



# PROGRAM POLICIES

## 2026

This document has been updated with links to resources. Additionally, “Digital Platform” has been updated to “Online Service”.

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# 1. INTERPRETATION

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These Policies are to be read in conjunction with the applicable Bell Fund Program Guidelines. The Bell Fund reserves the right to modify these policies at any time and does not limit the rights and remedies that the Bell Fund has under its Financing Agreements or otherwise.

## 2. GENERAL POLICIES

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### 2.1. Respectful Workplaces

The Bell Fund is committed to fostering respectful workplaces in companies that we support. A respectful workplace is one that values diversity and inclusion, dignity, courteous conduct, fairness, positive communication and professional working relationships. A respectful workplace is free from harassment and discrimination including sexual harassment.

The Bell Fund expects that all funding recipients maintain the principles of a respectful workplace including taking every reasonable step to:

- Cultivate and sustain a respectful, positive, inclusive and supportive work culture.
- Provide a safe mechanism for staff to report incidents or allegations of inappropriate behaviour.
- Take action to prevent, identify and eliminate workplace harassment and discrimination in a timely manner.

We expect all companies that work with or seek funding from the Bell Fund to respect these principles, comply with relevant laws and to implement policies and procedures for a harassment-free workplace including in relations with the Bell Fund, its staff and Board of Directors.

### 2.2. Guiding Principles

The Bell Fund is committed to supporting a more equitable, diverse, inclusive and accessible industry across Canada. This means supporting screen-based producers/creators who are Indigenous and/or identify as being from an Equity-deserving community such as Black,

racialized, women and gender-diverse, 2SLGBTQIA+, persons with disabilities, regional and Official Language Minority Community (OLMC).

Please consider how you engage with individuals and communities as you proceed with your Projects. Applicants and production teams are encouraged to refer to resources and to respect the guiding principles and best practices set out in:

- the [Indigenous Screen Office On-Screen Protocols & Pathways: A Media Production Guide](#);
- the [Black Screen Office Being Seen: Directives for Creating Authentic and Inclusive Content](#); and
- [Reelworld #HerFrameMatters Protocol Guidelines](#); and
- the [Disability Screen Office Industry Resource Hub](#).

The Bell Fund has committed that it will allocate at least 10% of its total budget to an envelope dedicated to OLMC producers (in either official language) and producers from diverse communities (as defined by the CRTC). A minimum of 5% to OLMC and 5% to diverse communities.

## **2.3. Accessibility Support**

The Bell Fund welcomes applications from people with disabilities, people who are Deaf, and people who have barriers to accessing technology. Support for application assistance is also available to First Nations, Inuit or Métis applicants facing language, geographic and/or cultural barriers.

Upon request, Applicants that have accessibility needs, face accessibility barriers, or require accommodations may request an alternative process or format for submitting an Application, or funds (up to \$500 per application) towards service providers to assist with an Application.

Services may include, but are not limited to, assistance in creating an account and navigating the Online Portal or the Bell Fund Self-identification Data Collection Portal; and/or transcribing, editing, and translating application materials.

Please note that receiving Accessibility Support funds does not guarantee a successful application nor will it impact evaluation scores during the application evaluation process. To

request support, please contact Bell Fund at [info@bellfund.ca](mailto:info@bellfund.ca) at least four (4) weeks before the applicable closing deadline for a Program.

Applicants and production teams are encouraged to refer to [The Disability Screen Office Industry Resource Hub](#).

## **2.4. Closed Captioning and Described Video**

The Bell Fund requires that all projects funded in production are made available with Closed Captioning and Described Video.

## **2.5. Sustainability**

Bell Fund encourages all Applicants to implement environmentally sustainable practices including the use of clean technologies and reduced use of unsustainable resources in the development, production and exploitation of projects.

## **2.6. Application Process**

All Applications and documents will be submitted through the Bell Fund Online Portal.

## **2.7. Credit**

The Bell Fund support is to be acknowledged with a Bell Fund credit and logo on the project and all related publicity and promotional materials. The Bell Fund should be advised in advance of any mention of the Bell Fund in media releases, publicity materials or social media.

## **2.8. Changes**

The Bell Fund must be notified of any significant changes that will materially affect the project including but not limited to changes to key creative personnel, budget and financing, and schedule. Changes may require Bell Fund approval.

## **2.9. Artificial Intelligence**

The use of Artificial Intelligence (AI) technology must be disclosed and outlined in the Application. This applies to:

- The use of AI to prepare the application form and supporting materials including video and documentation; and

- The use of AI in the creation of content or otherwise, for Bell Fund supported projects.

It is the responsibility of the Applicant to ensure that all applications and projects have access to all underlying rights including content that is created with the assistance of AI technology.

## **2.10.Feedback**

On request, Applicants may receive feedback after funding decisions have been communicated. Feedback is generally intended to assist with the preparation of future Applications. Incorporating feedback into a future Application does not guarantee funding at a subsequent deadline.

## **2.11.Communications**

The Bell Fund will publish a list of funding recipients following the notification of funding decisions to Applicants. Information provided may include but is not limited to company, project title/description, broadcaster/online service, key creative personnel, region, and amount of funding. This may also include aggregated information about the demographic representation of applicants and funded projects.

## **2.12.Harmful Content**

Content must be compliant with all standards and policies applicable to broadcasting and to intellectual property laws and not infringe upon any public or private rights and not otherwise contravene any civil and criminal laws in effect in Canada.

## **2.13. Health and Safety**

The Applicant will ensure that all activities funded in part or in whole by the Bell Fund are carried out in compliance with applicable statutes, laws, bylaws, regulations, orders, codes, standards, directives and guidelines governing the activities including those related to public health and safety.

### 3. DEFINITIONS

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Unless defined herein, definitions contained in the Program Guidelines shall apply.

“Broadcaster Affiliated Production Company” - Broadcaster-affiliated production company: Is a Canadian production company carrying on business in Canada, with a Canadian business address, owned and controlled by Canadians, whose business is the production of film, video or live programs for distribution and, in which, a broadcasting licensee, or any company related to the broadcasting licensee owns, in aggregate a 30% or greater (voting) equity interest.

“Canadian Independent Production Company” - Means a Canadian company (i.e., a company that does business in Canada, has a business address in Canada, is Canadian-owned and controlled) whose principal activity is to produce programs on film, videotape or live programs for distribution, that is Canadian-controlled as determined in sections 26 to 28 of the Investment Canada Act.

“Canadian Broadcaster” - Is one of the following:

- a. a Canadian programming undertaking, public or private, licensed to operate by the Canadian Radio-television and Telecommunications Commission (CRTC);
- b. an online service owned, controlled and operated by a Canadian CRTC-licensed programming undertaking;
- c. an online service owned, controlled and operated by a Canadian broadcasting distribution undertaking (“BDU”), licensed to operate by the CRTC; or
- d. a CRTC-licensed VOD service.

Community Channels are not CRTC-licensed and thus are not considered an eligible Canadian Broadcaster.

“Online Service” - Must:

- Be available to Canadians and demonstrate that it markets to Canadian audiences (may be Canadian or foreign owned).
- Feature original premium quality entertainment content and not exclusively acquired content.



- Comply with other requirements such as number or views or subscribers as further detailed in Program Guidelines.

Includes services that are “registered” with the CRTC.

“Distributor” - Generally distributes third-party content (may also distribute Related Party content), has a level of experience and expertise sufficient to arrange for the distribution of the content in question demonstrated by a sufficient volume of business and a business plan to ensure the company’s future financial viability, regularly attends relevant international markets, and has distributed productions of a similar size and nature.

“Diverse Community” - Diverse Community is defined as Indigenous, Black and/or racialized, 2SLGBTQIA+ and/or Persons with Disabilities.

“Emerging” - Emerging refers to a screen-based company where the majority of owners/producers have at least one (1) credit in a professionally produced, screen-based project but no more than three (3) credits.

“Key Creative Team” - Key Creative Team is defined as Producer(s), Writer(s), and Director(s).

“Major Production Funder” - Is a private Canadian broadcaster or broadcasting group (which includes private conventional television stations, specialty services and linear pay TV services owned by the group, as determined by the CRTC) whose Canadian Programming Expenditures (CPE), excluding news (Category 1) and sports (Category 6) as reported to the CRTC for the previous broadcast year is at least \$125 million for English-language programming or \$30 million for French-language programming.

“Regional” - Regional is defined as 150 kilometres outside of Toronto (English-language projects) and Montreal (French-language projects).

“Related Party” - Exists when one party has the ability to exercise, directly or indirectly, control, joint control or significant influence over the other. Two or more parties are related when they are subject to common control, joint or common significant influence. Related Parties also include management and immediate families and companies that have a shared ownership.

A Related Party is a person or entity that is related to the reporting entity including:

- a. A person or a close member of that person's family is related to a reporting entity if that person:
- i. Has control or joint control of the reporting entity;
  - ii. Has significant influence over the reporting entity; or
  - iii. Is a member of the key management personnel of the reporting entity or of a parent of the reporting entity.

Close members of the family of a person are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity and include:

- i. That person's children and spouse or domestic partner;
  - ii. Children of that person's spouse or domestic partner; and
  - iii. Dependants of that person or that person's spouse or domestic partner.
- b. An entity is related to a reporting entity if any of the following conditions apply:
- i. The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others)
  - ii. One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member)
  - iii. Both entities are joint ventures of the same third party
  - iv. One entity is a joint venture of a third entity, and the other entity is an associate of the third entity
  - v. The entity is a post-employment benefit plan for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is itself such a plan, the sponsoring employers are also related to the reporting entity
  - vi. The entity is controlled or jointly controlled by a person identified in "a"
  - vii. A person identified in "a" has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity)

- viii. Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.

“Related Party Transaction” - A transfer of economic resources or obligations between related parties, or the provision of services by one party to a Related Party (e.g., postproduction facilities), regardless of whether any consideration is exchanged. The parties to the transaction are related prior to the transaction.

## 4. ACCOUNTING AND REPORTING REQUIREMENTS

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### 4.1. Applicant Responsibilities

The Applicant(s) responsibilities include the maintenance of separate accounts and related records throughout the project or slate of projects for which financing has been provided.

The Applicant must also ensure that its management and accounting personnel have familiarized themselves with the Bell Fund required documentation dealing with the accounting and reporting of financial information. Such documentation, among others, may include:

- The Bell Fund Financing Agreement;
- Relevant correspondence exchanged between the Bell Fund and the Applicant or its representatives (legal advisors and independent accountants/auditors);
- Bell Fund reporting requirements;
- These policies;
- Application documents for the Project; and
- Other contractual agreements related to the Project including broadcast licence agreements and distribution agreements should they exist.

All costs included in reporting must be bona fide and verifiable and are subject to potential review by the Bell Fund.

## 4.2. Financing

### Producer Investment (Equity)

The Applicant is required to provide a fully executed agreement for its investment in the project. In such cases, the Applicant may also be required to provide its most current financial statements to verify the capacity to provide this investment.

### Producer and Other Deferrals

Deferrals may be included in the financial structure of a project. Deferrals must be supported with appropriate deferral agreements specifying budget code, category, and amount.

Applicants may defer Producer Fees and Corporate Overhead (though not encouraged). In such cases, the applicant must also provide their most current financial statements to verify their capacity to defer.

Deferrals from unrelated parties such as a subcontractor (including cast, crew and vendors) must be supported by a separate deferral agreement. All deferral agreements must reflect the budget line item and exact amount being deferred. Contingency may not be deferred.

### In-Kind Contribution

In-kind contributions may be provided by facilities or staff from other parties (sub-contractors, coproducers, etc.). Contributions should be included in the financial structure and listed appropriately in the budget. All such costs must reflect market value with appropriate discounts applied. The value of services provided must be clearly and explicitly indicated in a services agreement between the Applicant and service provider. Agreements should contain the date, total amount of contribution including any discounts applied, and breakdown of contribution by related budget codes and categories of services provided.

Market Interest Partner in-kind contributions will be considered on a case-by-case basis and must be included at the time of Application. Generally, costs that would be a part of the role of a Market Interest Partner such as notes, consulting, and related marketing will not be considered eligible.

Applicant may be asked to provide evidence of market value equivalency for in-kind services provided.

### Tax Credits

For provincial and federal tax credits applicant must demonstrate eligibility, provide calculations and include a maximum of 90%, of anticipated tax credits, in the finance structure.

Note: Bell Fund non-repayable contribution in production is considered Assistance and will impact tax credit calculations.

### Crowdfunding

Only confirmed crowdfunding may be included in financing structures in Applications. Generally, crowdfunding is not considered a likely source of financing.

### Sponsorships

When including sponsorship funds as part of financing structures, applicants are required to demonstrate that this will not result in ineligible content such as paid programming. sponsorship funds must be confirmed at the time of application.

### Coproductions and Bell Fund Eligible Coventures

For coproductions between Canada and other territories, Bell Fund finance and budget policies apply to the Canadian share of the budget.

Treaty Coproductions are productions that are coproduced under a coproduction treaty. Producers must apply first to Telefilm for recommendation, and then to CAVCO to have the production certified as an international treaty co-production.

Eligible Coventures are projects that will receive an SR number by the CRTC but are also (for Bell Fund purposes) at least 51% Canadian-owned and controlled.

## **4.3. Confirmation of Financing**

The Bell Fund will require confirmation from all sources of funding prior to entering into a Financing Agreement. This includes deferrals, in-kind services, and cash contributions.

Confirmation will usually be in the form of an Agreement which must include:

- Date;
- Applicant Company;

- Name of Project;
- Amount of contribution;
- Type of commitment (e.g. grant, equity, advance);
- Total Project Budget;
- Clear indication that the contribution is to the Project and specific to the activity proposed (e.g. development or production);
- Payment schedule or proposed drawdown; and
- Default or expiry clause.

## **4.4. Budgeting**

### Budget Template

A consolidated, detailed budget may be required as part of the Application. Please use industry standard budget templates. A project budget is a key part in the evaluation of applications and must be based on reasonable cost estimates and be completed thoroughly and accurately.

Regardless of which template is used, the application must include:

- Budget Topsheet;
- Budget Detail;
- Related Party Transactions;
- Cashflow; and
- Tax Credit Calculations.

For convenience, Budget and Cost Report templates are available.

No Development Budget is required as part of an Application to the Slate Development Program.

### Labour and personnel: (Category A)

All labour rates for personnel engaged by Producer must be estimated at actual cost in units of hours, days or weeks, without corporate markup, overhead fees, or equipment costs. Rates

must be clearly marked as inclusive of applicable payroll benefits or may have payroll benefits set out as a separate category.

Labour rates are expected to be consistent with industry standards. Rates deemed in excess of industry standards may be acceptable provided that there is sufficient explanation and quotes, contracts or pay stubs to support the rates.

### Development Costs

- a. Slate Development Program - Repayment for previous development costs including payments to other funding agencies may not be included in development budgets. In Development Programs, only costs that are incurred following notification of funding will be considered eligible.
- b. Production Program - Reasonable costs which are required to be repaid may be considered in production budgets. These costs should be clearly marked and in the appropriate budget lines. Applicants may be asked for Development Budgets, Cost Reports and Development Agreements for verification. It is expected that Development Costs are known and fixed once the Production Budget is approved and locked.

It is expected that development costs are known and fixed at the time of application in Production Programs. If a Project is approved for production funding, the Bell Fund may request the Development Budget and Cost Report for those costs included in the Production Budget.

### Related Party Transactions

All costs for labour and facilities paid to related parties (including related companies) (see definitions “Related Parties” and “Related Party Transactions”) must be itemized and disclosed as part of final reporting.

### Canadian Costs

The expectation is that all budget costs will be spent in Canada, and on Canadians. Up to 25% of the budget may be spent on non-Canadian costs provided that the Applicant can establish the need for the non-Canadian costs. Applicants will prepare the Non- Canadian Costs Declaration for any and all non-Canadian labour services and/or products.

### Verification of Cost Estimates

If requested, the Applicant must provide any agreements required to verify budgeted cost estimates. These agreements must include an itemized cost breakdown of all services to be provided. For significant amounts, extraordinary items, or non-standard fees in the budget, it is strongly recommended that a quotation, comparable market value assessment, and/or rationale be provided to substantiate the cost estimates proposed.

### Equipment and Materials

All equipment and facilities used in the project must be assessed at market value and actual costs budgeted. Budget only for the period used for the development or production of the project (as applicable). If applicable and reasonable, purchase may be amortized using a 24-month straight depreciation method. Costs for equipment and materials may not include corporate mark-up or overhead fees. A rationale should be provided if leasing costs exceed market acquisition costs.

### Audience Development

In 2026, Applicants will submit a preliminary Audience Development plan as part of the Application.

If a Project is approved for Production program funding, an Audience Development Budget will be requested. Bell Fund does not include its Audience Development support as part of the production budget; do not enter costs on "Line 85" DM.

### Interim Financing

Interim project financing may be obtained from a variety of lending sources, either related or unrelated to the Applicant. Interim financing provided by any broadcaster in the financing structure should be treated consistent with financing obtained from a Related Party. If an Applicant is including Interim Financing in the budget, the Bell Fund may require and review a Cash Flow.

Normally, a loan agreement is established between the Applicant and the interim financing source specifying the fees, costs, time frame and the applicable interest rate. The cost of interim financing reported must correspond to the amount of fees, costs and interest billed by the lender plus an estimate of the future cost of interim financing based on the lender's



borrowing rate, through to the date of receipt of final financing. (i.e., tax credits, broadcast licence fees, etc.).

The Bell Fund expects the lender's interim financing interest rate to be aligned with current market rates.

The Applicant may elect to interim finance the project from its own cash resources, other liquid assets, or its line of credit, or those of a Related Party. In such cases, if any financing costs are charged to the project, it must be aligned with current market rates.

### Prizes

The Bell Fund does not allow its funding to form part of any prizes that are part of a Project (e.g. no cash prizes.)

### Market Interest

Any payments to Market Interest partners, including Broadcasters and Online Services are not considered an eligible expense.

## 5. COST REPORTING, REVIEW ENGAGEMENT AND AUDITS

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The guiding principle for auditing final costs and reporting of projects is to ensure that the contribution provided by the Bell Fund is used in an appropriate and reasonable manner, respecting industry standards, to reimburse actual costs incurred for a specific project and that such funds are not used to provide profit for the Applicant or sub-contractors nor used to offset non-project related expenses of the company or any other party.

### **5.1. Cost Reports, Final Certified Activity Cost Statements (FCACS), Review**

Engagements and Audits should reflect accurate costs including any cost in excess of the Budget that may have been paid with additional financing or Applicant's own resources. It is important for Bell Fund's knowledge and assessment of future projects to know what projects actually cost.

- a. Projects with budgets up to \$249,999 require a signed, final Cost Report prepared in the standard industry format, with explanatory notes for substantive variances from the Budget. The notion of substantive variances is a matter of judgment and Bell Fund reserves the right to require that explanatory notes be provided for any elements deemed to be essential.
- b. Projects with budgets between \$250,000 and \$499,999 an FCACS accompanied by an Independent Public Accountant Review Engagement Report.
- c. Projects with budgets equal to or greater than \$500,000 require a signed final cost report and an FCACS accompanied by an Independent Auditor Report.

Notwithstanding the above criteria, the Bell Fund may request that a Review Engagement or Audit be included in its agreement with an Applicant, for any project.

Applicants will be required to provide a separate set of books and records of all project-related expenses and financing within reasonable time of the Bell Fund requesting access to such material.

Applicants may have a separate bank account for the project, but it is not required.

In cases of an audit or review, the Independent Public Accountant selected by the Applicant must:

- Be a member in good standing with a professional organization authorized for this type of work with its provincial institute, and
- Be independent of the Applicant as defined by the provincial institute with whom the auditor is a member
- In addition to carrying out its work in accordance with generally accepted auditing standards, the auditor must be familiar with the industry and its practices.

The Applicant is required to provide to its auditor a copy of all documents related to the project.

Final cost reporting and audit procedures must be undertaken based on the budget and financing structure approved by Bell Fund and in accordance with these policies.

For production projects, in no case will Producer Fees and Corporate Overhead exceed 10% of B+C and any variance from the approved budget amount is subject to Bell Fund approval.

There may be no variance for any other budget allocations that are restricted by Bell Fund guidelines or policies or have been specified as locked budget items in the Financing Agreement between the Applicant and Bell Fund.

Final Cost Reports must reflect actual payments made to employees, freelancers and suppliers. Time sheets and invoices must be made available to the Bell Fund if reasonably requested.

The Audit/Review Engagement deliverables must include a summary of all Related Party Transactions as well as all payments made to the Applicant and/or Related Parties.

Those found not adhering to Bell Fund accounting policies will be required to address any deficiencies found within a specified time frame or this will be considered an Event of Default and subject to the Default Policy (see below).

Bell Fund may request additional information or breakdown of expense accounts in its review of final production costs which the Applicant is obligated to deliver in a timely fashion.

Bell Fund may adjust its final contribution to a project based on results of its review of the Final Cost Report and/or the Audit/Review Engagement.

## 6. COMPLIANCE AUDITS

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Bell Fund reserves the right to conduct its own audit of a Project (Compliance Audit).

Applicants are obligated to provide Bell Fund with all necessary documents and records in a timely fashion if a Compliance Audit is requested.

Compliance Audits will be conducted to ascertain adherence to Bell Fund policies. The expense for a Compliance Audit will be assumed by the Bell Fund.

The purpose of a Compliance Audit is to assess actual costs recorded and review all Related Party transactions. However, Compliance Audits may include any provision of reviewing expenses and financing for production or development.

## 7. OTHER REPORTING

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All Bell Fund Financing Agreements will include a requirement to submit a closing report as part of final deliverables. The Bell Fund may also request occasional subsequent updates on funded Projects and Slates.

## 8. INSURANCE

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All Projects must obtain insurance policies in accordance with the standards of the industry and the following requirements.

Where required, the policy should add the Bell Fund as additional insured with the following:

“Bell Fund, its Officers, Directors, agents, and employees. This policy shall not be cancelled or modified during the period of coverage as stated thereon, in such manner to affect this endorsement or policy unless thirty (30) days prior written notice has been given to Bell Fund.”

All the policies outlined must provide for a thirty (30) day notice of cancellation or material change in coverage to the Bell Fund and provide for standard coverage, policy terms and limits obtained for comparable productions.

### 8.1. Insurance for Development Programs

- Industry Standard Commercial General Liability Insurance: Required
- Industry Standard Entertainment Package: Applicable if the development activities include production of a demo or similar.

### 8.2. Insurance for Production Programs

- Industry Standard Commercial General Liability: Required
- Industry Standard Entertainment Package (as applicable to the Project): Required
- Industry Standard Errors and Omissions Insurance: Required.

The policy must be in effect as of the date of the first broadcast/public availability or the date of any earlier exploitation of the project. Notwithstanding the foregoing, in the event that any other financier or broadcaster requires the Errors and Omissions policy to be in

effect prior to the date of first broadcast or other exploitation, the Bell Fund must be named as an additional insured on the policy upon commencement of coverage.

## 9. PRODUCER FEES AND CORPORATE OVERHEAD

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This policy provides Applicants with clear guidance on the amount of producer fees and corporate overhead costs that may reasonably be included within their project budget.

The percentages and dollar amounts, set out below, for producer fees and corporate overhead represent a maximum eligible amount and are referred to as the “Cap”. In the case of an audiovisual treaty coproduction or eligible coventure, the Cap is calculated on the Canadian portion of sections B+C and is applicable only to the Canadian producer fees and corporate overhead.

In all cases, where it appears this policy is being used inappropriately to place fees outside the Cap, the Bell Fund may require that the fees be considered within the cap.

Producer Fees and Corporate Overhead are ineligible costs in Audience Development and cannot be included in an Audience Development Budget or Cost Reporting.

Producer Fees and Corporate Overhead will be subject to the Slate Development Guidelines for development projects.

### 9.1. Fees to be Included in the Cap

The following rules apply to all persons with an Ownership Interest (as defined below) in a project even if they are not receiving a producer credit.

All producer’s fees (i.e., executive producer, producer, coproducer, associate producer), other production management fees (e.g., production manager, postproduction supervisor, project leader, project manager) and fees paid for roles that are not clearly outside the responsibilities of a producer (e.g., consultant fees) paid to persons with an Ownership Interest in the Applicant Company must be included in the Cap.

## **9.2. Fees Allowed Outside the Cap**

Fees paid to producers and other production managers who do not have an Ownership Interest in the production (including staff producers) may be outside the Cap provided that the spirit and intent of this policy is respected. All other fees paid to production personnel who do not have an Ownership Interest in the production, may be outside the Cap.

Persons with an Ownership Interest may receive payment outside the Cap for roles beyond the definition of a producer (e.g., writer, showrunner, director, actor), provided that any fees in excess of industry standards will be placed within the Cap.

Any amounts exceeding these limits will be included in the Cap.

## **9.3. Placement of Fees in the Production Budget**

Fees paid to a person with an Ownership Interest for producer roles (i.e., executive producer, producer, coproducer, associate producer) or production management roles (e.g., production manager, postproduction supervisor) must be placed in section A of the production budget for purposes of calculating the Cap (they are also included in the Cap). Producer or production management fees that are outside the Cap may be placed in sections B or C of the production budget.

## **9.4. Corporate Overhead Costs**

Corporate Overhead is an allocation for corporate overhead expenses (e.g., rental of corporate office space, maintenance and repair expenses, office equipment, supplies, administrative staff salaries, industry association fees that are not specifically related to the production) must not, however, exceed the Cap. Applicants must justify any administrative expenses charged to other budget items of the production in addition to the Corporate Overhead and such additional administrative expenses are subject to Bell Fund prior written approval. Administrative expenses specific to the Project are typically allowed outside of Corporate Overhead (e.g., rental of temporary production office space, salaries paid to Applicant staff for time spent working on the project, CAVCO user fees, (provided tax credits are included in the production financing)).

## 10. CONTINGENCY

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While there is no minimum or maximum contingency required, the budget should reflect the inherent risk in the project and where possible include contingency (the typical range is 3% - 7%). Contingency that is not spent at final costs will be considered an underage.

## 11. DEFAULT

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### 11.1. Company in Default

An Applicant that has committed an Event of Default under a Financing Agreement entered into with the Bell Fund will be considered to be in Default with the Bell Fund. An Applicant that is in Default under a Financing Agreement for one (1) project is automatically deemed to be in Default with respect to all of the Applicant's other projects receiving Bell Fund funding. Further, the Bell Fund may deem all related parties to be in Default vis-à-vis the Bell Fund.

### 11.2. Events of Default

Financing Agreements include a section entitled "Events of Default". The following is a summary of common Events of Default that arise:

- The Applicant's project fails to meet the Bell Fund Guideline eligibility requirements;
- The Applicant fails to report on or repay a Development Advance that is repayable;
- The Applicant fails to complete and/or deliver the Project, or fails to make the Project available to the Canadian public;
- The Applicant fails to deliver all required reports and documentation to the Bell Fund, or fulfill the requirements by the deadline or expiry date set out in the Financing Agreement;
- Following a Bell Fund request for information or documentation that is directly within the Applicant's control to provide to the Bell Fund, the Applicant fails to fulfill such request within thirty (30) days;
- Fraud and/or misrepresentation by the Applicant or a Related Party;
- Insolvency or bankruptcy of the Applicant or a Related Party;

- The Applicant ceases to carry on business; and/or
- Any action is taken to remove control of the Project from the Applicant or to seize any elements of the Project (subject to the rights of a bona fide completion guarantor).

### **11.3.Bell Fund Default Rights**

If the Bell Fund determines that an Event of Default has occurred under a Financing Agreement, the Bell Fund may do any or all of the following (without limiting or precluding any other rights and remedies that the Bell Fund may have at law or in equity):

- Reduce the contribution amount and require the Applicant to immediately repay any portion of the reduced amount previously advanced to the Applicant, plus interest;
- Withhold any payment due to the Applicant or to any Related Party under any Financing Agreement;
- Refuse to accept any future application or enter into a new Financing Agreement for funding from the Applicant or a Related Party; and/or
- Terminate the Financing Agreement by giving the Applicant ten (10) business days written notice, and if the Event of Default is not cured within the ten (10) business day period, require the Applicant to immediately repay all amounts received by the Applicant under the Financing Agreement, plus interest.

### **11.4.Interest**

The Bell Fund charges interest on all repayment amounts at the rate of prime (as set by the Bank of Canada) plus 1% per annum. Please refer to the Financing Agreement for more details.