

Taiwan Creative Content Agency

Directions for Creative Content Development Program – Development Fund

Promulgated on March 31, 2022 following the
approval by the Chairperson

First amended on January 2, 2023

Second amended on February 23, 2025

Third amended on April 16, 2025

1. The Legal Base

To facilitate the production of cultural creative content, increase the willingness of investment, and accelerate the development of industrialization, the Directions (hereinafter the “Direction”) for Creative Content Development Program – Development Fund (hereinafter the “Program”) has been formulated in accordance with Article 4 of Regulation on Multi-Elemental Creative Content Development and Funding Program by Taiwan Creative Content Agency (hereinafter “TAICCA”) for the subject matters of support and development of pre-production of cultural content.

2. Eligibility

- i. Eligible applicants for the Program shall include the Partners who have executed the MOU of Content Development and International Co-Funding Program (hereinafter the “MOU”) with TAICCA and those recommended by TAICCA’s appointed programs or the TAICCA’s strategic partners.
- ii. The “Partner” as referred to in the preceding paragraph shall mean the applicant who has submitted the designated documents to TAICCA, applied to enter into the MOU, and actually signed the MOU with TAICCA upon TAICCA’s approval based on the document reviewing. The applicable documents relating to the eligibility and execution procedure of the MOU shall be subject to TAICCA’s announcement.
- iii. Eligible projects of pre-production development under the Program shall include feature films, TV series, documentaries, documentary series, and animations (feature films, feature series, short series) with Taiwan elements. The total length of the foregoing project shall be more than 60 minutes and not exceed 780 minutes. The project shall be forbidden for application if the shooting in such project has been launched, as this is considered the pre-production development is completed.

- iv. The applicant shall be forbidden to apply the Program if the identical project has applied and received any rewards or subsidies for the purpose of pre-production development from the Ministry of Culture, or the subsidiaries of the Ministry of Culture, or institutions under the supervision of the Ministry of Culture.
- v. The provisions of the four preceding paragraphs shall not apply in the event TAICCA has given approval due to special circumstances.

3. Method of Application

- i. The budget of the Program shall be sourced from and subject to the Regulation on Multi-Elemental Creative Content Development and Funding Program. The application period and funding plan for each year may be adjusted by TAICCA in accordance with the actual budget and implemented upon the approval of TAICCA's CEO. The application period of each year and the agreement execution process shall be announced by TAICCA by posting on its official website.
- ii. TAICCA shall only accept applications enclosing the documents described as follows; TAICCA may engage scholars or experts to assist in the document examination as per actual requirement:
 - 1) The proposal (including its exhibits) shall be enclosed, and its applicable form and content shall be separately announced by TAICCA.
 - 2) In the event of any omission in the documents provided in the application, the applicant shall be notified to make correction within the time limit designated by TAICCA; such opportunity for correction is generally given only once. If the applicant fails to make correction within the notified time limit, TAICCA may return such application.
- iii. Upon confirmation by TAICCA, TAICCA shall proceed with the applicant in signing the applicable project agreement under the Program (hereinafter the "Project Agreement").

if the applicants are public servants or related persons under Act on Recusal of Public Servants Due to Conflicts of Interest, they must proactively and accurately disclose their relationships in the application documents (please complete the Prior Disclosure Form). Non-compliance with the provisions of Article 14, Paragraph 1 (prohibition of subsidies) and Paragraph 2 (failure to accurately disclose) of the same Act will result in a fine as stipulated in Article 18 of the Act.

4. Amount of Funding and Installment Procedure

- i. The cap of the amount and proportion for each project shall be as follows:
 - 1) For feature films and TV series: The amount of funding shall not exceed the maximum amount of \$2,000,000 New Taiwan Dollars, nor exceed

five (5) percent of the total project production budget.

- 2) For documentaries and documentary series: The amount of funding shall not exceed the maximum amount of \$2,000,000 New Taiwan Dollars, nor exceed ten (10) percent of the total project production budget.
 - 3) For animation feature films, animation feature series, and animation short series: The amount of funding shall not exceed the maximum amount of \$3,000,000 New Taiwan Dollars, nor exceed fifteen (15) percent of the total project production budget.
- ii. The amount of funding under the Program shall be installed on a periodic basis, and the total amount, periodic installment, method of examination and other details shall be based on TAICCA's announcement and stipulated in each respective Project Agreement.

5. Rights and Obligations

- i. Any and all copyrights contained in the project applied for the Program shall be owned by the applicant, or the applicant shall be granted such license by the copyright owner.
- ii. The applicant supported by the Program warrants that all documents, relevant information and content shall be true, accurate, and not in violation of any applicable law or any third party's rights and interests.
- iii. The applicant supported by the Program shall provide the closing report of the development objective within three (3) years after the execution date of the Project Agreement, and complete the development of the pre-production within five (5) years.
- iv. Postponement for each term of performance under the agreement may be requested with a reasonable explanation, and such request should be made seven (7) days before the due date in each term. The maximum time of approved postponement shall be six (6) months, and the request to postpone should not be made more than twice in one project. Provided, this shall not apply in the event TAICCA has given approval in respect of special projects.
- v. Should the applicant supported by the Program fail to complete the project of pre-production development or overdue, or fail to achieve a certain level of completion, upon TAICCA's auditing of the actual execution of the project, TAICCA may, depending on the situation, carry out necessary disposal (including, but not limited to, partially or fully avoid or cancel the granted capacity as receiver of the Program, or decrease the approved amount of funding).
- vi. The applicant supported by the Program shall recognize "TAICCA" and

“Creative Content Development Program – Development Fund” appropriately in the related activities addressed to the public, including but not limited to public release or promotion activities, through applicable wording or symbol. The applicable recognition and activity types shall be agreed by both parties.

- vii. The applicant supported by the Program shall actively participate and cooperate in the relevant activities arranged by TAICCA, including but not limited to engaging in marketing events within or outside Taiwan, or facilitating business matching for the promotion of the project’s work.
- viii. The amount of funding under the Program will be included in the investment amount of the project production phase upon the confirmation that the project has entered the production phase. Regardless of any changes to the production budget after entering the production phase, the funding already paid by the Program will not be affected, and the recipient of the Program funding is not required to return the corresponding amount. In addition, TAICCA shall have the priority right to invest in the project production phase by entering into an investment agreement with the applicant or otherwise. The applicant supported by the Program shall, in accordance with the terms of the investment agreement, periodically settle and distribute the profit with TAICCA and submit relevant financial documents. Such profit distribution shall be made within five (5) years after the premiere (including its public broadcasting, public presentation, or public transmission), public release or release date of the project’s final work.
- ix. TAICCA shall be entitled to disclose the name of the project granted support, the name of the entity granted support, and the supporting amount for the project. If TAICCA is subject to governmental supervisory requirements or investigation by the auditing, controlling or judicial authority, or both parties are subject to their legal or auditing proceedings, then TAICCA may provide other relevant information as necessary.
- x. In respect of other rights and duties which are not set forth herein, both parties may stipulate the applicable terms in the Project Agreement.

6. Right for Financial Examination

- i. TAICCA may engage financial institutions, accountants, attorneys, or other professionals to examine the applicant’s financial records to confirm whether the agreement is properly performed, understand the allocation of the supporting amount of the pre-production development and the financial balance condition, as well as to ensure the legal compliance.
- ii. The applicant supported by the Program shall retain all books and documents in connection with relevant business and finance in accordance with Taiwan’s laws and Generally Accepted Accounting Principles

(GAAP). TAICCA, TAICCA's supervisory authority or the supervising unit retained by TAICCA may have its designated personnel take any necessary measure to conduct auditing from time to time; if necessary, TAICCA may request the applicant supported by the Program to provide documentation or attend the meetings for further explanation.

7. Notice for Collection, Processing and Use of Personal Data

The applicant shall agree, or have the right holder authorize the applicant to agree, to TAICCA's collection, processing, and use of personal data for the purpose of rendering relevant services of the cultural content industry, increasing the application and commercialization of cultural content, TAICCA's internal business requirement, or the use in internal auditing, data analysis and research. If TAICCA is subject to governmental supervisory requirements or investigation by the auditing, controlling or judicial authority, or both parties are subject to their legal or auditing proceedings, TAICCA may provide personal data accordingly.

8. Disclaimer

Should the Direction become unable to execute due to budget deletion, freeze or adjustment of the Program, or other reasons which are not attributable to TAICCA, TAICCA may halt the current proceedings and notify the applicant supported by the Program of the termination or rescission of the applicable agreements.

9. Implementation and Matters beyond the Direction

The Direction shall be promulgated following the approval by TAICCA's Chairperson and implemented upon the promulgation date of the Direction; the same process applies when the Direction is amended. In the event of any relevant doubt or question or any matter beyond the Direction, TAICCA may institute operation rules or regulations pursuant to the Direction and construe the provisions hereof.