

# Competition Terms

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## OPEN COMPETITION TERMS FOR BLACK FOUNDERS PROGRAMME 3.0

September 2025

These Competition Terms consist of two parts: (1) Key Details, and (2) the Legal Terms, each as set out below.

### Part 1 - Key Details

<b>Programme Description:</b>	<p>Digital Catapult's Black Founders Programme in partnership with Sony Music UK and Sony Music Publishing UK, in collaboration with Channel 4.</p> <p>The Black Founders Programme is a 14-week accelerator targeted at high-growth potential pre-seed or seed stage companies creating innovative products and services in the creative industries.</p>
<b>Co-Branded Programme:</b>	Not applicable.
<b>Positive Action Justification:</b>	<p>Positive Action is being taken as part of the approach for this Programme. Digital Catapult is taking specific, proportionate action to achieve a more comprehensive and more effective equality outcome for individuals sharing a particular protected characteristic who are socially or economically disadvantaged or excluded, or who otherwise face the consequences of past or present discrimination or disadvantage. We are taking action based on "participation in an activity by persons who share a protected characteristic is disproportionately low".</p> <p>Digital Catapult's Black Founders Programme was created to address the imbalance in investment and funding opportunities for Black-founded and Black-led deep tech startups. Our own research clearly demonstrated the disproportionately low levels of venture capital investment received by Black founders (only 0.2% of all funding, shared between 38 businesses, despite representing 3.5% of the UK population). Furthermore, the share of VC investment for Black founders has decreased in the last year, highlighting the need for continued interventions to increase access to capital. Our programme is taking action to provide an equitable environment for Black founders to access financial resources that they have been historically excluded from by delivering an accelerator programme focused on providing masterclasses and workshops that support Black founders to increase their investment readiness, mentoring from experts that they might not have access to otherwise, and peer networking opportunities to help build a support network for their business' growth journey. As an independent deep tech organisation, Digital Catapult is expertly placed to intervene and take action to address these imbalances, using our industry knowledge, technology expertise and ecosystem reach and participants on previous iterations of the Black Founders Programme have been successful in building confidence and ready to fundraise.</p>
<b>Applicant Groups:</b>	Not Applicable – one tier.
<b>Programme Objectives:</b>	<ul style="list-style-type: none"><li>• Increasing the investment readiness of startups</li><li>• Support startups in the creative industry optimise internal systems to clear a path for commercial activity</li></ul>

	<ul style="list-style-type: none"><li>Curating and strengthening a startup ecosystem of advocates for Black Founders</li></ul>		
Programme Judges:	Internal Judge(s):	A number of judges from Digital Catapult.	
	Sponsor Judge(s):	A number of judges from the Sponsor(s).	
Programme Collaboration Partner(s):	Not Applicable.		
Programme Funder(s):	Not Applicable.		
Sponsor(s):	#	Organisation	Programme Role
	1	Sony Music Entertainment UK Limited 2 Canal Reach, London, N1C 4DB Company number 1471066	Programme sponsor.
	2	Sony Music Publishing Limited 2 Canal Reach, London, N1C 4DB Company number 04965804	Programme sponsor.
	3	Channel Four Television Corporation 124-126 Horseferry Road, London SW1P 2TX Company number 01533774	Programme sponsor.
Challenge Owner(s):	Not applicable.		
Programme Industry Partner(s):	Not applicable.		
Programme Technology Partner(s):	Not applicable.		
Programme Investment Partner(s):	Not applicable.		
Consortium Applications:	An application from a Consortium is <b>not</b> permitted under this competition.		
Programme Benefits:	<ul style="list-style-type: none"><li>Diagnostic Sessions - 1:1 sessions with experts and mentors to determine your current business and investment needs.</li></ul>		

	<ul style="list-style-type: none"> <li>• Investment guidance - Business and investment support, based on the findings of your diagnostic sessions, including sessions with experienced investors.</li> <li>• Potential for funding opportunities - Successful completion of the Project can open the door to potential funding opportunities as part of our alumni community.</li> <li>• Peer Support - Build relationships, share insights, and collaborate on projects with other non-competing entrepreneurs through group coaching sessions and networking events.</li> <li>• Masterclasses &amp; mentoring from creative industry experts - Learn from Sony Music UK, Sony Music Publishing UK, Channel 4 and other creative industry experts to build your network. Develop and improve business planning, commercial strategy, pricing and positioning, operational processes and investment readiness.</li> <li>• Access to state-of-the-art facilities &amp; deep tech expertise - Visit one or more of our facilities including our immersive labs, SONIC labs and more. Learn how our facilities can support your business upon completion of the programme.</li> <li>• A programme final event during which the participants will present and network with an invited audience of investors, partners and industry representatives.</li> <li>• Upon successful completion of the Project, the opportunity to join the Digital Catapult Alumni Network, which keeps them informed of opportunities and relevant updates from the Digital Catapult, and which provides additional opportunities to engage with Digital Catapult and other Alumni.</li> </ul>
<b>Digital Catapult's Collaborative Benefits:</b>	Not Applicable.
<b>Key Obligations:</b>	<ul style="list-style-type: none"> <li>• Attend the kick-off event hosted by Digital Catapult, Sony Music UK, Sony Music Publishing UK and Channel 4.</li> <li>• Attend 75% of the workshops, masterclasses, progress check-in meetings/calls, and/or webinars hosted by Digital Catapult, Sony Music UK, Sony Music Publishing UK and Channel 4 from November 2025 to March 2026.</li> <li>• Attend and provide relevant information for the Business and Investment Health Scans (diagnostic sessions).</li> <li>• Attend and present project outcomes at the final event in March 2026.</li> <li>• Participants shall complete the Digital Catapult's EDI Survey (please note each question will have a "prefer not to say" option).</li> <li>• Participant agrees to be visibly (name and logo) associated with the Programme, whilst on the Programme, and afterwards as a former participant and beneficiary. This includes marketing collateral, such as website, print and digital materials.</li> <li>• For a maximum period of five years following the Project end date, Participant shall use its reasonable endeavours to answer specific questions from Digital Catapult relating to its growth and progress to assist Catapult demonstrate the impact of its activities. This shall include: (i) participation in an annual telephone conversation of one hour, and (ii) participation in a two early survey issued by Digital Catapult.</li> </ul>
<b>Minimum Requirements:</b>	<ul style="list-style-type: none"> <li>• Applicants must have at least one founder that self-identifies as Black or multiracial with Black heritage.</li> </ul>

	<ul style="list-style-type: none"> <li>Applicants should have a long-term ambition to fundraise. Applicants may have already raised funding from friends and family, bootstrapped [used their own funds] or raised grant funding.</li> <li>Applicants must currently be working within the Creative space (for example, music, arts, gaming and advertising).</li> <li>Applicants must be a UK based registered company, or prove they are a company that has an establishment in the UK and undertake all activity in the UK.</li> <li>Applicants must develop solutions enabled by at least one of the technologies from the Advanced Digital Technology Stack: Artificial Intelligence, Immersive, Internet of Things, Distributed Ledger Technologies, 5G/Future Networks and Quantum.</li> <li>Applicants must be eligible to receive such amount of State Assistance as determined and informed by Digital Catapult (De Minimis Aid)</li> </ul>																				
<b>Desirable Criteria:</b>	As per Minimum Requirements above.																				
<b>Key Dates:</b>	<table border="1"> <thead> <tr> <th>Description</th><th>Date</th></tr> </thead> <tbody> <tr> <td>Competition Opens</td><td>4 September 2025</td></tr> <tr> <td>Application Deadline</td><td>5 October 2025 (23:59hrs)</td></tr> <tr> <td>Q&amp;A Sessions</td><td>11, 12, 18, 19, 25, 26 September, 2, 3 October 2025</td></tr> <tr> <td>Notification of shortlisted projects and Invitation to interview</td><td>17 October 2025*</td></tr> <tr> <td>Interviews</td><td>w/c 20 October 2025*</td></tr> <tr> <td>Intended confidential notification of all Applicants</td><td>27 October 2025*</td></tr> <tr> <td>Contracting</td><td>w/c 27 October 2025</td></tr> <tr> <td>Programme Start Date</td><td>10 November 2025</td></tr> <tr> <td>Programme End Date</td><td>6 March 2026</td></tr> </tbody> </table> <p>*dates subject to change</p>	Description	Date	Competition Opens	4 September 2025	Application Deadline	5 October 2025 (23:59hrs)	Q&A Sessions	11, 12, 18, 19, 25, 26 September, 2, 3 October 2025	Notification of shortlisted projects and Invitation to interview	17 October 2025*	Interviews	w/c 20 October 2025*	Intended confidential notification of all Applicants	27 October 2025*	Contracting	w/c 27 October 2025	Programme Start Date	10 November 2025	Programme End Date	6 March 2026
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<b>Programme Branding &amp; Publicity Requirements:</b>	Not Applicable.																				
<b>Recipient Judges:</b>	<b>The Programme Judges</b> will see your full application, except for your any personal information fields.																				

<b>Recipient Programme Partners:</b>	<b>Programme Partners</b> will receive all application information less any personal data.
<b>Number of Applications:</b>	One.
<b>Variants:</b>	Not applicable.
<b>Submission Method:</b>	Skipso will be used for the submission of applications. The email address <a href="mailto:kirstie.downham@digicatapult.org.uk">kirstie.downham@digicatapult.org.uk</a> should be used by applicants if a confirmation email is not received within 24 hours of application submission.
<b>Programme Contact Address:</b>	Not applicable.
<b>Selection Process:</b>	<p><b>Stage 1 – Initial Review</b></p> <p>All qualifying applications will be reviewed by Digital Catapult Judges and Programme Sponsor Judges. A shortlist will be created using selection criteria. The highest-ranking applications for each challenge will progress to Stage 2.</p> <p><b>Stage 2 – Interview</b></p> <p>Successful applicants at Stage 1 will be invited to an interview to discuss their proposal with the Programme Judges to ask further questions. The interviews will take place w/c 20<sup>th</sup> October 2025. All interviews will take place virtually. Applicants will be assessed at the interview on the criteria in section.</p> <p>The final score will be made up of the Stage 2 score only. Generally, the highest ranked Applicants will be accepted onto the Programme, but Digital Catapult reserves the right to select the cohort on a portfolio basis to ensure the Programme as a whole is able to deliver consistent support and activities that provide value to all Participants and optimise the impact of the Programme.</p>
<b>Scoring Criteria:</b>	<p><b>Problem &amp; Solution [25%]</b></p> <p>The applicant should demonstrate that their company is addressing a clear problem, as well as applying advanced technologies to tackle the challenges in the selected focus areas.</p> <p><b>Growth Potential [25%]</b></p> <p>The company should be capable of identifying the key challenges they are facing in the market. They should be able to identify a clear use for potential future investment.</p> <p><b>Business Strategy [25%]</b></p> <p>The company should be able to articulate its revenue model, who its customers are and objectives for the future.</p> <p><b>Ability to Execute [25%]</b></p> <p>The company and its employees should have the necessary experience and skill to consistently develop, deliver and commercialise their solution.</p> <p>Participants will be selected on a portfolio basis to ensure the Programme is able to deliver consistent support and activities that provide value to all Participants.</p>

	<p>The scoring criteria will be assessed based on statements in the areas below. Each criterion will be scored on a range from 0 to 5. 0 being an “Unacceptable or No submission” score for each criterion and 5 being an “Excellent” score for each criterion. This scoring will be applied to all applications and will be equally weighted.</p> <p>The four criteria will have equal weighting.</p>
<b>State Assisted Programme:</b>	Applicable.
<b>State Assistance Amount:</b>	£20,000
<b>Programme Collaboration Partner’s Privacy Policy:</b>	Not Applicable
<b>Data Controller:</b>	Not Applicable

## **Part 2 - Legal Terms**

### **1. DIGITAL CATAPULT**

- 1.1. Digital Catapult is a deep tech innovation organisation. We help businesses grow by applying deep tech. We partner with government, industry and academia to find solutions that benefit the UK. We show what is possible, positive and productive with advanced technology.

### **2. PROGRAMME OVERVIEW**

#### **2.1. Programme Description**

- 2.1.1. The Programme is as described as the Programme Description.
- 2.1.2. The case for positive action (if applicable) is as defined in the Positive Action Justification.
- 2.1.3. The Applicant Groups (if applicable) summarise the different groupings (types) or tiers (receivable benefits) of Applicants in this Competition.
- 2.1.4. The Programme is jointly undertaken in accordance with the Co-Branded Programme (if any).

#### **2.2. Programme Objectives**

- 2.2.1. The Programme objectives are as described in the Programme Objectives.

#### **2.3. Programme Judges**

- 2.3.1. The Programme judges may be comprised of those as listed as Programme Judges.
- 2.3.2. During the application stage, the judges will be responsible for scoring the applications according to the process and criteria set out in these Competition Terms.

#### **2.4. Programme Partners**

- 2.4.1. The organisation(s) listed as Programme Partners (if any) are partnering with Digital Catapult to deliver the Programme.

### 3. **DEFINITIONS & INTERPRETATION**

3.1. The following definitions have the given meanings in these Competition Terms:

<b>Applicant:</b>	A company that applies to this Competition.
<b>Applicant Group:</b>	Where there are Applicant Groups, a single grouping of those Applicants as defined.
<b>Participant:</b>	A company that is successful with its application and completes all pre-Programme activities (e.g. signing the Programme Agreement).
<b>Competition:</b>	The opportunity made available by Digital Catapult to Applicants, as governed by the Competition Terms.
<b>Competition Terms:</b>	This document, as may be updated by Digital Catapult from time to time in its absolute discretion.
<b>Programme:</b>	The programme as described in the Programme Description (see paragraph 2.1).
<b>Consortium:</b>	A number of named companies working together for the purposes of applying to the Programme and, if successful, working on the Programme.
<b>Consortium Members:</b>	Each organisation named as a member of a Consortium within an application.
<b>Lead Applicant:</b>	The company submitting the application for and on behalf of the Consortium Members.
<b>Key Contact:</b>	Applicant's main contact for the competition and Participant's main contact for the Programme.
<b>Privacy Policies</b>	means Digital Catapult's privacy policy: <a href="https://www.digicatapult.org.uk/legal/privacy-policy/">https://www.digicatapult.org.uk/legal/privacy-policy/</a> and Programme Collaboration Partner's Privacy Policy (if applicable).
<b>Programme Partners:</b>	means Programme Collaboration Partners; Programme Funders; Sponsors; Challenge Owners; Programme Industry Partners; Programme Technology Partners; and Programme Investment Partners.
<b>Key Details:</b>	The first part of the Competition Terms titled "Part 1 - Key Details".

3.2. The following interpretations shall apply to these Competition Terms:

3.2.1. Clause headings shall not affect the interpretation of this Agreement

3.2.2. A reference to a company shall include any company, corporation, or other body corporate, wherever and however, incorporated or established (unless otherwise stated) and specifically excludes all natural persons and unincorporated bodies.

3.2.3. Where a company makes an application on behalf of a Consortium, each member of that Consortium shall be considered an Applicant.

3.2.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular

3.2.5. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.

#### **4. CONSORTIA**

- 4.1. An application from a Consortium is permitted, or prohibited, as detailed in Consortium Applications.
- 4.2. If applications from consortia are permitted, in making the application, the Lead Applicant is responsible for obtaining all necessary permissions and approvals to submit the application for and on behalf of each of the other Consortium Members, and the Lead Applicant warrants that it has all such permissions, consents and approvals to submit the application pursuant to these Competition Terms.

#### **5. PROGRAMME BENEFITS**

- 5.1. Participants on the Programme will receive the Programme Benefits. Where there are Applicant Groups, then the Programme Benefits will indicate which benefits apply to each Applicant Group.
- 5.2. Participants will generally own the intellectual property that they create on the Programme, subject to the extent (if any) explicitly stated in (i) Key Obligations and (ii) Digital Catapult's Collaborative Benefits.
- 5.3. Upon successful completion of the Programme, Participants may join the Digital Catapult Alumni Network, which keeps them informed of opportunities and relevant updates from Digital Catapult, and which provides additional opportunities to engage with Digital Catapult and other alumni.
- 5.4. If Digital Catapult is collaborating with the Participant, Digital Catapult anticipates that it will gain Digital Catapult's Collaborative Benefits as its benefit from undertaking the collaborative activity.

#### **6. PROGRAMME OBLIGATIONS**

6.1. Participants must be willing to commit to the Key Obligations.

6.2. Participants must also, and hereby confirm that they:-

##### **6.2.1. EDI**

- 6.2.1.1. shall complete the Digital Catapult's EDI Survey (please note each question will have a “prefer not to say” option).

##### **6.2.2. Branding & Publicity**

- 6.2.2.1. agree to be visibly (name and logo) associated with the Programme, whilst on the Programme, and afterwards as a former participant and beneficiary. This includes in marketing collateral, such as website, print, socials and digital materials, and grant impact reports, and grant administration.
- 6.2.2.2. have obtained from and grant permission for their representatives to be visually and orally recorded whilst on the Programme, including in photographs and videos, whilst at Digital Catapult Programme events, including pitch days and showcases, to promote or reference the Programme, or the Participant's involvement therein.
- 6.2.2.3. agree to any additional Programme Branding & Publicity Requirements.



### 6.2.3. Impact Reporting

- 6.2.3.1. during the Programme, and for a period of five years following the Programme, shall use its reasonable endeavours to answer specific questions from Digital Catapult (and its representatives) relating to its growth and progress to assist Catapult demonstrate the impact of its activities. This shall include: (i) an initial onboarding form at the commencement of the Programme, (ii) an onboarding form at the end of the Programme, and (iii) monitoring forms six (6) and twelve (12) months' after the Programme ends.

## 7. APPLICANTS

### 7.1. Minimum Requirements

- 7.1.1. Applicants must, and hereby confirm that they, meet the Minimum Requirements. Digital Catapult may refuse entry to the Programme, or terminate participation in the Programme, if it determines that the Minimum Requirements are not met by the Applicant (or Participant).

### 7.2. Desirable Criteria

- 7.2.1. Digital Catapult is ideally seeking Applications from companies that meet the Desirable Criteria.

## 8. KEY DATES

- 8.1. The Key Dates set out the key dates for the competition.

## 9. THE APPLICATION

### 9.1. Submission

- 9.1.1. All applications must be submitted via the Submission Method by Application Deadline. Unless and to the extent stated in the Application Deadline, the deadline will be deemed to be 23:59 hours in the prevailing civil time zone in the United Kingdom.
- 9.1.2. Once your completed application has been received, Digital Catapult will send you a confirmation receipt by email. If you do not get a receipt within twenty four (24) hours of the next working day, please email us at Programme Contact Address.
- 9.1.3. Applications are limited to Number of Applications for the Competition. If variants are permitted, it will be detailed in Variants. Submitting more applications or variants than permitted can lead to disqualification at Digital Catapult's absolute discretion.

### 9.2. Contents

- 9.2.1. Applicants must answer all required questions in the full online application form. Failure to answer all questions may result in the application being rejected (at Digital Catapult's absolute discretion).

### 9.3. Recipients

- 9.3.1. The following will see your application:

- 9.3.1.1. **Digital Catapult:** Relevant representatives from Digital Catapult will see your application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme.
- 9.3.1.2. **Programme Collaboration Funder(s):** Relevant representatives from each of the Programme Collaboration Funder(s) will see your full application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme. This includes enabling it to undertake programme evaluation and its (other) statutory duties.

9.3.1.3. **Programme Funder(s):** Relevant representatives from each of the Programme Funders will see your full application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme. This includes enabling it to undertake programme evaluation and its (other) statutory duties.

9.3.1.4. **Programme Judges:** see Recipient Judges. Note: Even if personal information fields from the application are not disclosed, if there is a presentation stage as part of the application process, names of companies and presenters will be disclosed to Programme Judges (if applicable).

9.3.2. Participants will also have their application shared with the Recipient Programme Partners in order to provide bespoke support during the Programme.

#### 9.4. Key contact

9.4.1. Applicant will appoint a Key Contact. This person will be Digital Catapult's main point of contact for the competition and, if successful, Applicant's Programme activities, including: workshop and event commitments, team members' availability, ongoing activities, and assessment of progress during and after the Programme.

9.4.2. Digital Catapult will use this personal information for the purpose of carrying out due diligence on Applicants prior to the point of selection onto the Programme and to notify successful and unsuccessful Applicants over their submissions. The personal data we collect may be shared with and processed by the Recipients (see paragraph 9.3), including: (i) Programme Collaboration Partner(s) and Programme Funder(s) for grant administration purposes, programme evaluation, and to perform its statutory duties (ii) Recipient Judges for the purpose of assessing the Applications; and (iii) Recipient Programme Partners and other third party service providers for the provision of benefits to the Participants as part of the Programme, as set out in these Competition Terms.

#### 9.5. Digital Catapult's Equality, Diversity and Inclusion Survey

9.5.1. In addition to your application, you will be required to complete Digital Catapult's Equality, Diversity and Inclusion Survey ('Survey'). Whilst the completion of this Survey is mandatory, please note that your responses to this Survey will be kept separately from your application and will have no effect whatsoever on your application to the Programme, except in the event it is a Positive Action programme (see paragraph 9.69.6, Positive Action), when you must complete the survey to the extent needed to qualify for the minimum criteria under the Minimum Requirements (see paragraph 7.17.1, Minimum Requirements), assessed at the qualification stage (see paragraph 10.1).

9.5.2. Digital Catapult (as the Data Controller) will collect and process your personal data, including the following special category data to help Digital Catapult improve its services in respect of equality, diversity and inclusion:

- 9.5.2.1. Racial and/or ethnic origin;
- 9.5.2.2. Sexual orientation;
- 9.5.2.3. Health (including disability); and
- 9.5.2.4. Religious and/or philosophical beliefs.

9.5.3. The data collected and processed may be shared with relevant third parties and/or published but only in an aggregated form, which means you (and your representatives) will not be personally identifiable.

9.5.4. Your personal data will be kept for 15 months from the time you respond to the Survey.

9.5.5. Please note you are responsible for the accuracy of the data you share with Digital Catapult and you agree to inform us if your data needs to be updated.

9.5.6. For more information on Digital Catapult's collection, use and protection of your personal data and your rights in regards to your personal data, please see Digital Catapult's privacy

policy, as listed in Privacy Policies. If you have specific queries on our use of your Survey data, please contact us at [edisurvey@digicatapult.org.uk](mailto:edisurvey@digicatapult.org.uk).

## 9.6. Positive Action

9.6.1. The Equality Act prohibits various forms of discrimination on the grounds of certain protected characteristics in the marketing and provision of goods, services and facilities. However, the Equality Act contains provisions which enable service providers to voluntarily take proportionate action to achieve more comprehensive and more effective equality outcomes for individuals sharing a particular protected characteristic who are socially or economically disadvantaged or excluded, or who otherwise face the consequences of past or present discrimination or disadvantage. This is called Positive Action. Positive Action may result in less favourable treatment of those who do not share the protected characteristic(s) of the disadvantaged group. Where Digital Catapult has provided a Positive Action Justification, it has assessed the Programme for compliance and has satisfied itself that the action is both reasonable and proportionate and will reflect on the Programme outcomes to inform its future activities.

## 10. SELECTION

### 10.1. Qualification

10.1.1. The Catapult will undertake an initial assessment of the Applicants against the Minimum Requirements, and may remove any that do not meet that minimum expectation.

### 10.2. Selection process

10.2.1. All qualifying applications will be reviewed in accordance with the Selection Process.

### 10.3. Application Scoring criteria and weighting

10.3.1. The scoring criteria and weightings for each part of the Selection Process is as set out in the Scoring Criteria. However, Participants will be selected on a portfolio basis to ensure the Programme is able to deliver consistent support and activities that provide value to all Participants whilst endeavouring to maximise the impact of the Programme.

### 10.4. Due diligence

10.4.1. We will carry out due diligence on applicants prior to the point of selection onto the Programme. Applicants must be willing to submit further information or documentation upon request to qualify as 'successful'.

### 10.5. Successful applicants

10.5.1. Successful applicants will be notified and provided with a standard agreement for review and execution ("**Programme Agreement**").

10.5.2. The Programme Agreement is a standard agreement and is not negotiable. We do try and ensure these contracts are fair and reasonable.

10.5.3. In some cases, additional conditions may be added to address concerns raised in due diligence or otherwise.

10.5.4. In order to be accepted onto the Programme, successful applicants must sign the Programme Agreement.

## 11. STATE ASSISTANCE

11.1. Where State Assistance is applicable, as detailed in State Assisted Programme, Participants shall receive the grant as Minimal Financial Assistance ("MFA"), or to the extent applicable under the Northern Ireland Protocol, as amended by the Windsor Framework, the de minimis aid regulations (COMMISSION REGULATION (EU) No 2023/2831), collectively referred to herein as "State Assistance".

- 11.2. The total State Assistance received or due to be received by an individual Participant (including any associated companies e.g. subsidiaries), originating from a United Kingdom source, must not exceed £315,000, or €300,000 (approximately £250,000) for Northern Ireland Companies (or any other company subject to the Northern Ireland Protocol), each in aggregate across the Participant's current fiscal year (as at the Agreement Date) and the previous two fiscal years.
- 11.3. This Programme has been assessed as providing the State Assistance Amount.
- 11.4. Before signing the Programme Agreement, Applicants will therefore be asked to sign a declaration confirming that you are eligible to receive the State Assistance.

## **12. OTHER GENERAL COMPETITION TERMS**

### **12.1. Benefits**

- 12.1.1. All the benefits provided under the Programme by third-party organisations ("Suppliers") are subject to the Supplier's terms and conditions stated in the Programme Agreement.
- 12.1.2. Any optional benefits provided by third party organisations whose terms and conditions are not contained in the Programme Agreement will be agreed between the Participant and the Supplier directly.
- 12.1.3. Digital Catapult reserves the right to amend the list of benefits at any time and at its sole discretion.

### **12.2. Accessibility**

- 12.2.1. We aim to make all of our programmes accessible. We welcome feedback as to how we may be able to improve the accessibility of our programmes in the future. If you have any feedback with regards to accessibility, please send your feedback by email to: [edisurvey@digicatapult.org.uk](mailto:edisurvey@digicatapult.org.uk). Your feedback may be used by us in our programmes and activities.

### **12.3. Key Dates**

- 12.3.1. Digital Catapult reserves the right to change the Key Dates at its sole discretion. No extension to deadlines will usually be granted, with very limited exceptions where the Applicant requests an extension due to reasonable extenuating circumstances, beyond the Applicant's control and unforeseen to them, subject to the Applicant providing evidence that proves the extenuating circumstance; and the Applicant informing Digital Catapult as soon as reasonably practicable following the extenuating circumstance becoming apparent. Digital Catapult reserves the right to consider the factors and decide whether such circumstances are extenuating and whether granting an extension is fair to other applicants. No extension granted will usually be for greater than two working days.

### **12.4. Applications**

- 12.4.1. All information and documents requested must be submitted. Failure to submit all requested information and documents may result in the application being rejected. Catapult will not use outside information in respect of your application unless otherwise indicated, other than to undertake due diligence. Digital Catapult reserves the right to not work with people or an organisation which it believes could impact its reputation.
- 12.4.2. Digital Catapult reserves the right to accept any application which does not fulfil the minimum requirements.

### **12.5. Previous Applications**

- 12.5.1. Catapult reserves the right to either (i) reassess an application from a previous competition (together with information gained from an update meeting), or (ii) accept as a successful applicant a company that was previously successful in a previous competition, but whose participation was deferred to a later Programme.

## 12.6. **Personal Data**

12.6.1. Digital Catapult and each of the other Data Controllers (each, a party) are partnering on this programme, and each is individually (not jointly) a Controller for the purposes of the Data Protection Act 2018 and the UK GDPR. Each party is individually responsible to you for how that party respectively stores, uses and processes your personal data in accordance with that its own privacy policy. Each party is not responsible to you for the other party's storage, use or processing of your data. Actions taken by one party (e.g. deleting personal data) will be independent of the other party. If you need to make a data request, please make such request directly to the relevant party.

12.6.2. In submitting the Application, the Applicant confirms that it has made the Key Contact and any other person whose personal data has been submitted, aware of, and has the lawful grounds to enable each Controller (including its processors) to, process the personal information of the Key Contact (and any other person named in the Application and open call process) as set out in these Competition Terms and in accordance with the relevant Privacy Policies.

## 12.7. **Programme Agreement**

12.7.1. Digital Catapult reserves the right to make amendments to the Programme Agreement it issues up until the point of execution by both parties.

## 12.8. **Participant Programmes**

12.8.1. Digital Catapult reserves the right to offer Participants access to its Participant Programmes, such as its Platinum Awards and investment programme.

## 12.9. **Data Retention**

12.9.1. Digital Catapult will store your application and the scoring it has received for the entire duration of the Programme, or up to two (2) years, whichever the greater. If you are a successful Applicant, we shall also store your Application for a period of up to seven (7) years following the end of the Programme. For administration purposes, contracts may be stored for up to seven (7) years, contracts providing State Assistance for up to eleven (11) years, and deeds for up to thirteen (13) years from the end of the Programme.

## 12.10. **Confidentiality**

12.10.1. The information provided in your Application will be kept confidential and only used and disclosed as reasonably necessary for the purpose of assessing Applications, and, if admitted onto the Programme, for working with you in the Programme. This may include with our Recipient Programme Partners as indicated above.

12.10.2. For practical reasons, NDAs will not be signed by Digital Catapult or the Recipient Programme Partners as part of this Programme Competition. The activities we provide can only be achieved through trust of the tech community. It is therefore not in our interest to release your sensitive information. Confidentiality provisions are included in the Programme Agreement.

12.10.3. The scoring of your Application will be treated as sensitive information.

12.10.4. As your Application will be transmitted over the Internet, ultimately Digital Catapult cannot guarantee its security.

## 12.11. **Intellectual Property**

12.11.1. We respect the intellectual property of others and we ask our Applicants to do the same.

12.11.2. In submitting the Application, you promise that you have and continue to have all necessary rights, licenses, permissions and consent to provide the content in your application to us, and for Catapult to use the Application as we have set out.

12.11.3. We will not remove from Applications any proprietary labels or copyright assertions

## 12.12. **Disclaimers, Exclusions & Limitations**

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12.12.1. We accept no liability for any consequences, whether direct or indirect, that may arise from your participation in the Programme Competition, your reliance on any statements we may have made about your application, the Programme, or its suspension or withdrawal.

12.12.2. In any case, to the extent permitted under law, Digital Catapult's liability shall be limited to one hundred (£100) pounds.

**12.13. Entire Agreement**

12.13.1. These Competition Terms constitute the entire agreement between Digital Catapult and the Applicant and extinguish all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to the subject matter of these Competition Terms.

**12.14. Jurisdiction**

The Programme Competition is governed by English law and the Applicant agrees that any dispute shall be exclusively resolved in the English courts.