1, respectively). Such **PROPOSALS** shall be entitled to **CASH REBATE** through reimbursement of twenty percent (20%) of the amount spent on **ELIGIBLE EXPENDITURE**, as defined in Annex 1. The refund provided in item I above may reach thirty percent (30%) for the **PROPOSALS** that, in addition to the score provided for in clause 6.7, obtain at least twenty-three (23) points or, in case of **ANIMATION WORKS**, obtain at least twenty-one (21) points in Tables 1.1 and 2.1, respectively to the Module, according to the **QUALIFICATION MATRIX (Annex 02)**.
- b) The calculation of any additional percentage will be made exclusively based on the score in its respective Additional Value table, and the scores in the other tables in the **QUALIFICATION MATRIX (ANNEX 2)** shall not be taken into account for additional value purposes.

7. IMPEDIMENTS

7.1. The following are not allowed to participate in the **TENDERERS's** selection and hiring process:

I- Those who are not in good standing with their previous contractual obligations to the direct or indirect Municipal, State, and Federal Administration, including the **SPCINE**, the **SMC**, and the **SECEC**.

II- Those whose partners, administrators, directors or employees with managerial power are:

- a) public servants or employees, occupying permanent, elective or commissioned positions or functions, directly or indirectly related to the **SMC**, the **SECEC**, the **SPCINE** or the **ANCINE**, as well as their respective spouses, companions, relatives in a direct or collateral line or by affinity up to the 2nd degree.
- b) members of the Executive, Legislative or Judiciary Branches, the Public Prosecutor's Office and the Audit Court, in any government level.
- c) that incur in the impediment hypotheses foreseen in article 38 of Federal Law No. 13303/2016.

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



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7.3. Any enrollment, selection, or hiring that falls under the impediment hypotheses or that does not meet the conditions for participation and eligibility may be objected at any time.

8. ENROLLMENT PROCEDURES

8.1. The enrollment in this selection process assumes the previous and full acceptance of the rules of this **PUBLIC NOTICE**, including the content of the annexes.

8.2. Enrollments must be made exclusively through the electronic enrollment system that will be open at 09:00 AM from October 17th, 2025, according to the Brasilia Time BRT (UTC-3), on a continuous flow mechanism until the funding is potentially depleted, at which point enrollments shall be suspended, by completing and submitting the annexes available at (<https://spcineeditais.com.br/edital/67ae5744e2514b005a6f4d95/objeto-do-edital>) and the payment of the enrollment fee.

Paragraph 1 - To make the enrollment of the **PROPOSAL** effective, you must send proof of payment of the enrollment fee by bank deposit to a bank account to be indicated by the **SPCINE**:

a) For Module 1, the amount of thirty thousand reais (BRL30,000.00).

a) For Module 2, the amount of seven thousand reais (BRL7,000.00).

Paragraph 2 - The amount paid as a enrollment fee will be considered as **ELIGIBLE EXPENDITURE** in case of selection and contracting of the **PROPOSAL**. In case the proposal is not selected due to the depletion of the **PUBLIC NOTICE**'s funding, the **SPCINE** will refund the enrollment fee.

Paragraph 3 - The publication of the **PUBLIC NOTICE** shall take place 30 days before the opening of the enrollment period. Enrollments will be reopened on a continuous flow mechanism until the funding is potentially depleted, at which point enrollments shall be suspended.

Paragraph 4 - In case of disqualification and/or non-selection of the **PROPOSALS** enrolled, thus generating availability of funding for the **PUBLIC NOTICE**, the enrollment and selection process can be resumed, in a continuous flow mechanism in which **PROPOSALS** will be analyzed according to the order of enrollment until the funding is potentially depleted, at which point enrollments shall be suspended.

Paragraph 5 - In the continuous flow mechanism, the **PROPOSALS** with enrollments ending on the same day will be considered enrolled concurrently and in the same period.

Paragraph 6 - In case additional funding is received after the enrollment is suspended, the enrollment and selection process can be resumed, following the same procedures of continuous



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flow mechanism.

Paragraph 7 - The suspension and resumption of the enrollments will be published in the Official Gazette of the City of São Paulo.

8.3. The following mandatory documentation must be attached (via upload):

- a) Enrollment form (Annex 3). All options marked and selected by the **TENDERER** in its Enrollment Form assume the nature of declarative statements of rights and obligations relating to its **PROPOSAL** and its characteristics and, in case of falsehood, they will be subject to the consequences provided for in this **PUBLIC NOTICE**, especially in its item 16.4, without prejudice to civil or criminal liability.
- b) Synopsis and script of the **WORK** and, in case of fiction series works, synopsis of the episodes produced in the state of São Paulo.
- c) Script or “Bible” of the **WORK**, if any. In case of script or “bible” that are yet to adapted for production in the state of São Paulo, it is necessary that they be accompanied by an explanatory document on how the production will be adapted to take place in the state of São Paulo, pointing out especially how the **WORK** will meet the scoring criteria provided for in the ELIGIBILITY MATRIX (Annex 2). In case the **WORK** is yet to have a developed script or “bible”, a document shall be submitted with the highest level of detail possible to present technical and artistic information on the **WORK** and explaining how the production will be adapted to take place in the state of São Paulo, pointing out especially how the **WORK** will meet the scoring criteria provided for in the ELIGIBILITY MATRIX (Annex 2).
- d) Production budget of the **WORK**, according to the template in Annex 4.
- e) Declaration of compliance and observance of the conditions for participation, eligibility, and impediments, according to the template in Annex 5.
- f) Declaration of responsibility as to the rights of authors and third parties involved in the preparation of the **PROPOSAL**, according to the template in Annex 6.
- g) Financing plan for the **PROPOSAL**, according to the template in Annex 17
- h) Distribution or diffusion plan, according to the template in Annex 18, and relevant executive contracts, if any.
- i) In cases of **COPRODUCTION**, the relevant agreement(s) signed.
- j) Declaration of commitment to comply with the affirmative policy conditions promoted by the **SPCINE** according to the options of the **QUALIFICATION MATRIX**, according to the template in



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Annex 08.

k) Proof of payment of the enrollment fee.

l) Declaration of associative commitment entered into between the **FOREIGN PRODUCTION COMPANY** and the **PRODUCTION COMPANY FROM SÃO PAULO**, according to the template in Annex 07.

m) Provisional shooting/recording plan, with the indication of dates and locations in the state of São Paulo where the work will take place or Provisional production plan, indicating dates and locations in the state of São Paulo where the work will be performed, in case of **ANIMATION WORKS**.

n) Eligibility Simulator (Annexes 19 and 20 for Modules 1 and 2, respectively) duly filled out.

o) Other documents that **TENDERER** deems relevant for the evaluation of the eligibility of the **PROPOSAL**, such as notes of intent or additional technical or artistic explanations.

Sole paragraph. All documents written in a foreign language must be submitted translated into Brazilian Portuguese, except those required in lines "c" only in case of script and bible and "o", which may be submitted in Brazilian Portuguese, English or Spanish at the **TENDERER's** discretion.

8.4. Modifications or substitutions of data and annexes to the **PROPOSAL** will not be accepted after its enrollment has been completed, pursuant to items 10.1 and clause 13. Exception is made to this clause, modifications or clarifications requested by the Evaluation Committee

8.5. The **SPCINE** shall not be responsible for eventual congestion in the online registration system, and the **TENDERER** is responsible for taking the necessary actions in a timely manner.

8.6. The **SPCINE** will not provide copies of the **PROPOSALS** enrolled or disclose information about them or their eligibility simulations, keeping them confidential and disclosing them solely to the **EVALUATION COMMITTEE** members for the exclusive purpose of analysis and selection, without prejudice to the minimum information required for legal publicity, such as publications in the Official Gazette and administrative proceedings.

Paragraph 1 - Without prejudice to the provisions of the caput, confidentiality covers, among others, the documents protected by copyright or neighboring rights, as well as documents that reveal secret relating to literary, artistic, industrial or scientific property, technical or commercial secrets, confidential aspects of the **PROPOSALS** and any other information whose content could be used to distort competition or prejudice the rights of the **TENDERER** in the evaluation process or afterwards.

Paragraph 2 - In case access to documents is requested by a judicial or administrative authority, especially by internal or external control bodies, the **SPCINE** shall provide the documentation



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requested by the authority with the confidentiality and secrecy information about it.

8.7. No documentation sent to the **SPCINE** will be returned.

8.8. Documents other than those provided for in this **PUBLIC NOTICE** will not be considered.

8.9. All the **PROPOSALS** enrolled in the relevant enrollment period will proceed to the selection phase, whose verification of document adequacy (qualification) will be carried out in due time prior to the signature of the **CONTRACT**.

Sole paragraph. If the enrollment documentation submitted is incomplete or not in accordance with the requirements of this **PUBLIC NOTICE** in a way that makes it impossible to correctly analyze and classify the **PROPOSAL**, its selection may be jeopardized, without prejudice to possible disqualification in the appropriate phase and the possibility of a new enrollment.

9. SELECTION PROCESS

9.1. The **PROPOSALS** enrolled in the relevant enrollment period will be scored according to the criteria of the **QUALIFICATION MATRIX** and analyzed by the **EVALUATION COMMITTEE**.

- I. In case of insufficient **FUNDING** to approve all the eligible **PROPOSALS**, the value of the foreseen **ELIGIBLE EXPENDITURE** will be applied as a tie-breaker, and the **PROPOSALS** with the highest value of **ELIGIBLE EXPENDITURE** will be approved.
- II. The **PROPOSALS** not approved due to insufficient **FUNDING** will have their enrollment fee refunded.

9.2. The analysis and possible selection of the **PROPOSALS** will be published in the Official Gazette of the City of São Paulo.

9.3. The **EVALUATION COMMITTEE** may, by means of a duly reasoned decision, decide not to hire the **PROPOSALS** even if they meet the minimum eligibility requirements, if it deems that they are not in accordance with the objectives of the **PROGRAM**, especially in view of their cultural features and their potential to contribute to the appreciation of cinematography and audiovisual areas of the state of São Paulo.

9.4. The **EVALUATION COMMITTEE** may include, for the selected **PROPOSALS**, indications or warnings that deemed relevant related to critical factors for their execution.



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Sole paragraph. Any indications or warnings in the terms of the caput may lead to the requirement of additional documentation or conditions for the execution of the **CONTRACT**.

9.5. From the analysis and classification, as well as from the eventual decision for not hiring in the terms of item 9.4 above, there will be only one appeal, duly founded and filled out with the reasons for disagreement, pursuant to the appeal submission form (Annex 09), within five (05) business days as 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 e-mail address international@spcine.com.br, until 6:00 pm of the last day of the above-mentioned deadline.

II- The timeliness of the receipt of the documentation will be verified by the time the **TENDERER** sends the e-mail.

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

10. QUALIFICATION

10.1. The qualification stage consists of checking the documents, items and information required in the enrollment, so that the **TENDERERS** selected in the period prove to have the requirements required in this **PUBLIC NOTICE** and the enrollment of each **PROPOSAL** is qualified.

Paragraph 1 - In case of eventual incompleteness or inadequacy of documents that may be corrected, aiming at broad participation and respecting the principle of moderate formalism, the **SPCINE** will convene, via electronic mail, the **TENDERERS** in such situation so the relevant adjustment is provided within five (5) business days, under penalty of disqualification.

Paragraph 2 - Failure to submit the required documents at the time of enrollment or the submission of blank documents are not considered failures that may be corrected.

Paragraph 3 - Applications whose **TENDERERS** have not complied with all the requirements set forth in this **PUBLIC NOTICE** will be rejected.

Paragraph 4 - The reversal of the qualification and selection phase may occur in situations where the failure to be remedied has the ability to directly affect the conditions for participating or competing of the relevant **PROPOSAL**.

10.2. The **SPCINE** will publish in the Official Gazette of the City of São Paulo the enrollments that were not accepted during the period and the reasons for such disqualification.

10.3. The **TENDERER** that has its enrollment rejected may appeal by filling out the appeal submission



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form (Annex 09), within five (5) business days as from the first business day following the publication of the reason for disqualification in the Official Gazette of the City of São Paulo.

I- The appeal can only be sent to the e-mail address international@spcine.com.br, until 6:00 pm of the last day of the above-mentioned deadline.

II- The timeliness of the receipt of the documentation will be verified by the time the **TENDERER** sends the e-mail.

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

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

11. HIRING WITH THE SPCINE

11.1 The selected and qualified **TENDERER** will have two (2) months to meet the conditions for hiring with the **SPCINE**, as of the first business day following the date of publication of its qualification in the Official Gazette of the City of São Paulo, with the possibility of an extension of up to two (2) months, at the **SPCINE**'s sole discretion, if such request is duly justified.

11.2. In order to execute the **CONTRACT**, the **TENDERER** must submit the documents listed in the documentation required for hiring with the **SPCINE**, as per the list in Annex 10.

11.3. The **TENDERER** must be in good standing with the Municipality of São Paulo and the government of the state of São Paulo and their agencies and entities, if it has had projects previously supported by these agencies, especially the **SPCINE**, the **SMC**, and the **SECEC**, and it must provide evidence of its good standing with the fiscal, social security, labor, and Employee Length-of-Service Guarantee Fund (FGTS) and before the Informative Record of Unpaid Municipal and State Public Sector Credits (CADIN), in order to execute the **CONTRACT**.

11.4. The **CONTRACT** will be formalized according to the draft of Annex 15.

11.5. The **PROPOSAL** will be disqualified for hiring in the following cases:

I- If the selected **TENDERER** fails to submit the documentation required at any time in this **PUBLIC NOTICE** in the time frame provided.

II- If there is any impediment, administrative suspension or the selected **TENDERER** is not in good standing with the rendering of accounts of projects previously supported by the **SPCINE** or other agencies or entities of the Municipality of São Paulo and the Government of the State of São Paulo,



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especially the **SMC** and the **SECEC**.

Paragraph 1 - Such disqualification will be published in the Official Gazette of the City of São Paulo.

Paragraph 2 - An appeal may be filed with the **SPCINE** against the disqualification, by filling out the appeal submission form (Annex 09), within five (5) business days from the first business day following the publication in the Official Gazette of the City of São Paulo.

I- The appeal can only be sent to the e-mail address international@spcine.com.br until 6:00 pm of the last day of the above-mentioned deadline.

II- The timeliness of the receipt of the documentation will be verified by the time the **SPCINE** receives the e-mail.

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

11.6. The **SPCINE** may request the selected **TENDERERS**, at any time, other documents it deems necessary to complement the documentation already submitted.

Sole paragraph. In the event of confidential documents, the winning **TENDERER** shall grant the **SPCINE** access to at least the relevant information necessary for hiring or ascertaining the obligations and rights arising from the hiring.

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

11.8. Any substitution of the parties involved in the **PROPOSAL** will be allowed in the period between the enrollment and eventual hiring, provided the new beneficiary meets the requirements for classification, qualification, hiring, and can benefit from the eligible expenditure, maintaining the essential features of the **PROPOSAL** as evaluated according to the **QUALIFICATION MATRIX** and that there is consent from the **SPCINE**.

12. PAYMENT METHOD

12.1. The **FUNDING** will be released to the winning **TENDERER** as follows:

I- 1st installment within ten (10) business days from the execution of the **CONTRACT**, corresponding to fifteen percent (15%) of the approved amount.

II- 2nd installment at the beginning of shooting in the state of São Paulo, corresponding to forty-five percent (45%) of the approved amount. In the case of **ANIMATION WORKS**, the beginning of the



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shooting in the state is understood as the beginning of the animation process.

III- 3rd installment at the beginning of the post-production, corresponding to twenty percent (20%) of the approved amount.

IV - 4rd installment after approval of the final rendering of accounts and broadcasting of the **WORK** according to the **PROPOSAL**, corresponding to the remaining balance of the total amount approved, which, after the presentation of the final rendering of accounts may eventually be higher, under the terms of items 3.2, I, "d", and 3.2, II, "c".

V- Alternatively, and at the **TENDERER's** discretion, the funding may be released in a single installment after approval of the final rendering of accounts and broadcasting of the **WORK** according to the **PROPOSAL**.

Paragraph 1 - Following the option in item IV, after the delivery of the final rendering of accounts and the beginning of the broadcast of the **WORK**, the deadline for the **SPCINE** to analyze the documents is sixty (60) calendar days. After approval of the final rendering of accounts, the payment of the single installment will be released in ten (10) business days.

Paragraph 2 - The release of each subsequent installment will be conditioned to the submission of the partial rendering of accounts of the previous installment.

12.2 The **SPCINE**, upon hiring each **PROPOSAL**, will reserve the **FUNDING** bearing in mind the expected reimbursement calculation, considering the percentage of CASH REBATE as approved in the **QUALIFICATION MATRIX** and the **ELIGIBLE EXPENDITURE** provided for at the time of the enrollment.

Paragraph 1 - Pursuant to the modification parameters set forth in clause 13, in case the final rendering of accounts shows divergences in the percentage of **CASH REBATE** applicable to the **WORK** and/or of **ELIGIBLE EXPENDITURE** executed by **WORK**, the due **FUNDING** will be recalculated based on the new parameters.

Paragraph 2 - No **FUNDING** will be set aside in advance for the payment of any positive variation in the final amount of the **CASH REBATE** described in paragraph 1. Such amounts will be subject to the availability of funds from the **PUBLIC NOTICE**, to be verified in the final rendering of accounts.

13. CHANGES TO THE PROPOSAL

13.1. The selected and timely hired **TENDERER** must immediately notify the **SPCINE** of any significant



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change in the **PROPOSAL** or its execution that may impact the analysis and decision of its eligibility or the amounts to which it is entitled.

Paragraph 1 - If changes occur between the selection and the hiring, these must be reported and submitted with the documentation for hiring.

Paragraph 2 - Significant changes to the **PROPOSAL** or its performance, without prejudice to others are as follows:

I- Changes in the contractual relationship structure between the **FOREIGN PRODUCTION COMPANY** and the **PRODUCTION COMPANY FROM SÃO PAULO**, especially in cases of **COPRODUCTION**.

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

III- Changes to the script or production options or changes to it, particularly with regard to shooting and post-production locations and their durations and dates, sustainability aspects of the shooting, or any other factors impacting the evaluation and scoring of the characteristics of the **PROPOSAL** under the **QUALIFICATION MATRIX**.

IV- Budget variations in excess of ten percent (10%) of the production budget for the **WORK** and any reductions in the **ELIGIBLE EXPENDITURE** forecast that may jeopardize the eligibility of the **PROPOSAL**, including variations in the total budget if this was the subject of a scoring criterion under the **QUALIFICATION MATRIX**.

13.2. The communication of a significant change will be submitted to the **EVALUATION COMMITTEE** for priority analysis over the other **PROPOSALS** being timely evaluated, within the same original analysis deadlines, for a timely new decision on the eligibility of the changed **PROPOSAL** and the amounts and any recommendations involved.

14. RENDERING OF ACCOUNTS

14.1. The winning **TENDERERS** must submit to the **SPCINE** the set of documents that provide the measurement of expenses with **ELIGIBLE EXPENDITURE** within twenty (20) business days from the end of the relevant stage of the project.

Sole paragraph. In case funding is received in a single installment under the terms of item 12.1, IV, such documents must be submitted within twenty (20) business days from the end of the activities developed in the city and state of São Paulo, according to the **PROPOSAL**.



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14.2. The rendering of accounts must be submitted by means of the following documents:

I- Cover Letter formalized by the legal representative of the winning **TENDERER** and also executed by a duly qualified accountant or accounting technician, according to the template in Annex 11, in .pdf (Portable Document Format), dated and signed by the person in charge of the project.

II- Declaration of the veracity of the fiscal documents, according to the template in annex 12.

III- Analytical spreadsheet of **ELIGIBLE EXPENDITURE**, according to the template in Annex 13 [in .pdf format (Portable Document Format) and in .xls or .xlsx file, dated and signed by the person in charge of the project.

VI- Compensation documents as per item 5.2.

Sole paragraph. The **SPCINE** may, at any time during the documentation filing period and at its sole discretion, request the proof of **ELIGIBLE EXPENDITURE** contained in the analytical spreadsheet, for verification by sampling.

14.3. Only expenses made after the enrollment of the **PROPOSAL** will be allowed.

Paragraph 1 - Exceptionally, if duly justified and according to the nature of the expenditure, expenses made prior to these periods may be allowed, at the **SPCINE's** sole discretion.

Paragraph 2 - Any expenses incurred before the effective hiring with the **SPCINE** and confirmation of the availability of the amount are the sole responsibility of the **TENDERER**.

14.4. The **SPCINE** may request additional clarification or documentation complementary to that submitted within thirty (30) days from the notification or other appropriate period for the fulfillment of the requirement.

14.5. The **SPCINE** may, at any time, request a partial rendering of accounts for what has already been done, within a minimum of thirty (30) days from the date of notification.

14.6. For the final rendering of accounts and verification of the final amount of the 4th installment or of the single installment under the terms of item 12.1, III or IV, the following documents must be submitted in addition and without prejudice to those required in item 14.2:

I- Proof of completion of the **WORK**.

II- Proof of the distribution and/or diffusion and/or commercialization of the **WORK** according to the **PROPOSAL** and upon submission of contracts (or documents of equal evidential value of compliance with the selection criteria established in the **QUALIFICATION MATRIX** contained in Annex 2) related to the actual exploitation in each territory, not being sufficient for this purpose



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mandate contracts with sales agents or non-binding instruments.

Sole paragraph. For the purpose of evidencing completion of the **WORK** as per item I above will be required:

a) one (01) copy of the final version of the **WORK**, as made available for viewing in commercial movie theaters, in the case of cinematographic works, or as made available for television broadcasting or commercialization through other audiovisual services, subtitled in Brazilian Portuguese if distributed within the Brazilian territory, provided they are adequate for the purposes of preservation and viewing of the **WORKS**.if distributed within the Brazilian territory, provided they are adequate for the purposes of preservation and viewing of the **WORKS**.The copy must be sent as a digital file in the best quality available, via hard drive (HD).

b) Accompanying materials for dissemination and promotion activities.

c) Trailer of the **WORK** for use in promotion and publicity.

d) Press kit or synopsis in Brazilian Portuguese for promotional purposes, observing the maximum of five hundred (500) characters.

e) **TENDERER** declaration that it has acquired the rights required for the viewing and advertising of the **WORK**, according to the template in Annex 14, especially regarding the use of music and images and incident payments.

f) Poster of the **WORK**.

g) Distribution or diffusion contracts in accordance with the **PROPOSAL**, through the submission of contracts relating to the actual exploitation in each territory, not being sufficient for this purpose mandate contracts with sales agents or non-binding instruments.

14.7. The deadline for submitting the final rendering of accounts:

I- For Modules 1 and 2 it will be up to twenty-four (24) months from the date of the first **ELIGIBLE EXPENDITURE**, or up to thirty-six (36) months in the case of **ANIMATION WORKS**.

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

14.8. If, in the final rendering of accounts, the winning **TENDERER** fails to prove the realization of expenses in the minimum **ELIGIBLE EXPENDITURE** required according to the approved **PROPOSAL**,



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especially for the purposes of verification of the **CASH REBATE** amount to which it was entitled according to the analysis of the **QUALIFICATION MATRIX**, the difference between what was approved and what was realized must be returned to the **SPCINE** within thirty (30) business days from the administrative notice.

14.9. The fiscal documents corresponding to the **ELIGIBLE EXPENDITURE** that occur after the contract is executed shall contain, without prejudice to other information required by the applicable accounting and tax norms, the description of the services or goods, the invoice number, the Brazilian Corporate Taxpayers' Registry of the Ministry of Finance (CNPJ) number, state or municipal registration, as applicable, and the name of the supplier or provider of the service.

Paragraph 1 - **TENDERER** shall submit a statement certifying that such **ELIGIBLE EXPENDITURE** was incurred for the production of the **WORK** in the state of São Paulo, according to Annex 12.

Paragraph 2 - The supporting documents of **ELIGIBLE EXPENDITURE** that cannot have their veracity certified electronically must contain the number of the **CONTRACT** signed with the **SPCINE**.

Paragraph 3 - Payments to individuals shall be made through a Self-employed Payment Receipt (RPA) containing the same elements as the caput, unless in the event of justified impossibility, whose acceptance will be at the **SPCINE**'s discretion and after hearing the **EVALUATION COMMITTEE**.

14.10. The documents referring to the rendering of accounts must be presented duly digitalized, via electronic mail to the address prestacao@spcine.com.br, with the possible exception of the items that are required to be physically copied, due to their nature.

Paragraph 1 - The documents must be saved preferably in e-drive in Portable Document Format (PDF), following the payment order and complying with the following nomenclature model: Payment order_mm/dd/yy_name of work_budget line number.

Paragraph 2 - The **SPCINE** may, if deemed appropriate, require the submission of the documentation in hard copy.

14.11. The documentation relating to the rendering of accounts must be filed by the winning **TENDERER** for a period of five (5) years from the final rendering of accounts and may be requested at any time by the **SPCINE** during this period, especially for verification by internal or external control bodies.

14.12. Any inconsistencies in the rendering of accounts or realization of expenditures in ineligible expenses will cause their rejection, and such will be charged to the winning **TENDERER**

Paragraph 1 - In case of rejection of expenses, the winning **TENDERER** may submit a plan for replacement of the rejected expenses by others that are part of the production budget and meet the eligibility and acceptance requirements.



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Paragraph 2 - Rejected expenses not replaced will be subtracted from the amount of the subsequent installment to which the **TENDERER** is entitled, or, in case there are no subsequent installments, they must be refunded to the **SPCINE**, duly corrected by the IPC-FIPE index within thirty (30) business days from the administrative notice.

14.13. The **SPCINE**'s rendering of accounts rules contained in Ordinance 01/2015/SpCine, or any other that may supersede it, shall apply secondarily to this clause.

15. ADDRESSING PANDEMICS

15.1. Bearing in mind the current coronavirus (COVID-19) pandemic and its impacts on the productive chains of several areas, due to pandemics or other force majeure situations that affect the normality of the productions and the economic sectors involved, including due to administrative or judicial decisions of the relevant bodies, the **PROPOSALS** of Modules 1 and 2, beneficiaries of the **PROGRAM** must comply with all recommendations by public health organizations, especially the World Health Organization and the São Paulo Health Office, and the Municipal Health Offices from the Municipalities in which the filming is taking place, regarding the precautions required to avoid contamination and transmission of diseases, also including compliance with any shooting stoppages.

15.2. If the **PROPOSALS** of Modules 1 and 2 are directly impacted by the suspension of shooting due to governmental decisions, in face of outbreaks, epidemics and pandemics of diseases or other force majeure situations, the **PRODUCTION COMPANY FROM SÃO PAULO** may, during the lockout period, continue to pay the technicians, assistants and other freelance workers involved in the production.

Paragraph 1 - In such case, an additional percentage of up to five percent (5%) of the total **CASH REBATE** amount initially approved can be granted, which must be used exclusively to keep the remuneration of such workers, duly evidenced through the rendering of accounts.

Paragraph 2 - The granting of the additional amount to keep the workers' remuneration must be previously requested to the **SPCINE** and will be subject to the availability of funds from the **PUBLIC NOTICE** at the time of the approval of the request.

Paragraph 3 - In such circumstances, the advance payment of the remuneration of impacted workers will also be allowed, being duly evidenced and justified on the occasion of the rendering of accounts of the relevant stage.

15.3. The actions outlined in this clause are intended to mitigate the negative impacts on the income and employment of professionals in the basic categories of the audiovisual industry who represent those economically most vulnerable during crises of such nature.

15.4. In case of suspension of shootings, whether determined by local authorities or governments



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where the international productions originate, there may be an extension of the deadlines for the rendering of accounts, completion and viewing of the **WORK** and all others affected by such suspension.

16. ADMINISTRATIVE PENALTIES

16.1. The total or partial default, non-performance or violation of this **PUBLIC NOTICE**, the **CONTRACT** or the applicable law will subject the winning **TENDERER** to the penalties established in the applicable legislation, in particular in Article 83 of Federal Law No. 13,303/2016 as well as, as the case may be, the termination of the **CONTRACT** with the need for full or proportional refund of the **FUNDING**.

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

I- Warning, limited to four (4) during the term of the **CONTRACT**, for violations that do not harm the proper performance of the **PROPOSAL**.

a) Upon the fourth warning, a fine of zero point five percent (0.5%) will be applied on the amount of the **FUNDING** that the **TENDERER** is entitled to according to the **PROPOSAL**. Once the limit is reached, new violations will directly lead to the application of the fine.

II- For total non-performance of the **CONTRACT** which consequently results in the non-performance of the **PROPOSAL** as approved, a fine of ten percent (10%) on the amount of the **FUNDING**, without prejudice to termination of the **CONTRACT** and possible return of the **FUNDING** already received.

a) The fine provided for in this item may be dismissed with if the **FUNDING** already received is fully returned, duly adjusted from the date of receipt to the date of payment.

III- For the unjustified and unauthorized delay in the performance of the **PROPOSAL** or in the submission of any of the elements or materials required as compensation or rendering of accounts, a fine of zero point five percent (0.5%) on the amount of the **FUNDING**.

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

b) after reaching the limit of sixty (60) days of delay, such delay may be considered a partial non-performance of the **CONTRACT**, with the possibility of termination, without prejudice to the other applicable legal and contractual consequences.

IV- For partial non-performance or violation of any clause of the **CONTRACT**, the **PUBLIC NOTICE** or the applicable legal and regulatory provisions, a fine of zero point five percent (0.5%) on the amount of the **FUNDING**. This fine will be doubled for every two (2) applications.



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V- Suspension of the right to participate in public bids, programs and to hire with the **SPCINE** and other agencies and entities of the Municipality and the state of São Paulo for a period of two (02) years or until the rehabilitation of the violating **TENDERER**.

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

16.4. The application of any penalty may lead to contract termination by the **SPCINE**, after hearing the **EVALUATION COMMITTEE**, with the possible obligation to return the duly adjusted **FUNDING** already received.

Paragraph 1 - Upon submission of a partial rendering of accounts for what has already been performed, partial performance of the **CONTRACT** may be allowed, at the sole discretion of the **EVALUATION COMMITTEE**, with the possible need for proportional return of the already received **FUNDING**, either on the unused balance or, if already fully used, on unfulfilled portions of the **PROPOSAL**.

Paragraph 2 - In case of a mandatory refund, the **FUNDING** must be adjusted by the IPC-FIPE index from the receipt date until the effective payment date.

16.5. The fines provided for in this clause do not have compensatory nature and its payment will not exempt the **TENDERER** from the responsibility for possible damages resulting from the violations committed.

16.6. The deadline for the payment of the fines or return of the duly adjusted **FUNDING** shall be thirty (30) days as of the administrative notice from the **SPCINE**, applying the fine for untimeliness provided for in item 16.2, III, in case of delay.

16.7. Any amounts due and unpaid will give rise to a record with the Municipal CADIN and other applicable legal consequences, such as the registration of the debt in the active debt and judicial collection of the amounts.

16.8. The sanctions will only be applied observing the legal procedures, especially those defined in Municipal Law 14141/2006, observing the adversary and ample defense system.

17. GENERAL PROVISIONS

17.1. The enrollment and selection of **PROPOSALS** under the terms of this **PUBLIC NOTICE** does not prevent the analysis and any support to non-competing projects and actions, using the funding available to the public policy and not made available to this **PUBLIC NOTICE**.

17.2. The **SPCINE's** communication regarding the competing **PROPOSALS** and **TENDERERS** will be made through the Official Gazette of the City of São Paulo, and it is their sole responsibility to follow



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this means of communication, accessible in electronic format through the link https://diariooficial.prefeitura.sp.gov.br/md_epubli_controlador.php?acao=inicio

17.3. The following criteria will be adopted for counting the terms established in this **PUBLIC NOTICE**, except for the deadlines expressly set forth herein:

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

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

III- For the purposes of this **PUBLIC NOTICE**, business days are considered to be those when the Public Administration of the Municipality of São Paulo is open for business.

IV- The Brasilia Standard Time, in Brazil, is taken in account for counting days and hours.

17.4. The documents and declarations to be submitted are the sole responsibility of the **TENDERERS**, and will not result in any civil or criminal liability for the **SPCINE**, the **SMC** or the **SECEC** or their employees, especially as to the veracity of the content of such declarations and documents.

Paragraph 1 - Statements regarding affirmative policies will be subject to the proper procedures for verifying their veracity at any time.

Paragraph 2 - In case any misstatement is detected in the information and/or documents presented, the **PROPOSAL** will be disqualified at any time, or, in case the **CONTRACT** has already been formalized, it will be immediately terminated, applying the appropriate penalties, without prejudice to the communication to the relevant authorities or bodies for the verification of any violations or crime.

17.5. The **SPCINE**, after hearing the **EVALUATION COMMITTEE** or at its suggestion, may revoke this **PUBLIC NOTICE**, in whole or in part, at any time, for reasons of public interest, arising from a supervening fact duly proven, and may cancel it due to illegality ex officio or upon request by a third party, through a written and reasoned statement, without any obligation to indemnify any losses to any interested party or **TENDERER**.

Sole paragraph. In such case, the funding already received by the **TENDERER** does not need to be returned, upon rendering of accounts.

17.6. Pursuant to State Decree No. 64994/2020, which established the São Paulo Plan as a strategic action to address the pandemic resulting from COVID-19, as well as other related regulations, all audiovisual production to be carried out in the city of São Paulo in the context of the pandemic must



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comply with the sanitary protocols applicable to the sector, in particular:

I. Audiovisual Occupational Health and Safety Protocol set forth through a Term of Commitment signed between the Municipality of São Paulo and entities representing the audiovisual sector, published in the Official Gazette of the City of São Paulo on 07/31/2020.

II. Protocol for Filming and Recording in Public Places set forth by Municipal Decree 59600/2020.

III. General Reopening Protocol established by SGM Ordinance No. 185/2020.

17.7. The **SPCINE** will provide clarifications about this **PUBLIC NOTICE** by e-mail:

international@spcine.com.br.

17.8. Any citizen is a lawful party to object the current **PUBLIC NOTICE**, and must do so in person or via e-mail sent to international@spcine.com.br. The subject of the challenge must contain the identification of the **PUBLIC NOTICE** and of the interested party.

Paragraph 1 - Any objections must be forwarded duly scanned, dated and signed by the interested party, within up to five (5) business days before the end of the first enrollment period.

Paragraph 2 - Any objections must be submitted by 6:00 pm on the last day of the deadline.

Paragraph 3 - The timeliness of the terms will be considered from the date and time of forwarding of the e-mail by the **TENDERER**.

17.9. The cases not provided for in this **PUBLIC NOTICE** will be settled by the **SPCINE** Board of Directors, after hearing the **EVALUATION COMMITTEE**.

17.10. For all legal purposes, the official version of this **PUBLIC NOTICE** is the one available in Brazilian Portuguese. In case of any inconsistency caused by translation into other languages, the official version shall prevail.

17.11. All the instructions, observations, and restrictions contained in the appendixes to this Tender Protocol are integral to this **PUBLIC NOTICE**:

ANNEX 1 - LIST OF **ELIGIBLE EXPENDITURE**

ANNEX 2 - **QUALIFICATION MATRIX**

ANNEX 3 - ENROLLMENT FORM

ANNEX 4 - TEMPLATE OF BUDGET OF ELIGIBLE EXPENDITURE

ANNEX 5 - DECLARATION OF COMPLIANCE AND OBSERVANCE OF THE CONDITIONS FOR PARTICIPATION, ELIGIBILITY, AND IMPEDIMENTS

ANNEX 6 - TEMPLATE DECLARATION OF RESPONSIBILITY AS TO THE RIGHTS OF AUTHORS AND THIRD PARTIES INVOLVED IN THE PREPARATION OF THE **PROPOSAL**



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ANNEX 7 - TEMPLATE DECLARATION OF ASSOCIATIVE COMMITMENT ENTERED INTO BETWEEN THE **FOREIGN PRODUCTION COMPANY** AND THE **PRODUCTION COMPANY FROM SÃO PAULO**

ANNEX 8 - TEMPLATE DECLARATION OF AFFIRMATIVE POLICIES

ANNEX 9 - APPEAL SUBMISSION FORM

ANNEX 10 - DOCUMENTATION REQUIRED FOR EXECUTING THE **CONTRACT** WITH THE **SPCINE**

ANNEX 11 - TEMPLATE COVER LETTER FOR THE SUBMISSION OF THE RENDERING OF ACCOUNTS

ANNEX 12 - TEMPLATE DECLARATION OF THE VERACITY OF THE FISCAL DOCUMENTS

ANNEX 13 - TEMPLATE ANALYTICAL SPREADSHEET FOR EXPENSES IN THE RENDERING OF ACCOUNTS

ANNEX 14 - TEMPLATE DECLARATION OF RIGHTS REQUIRED FOR THE VIEWING AND ADVERTISING OF THE **WORK**

ANNEX 15 - DRAFT **CONTRACTS**

ANNEX 16 - BRANDING INSTRUCTION BOOK

ANNEX 17 – FINANCING PLAN FOR THE WORK

ANNEX 18 – DIFFUSION OR DISTRIBUTION PLAN

ANNEX 19 – ELIGIBILITY SIMULATOR FOR MODULE 1

ANNEX 20 – ELIGIBILITY SIMULATOR FOR MODULE 2

17.12. The jurisdiction of the city of São Paulo/SP is hereby elected to settle any issues or pending matters arising from this **PUBLIC NOTICE**, to the exclusion of any other.

São Paulo, September 18, 2025

Lyara Oliveira

Chief Executive Officer

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