

Competition Terms

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Confidential



COMPETITION TERMS

CREATECH FRONTIERS GROWTH LAB


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

Part 1 - Key Details

Programme Description:	<p>CreaTech Frontiers is a 5-year, £7.2 million project funded by the Arts and Humanities Research Council (AHRC), a part of UK Research and Innovation (UKRI) aiming to establish a thriving CreaTech ecosystem across the West Midlands by developing skills and talent, funding collaborative R&D, and supporting business innovation.</p> <p>See https://createchfrontiers.com/ for more information.</p>		
Co-Branded Programme:	<p>This Programme is being led by Birmingham City University, together with a consortium of five other partners: Coventry University, the Royal Shakespeare Company, the University of Birmingham, the University of Warwick, and Digital Catapult.</p>		
Positive Action Justification:	<p>Not applicable.</p>		
Applicant Groups:	<p>Not applicable.</p>		
Programme Objectives:	<p>This Programme offers a 10 week business growth accelerator aimed to provide tailored support to creative technology companies in the West Midlands to achieve their commercial goals.</p> <p>This Programme is designed to provide early-stage companies, who are at or above a Technology Readiness Level (TRL) of 3 and Commercial Readiness Level (CRL) of 3-6. It focuses on early-stage development where a business has successfully delivered a Proof of Concept (PoC) and who would now benefit from bespoke support to achieve their own specific growth goals.</p> <p>On offer is £15,000 worth of bespoke support for commercialisation and growth – helping the successful businesses refine their business strategies to support sustainable scaling.</p>		
Programme Judges:	Internal Judge(s):	A number of judges from Digital Catapult.	
	Consortium Partner Judge(s):	A number of judges drawn from one or two Programme consortium partners.	
Consortium Partner(s):	<p>Not applicable.</p>		
Programme Funder:	#	Organisation	Programme Role

	1	Arts and Humanities Research Council	Funder	
Sponsor(s):	Not applicable.			
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 not permitted under this competition.			
Programme Benefits:	<p>Each participant will receive growth support valued at £15,000.</p> <p>This Programme will offer the following benefits to participants. These will be available based on specific business growth requirements of each participant:</p> <p>Business Health Scans - Scans with innovation practice and technical expert from Digital Catapult to understand the specific support requirements of the company.</p> <p>Business Analysis Support - 1:1 commercialization support from business analysis experts at Digital Catapult, alongside a series of workshops to grow business skills.</p> <p>Investor Readiness Support - 1:1 support to enable participants to progress along their investment journeys from investment specialist in Digital Catapult.</p> <p>Masterclasses - Series of upskilling interactive sessions covering commercial and non-commercial themes</p> <p>Growth Coaching - Sessions where hurdles to commercialisation can be shared and supported by a regionally aware growth coach.</p> <p>Mentorships - Access to individual industrial partnerships enabling knowledge share, connection to ecosystems and potential future commercial opportunities.</p> <p>Network Access - Access to the well-established creative technology networks that exist within and around the CreaTech Frontiers Programme in the West Midlands, and Digital Catapult nationally.</p> <p>Additional benefits include:</p> <p>Opportunities to collaborate across cohorts and meet like-minded founders</p> <p>Opportunities to showcase to potential collaborators</p>			

Digital Catapult's Collaborative Benefits:	<p>Delivering this accelerator would allow a strengthened relationship between Digital Catapult and the network of SMEs in the Creative Technology ecosystem in the West Midlands, which in turn would represent an expansion of Digital Catapult's reach into the Creative Industries nationally.</p> <p>Access to the business requirements of the CreaTech ecosystem in the West Midlands will allow Digital Catapult to shape their provision in a bespoke and responsive way to ensure they are able to support the economic growth of the region.</p>
Payment Basis:	<p>Not applicable.</p>
Key Obligations:	<p>Attend the kick-off event hosted by Digital Catapult.</p> <p>Team must engage in a minimum of 20 hours of the accelerator over the 10-week programme, which can include participation in the accelerator activities and the work assigned by activity leads to do outside of the sessions.</p> <p>Attend all sessions with Programme Mentors as agreed from May to July 2026.</p> <p>Participate in Business Health Scans once selected to participate in the programme. Business Health Scans will take place prior to kick off date of May 4th 2026.</p> <p>Provide necessary business information for Digital Catapult to provide support throughout the Programme and after its completion.</p> <p>Participant agrees to be visibly associated with the CreaTech Frontiers and Digital Catapult brands.</p> <p>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.</p> <p>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.</p>
Minimum Requirements:	<p>We invite participants to apply who meet the following eligibility criteria:</p> <p>Applicants must be eligible to receive £15,000 in State Assistance.</p> <p>Applicants must submit a Minimum Financial Assistance form, distributed by the Digital Catapult's CreaTech Frontiers team.</p> <p>Applicants must be a UK based registered company or business, or prove they are a company or business that has an establishment in the UK, and undertake all activity in the UK.</p> <p>Applicants must be within the boundary of the West Midlands Creative Cluster, which includes Birmingham, Coventry, Dudley, Herefordshire, Sandwell, Shropshire, Solihull, Staffordshire, Stoke-on-Trent, Telford and Wrekin, Walsall, Warwickshire, Wolverhampton and Worcestershire. See diagram for visual guidance on the eligibility border:</p>

	 <p>Applicants must be from within the Creative Technology sector, as defined by the University of Warwick “the interface of tech and creative industries — which captures both the transformation of the creative industries by technology, and the co-creation of new tech products and services for creative outputs, processes, products and services. This could include such sub-sectors as:</p> <ul style="list-style-type: none"> Games and other interactive media (for example world building; game engine development) gamification and AI) Enabling technologies for creative outputs (for example AI, ML, data, haptics, robotics, cloud computing, future networks) Immersive (for example XR, immersive audio) Live performance (for example music and AI; augmented performance; digital storytelling) Screen (for example virtual production; sustainability in media productions) Visual arts (for example digital museums and heritage; digital content creation) Other (something novel and amazing has not been thought of)
<p>Desirable Criteria:</p>	<p>Your company product or solution must be at Technology Readiness Level 3 and higher.</p> <p>Your company product or solution must be at Commercial Readiness Level between 3 and 6.</p> <p><i>(to help applicants find its Commercial Readiness Level and Technology Readiness Level, please use Digital Catapult’s self-assessment tool here: https://gat.digicatapult.org.uk/)</i></p> <p>Applicant companies or businesses that have successfully delivered a Proof of Concept (PoC) and who would now benefit from bespoke support to achieve their own specific growth goals.</p>
<p>Key Dates:</p>	

	Description	Date
	Competition Opens	16 February 2026
	Application Deadline	15 March at 23:59hrs 2026
	Intended confidential notification of all Applicants	W/C 6 th April
	Intended public announcement of successful Participants	W/C 4 May 2026
	Programme Start Date	4 May 2026
	Programme End Date	20 July 2026
Programme Branding & Publicity Requirements:	<p>Applicants must be happy to have their association with the programme published across consortium partner social media channels and websites. Consortium partners include: Digital Catapult, Birmingham City University, University of Birmingham, Warwick University, and Coventry University</p> <p>Applicants must provide relevant assets to the Growth Lab Programme team to be integrated into social posts and website posts</p> <p>Applicants must be willing to be contacted up to 12 months post the completion of the programme to be interviewed for case studies and blog posts, that will be published on the consortium partner websites</p> <p>Participants on the Programme shall acknowledge Innovate UK in all their publicised project communications.</p>	
Recipient Judges:	<p>All Programme Judges will receive the same information. The Programme Judges will see our full application, including the name of the organisation submitting an application, except for your personal information fields.</p>	
Recipient Programme Partners:	<p>Digital Catapult will see your full application.</p>	
Number of Applications:	<p>One</p>	
Variants:	<p>Not applicable.</p>	
Submission Method:	<p>SimplyDo</p>	
Programme Contact Address:	<p>createchfrontiers@digicatapult.org.uk</p>	

<p>Selection Process:</p>	<p>All eligible applications will be scored by the Programme’s judges.</p> <p>Stage 1 – Initial Review</p> <p>All qualifying applications will be reviewed by Digital Catapult’s judges only and a shortlist will be created using selection criteria. The highest-ranking applications for each challenge will progress to Stage 2.</p> <p>Stage 2 – Interview</p> <p>Successful applicants at Stage 1 will be invited to an interview to discuss their proposal with the Programme’s judges to ask further questions. All interviews will take place virtually. applicants will be assessed at the interview on the criteria in section above.</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 is able to deliver consistent support and activities that provide value to all Participants.</p>
<p>Scoring Criteria:</p>	<p>There are 4 criteria upon which applicants will be assessed:</p> <p>Growth Vision</p> <p>The team demonstrates a clear internal vision for the long-term growth of their business or concept. This includes well-defined goals, ambition for scale or impact, a strong understanding of their industry and target market, and some thinking around investment or other funding pathways to create sustainable growth over time. The judges will be looking to feel confident that the applicant can make effective use of the accelerator and will take value in the activities available to meet their own business goals.</p> <p>2. Market Strategy</p> <p>The application should clearly demonstrate that the external demand for the organisation’s product or solution. It should show that the solution holds strong market value, that there is interest from the target audience, and there is potential to scale. The judges will be looking to feel confident that the investment of £15,000 into the organisation is worthwhile and will contribute towards a validated growth trajectory.</p> <p>Team Commitment</p> <p>The team should demonstrate that they can dedicate adequate time and resources to fully engage with and complete the Business Growth Accelerator. This includes showing team capacity, clear roles, and a commitment to prioritizing the programme alongside other responsibilities. The judges will be looking to feel confident that the applicant can dedicate adequate time to the programme to gain the most benefit.</p> <p>Please note that the team must engage in a minimum of 20 hours of the accelerator over the 10-week programme, which can include participation in the accelerator activities and the work assigned by activity leads to do outside of the sessions.</p> <p>Technology and Commercial Readiness Level (at or above TRL 3 and CRL 3-6)</p> <p>The team describes the current stage of development of their solution, service, or experience from both a technical and market perspective. They should demonstrate how their technology and business model are positioned to</p>

	<p>support their growth vision, including any validation, traction, or readiness for scaling and early adoption. The applicant will be required to present evidence that the technology that underpins the solution has been developed has been validated in a lab environment, and is has been commercially validated through direct engagement with customers and receipt of feedback. The judges will be looking to feel confident that the company applying can make optimal use of the accelerator’s activities to push them along their growth trajectory.</p> <p>Please refer to our Technology and Commercial Readiness Level app and self-assess the current stage of your service or solution.</p> <p>Furthermore, 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>Longlisting:</p> <p>The scoring criteria will be assessed based on statements in the areas above. 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.</p> <p>The 4 criteria will have equal weighting.</p>
State Assisted Programme:	Applicable.
State Assistance Amount:	Up to the value of £15,000 (no cash payment)
Programme Collaboration Partner’s Privacy Policy:	https://www.ukri.org/publications/data-protection-policy/
Data Controller:	AHRC

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:

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

Programme Partners:	means Programme Collaboration Partners; Programme Funders; Sponsors; Challenge Owners; Programme Industry Partners; Programme Technology Partners; and Programme Investment Partners.
Key Details:	The first part of the Competition Terms titled “Part 1 - Key Details”.

As-Is:	means materials are provided on an ‘as is’ basis, with no warranty, condition or representation of any kind made, given or to be implied as to the performance, reliability, functionality, sufficiency, accuracy, safety or fitness for purpose.
Commercial Licence	a perpetual, non-exclusive, sub-licensable, irrevocable royalty free licence to all Intellectual Property in the Results to Digital Catapult for its commercial Exploitation on the Digital Twin Programme, subject to the Commercial Limitations.
Commercial Limitations:	<ol style="list-style-type: none"> 1. To the extent that Intellectual Property is an invention and being prepared to be filed as a patent or is patent pending, and prior to any grant, withdrawal or refusal of a patent, Digital Catapult shall keep such Intellectual Property confidential by not publishing the Intellectual Property and only disclosing it to the extent necessary for its permitted use and under conditions of confidentiality. 2. To the extent that Intellectual Property is subject to a patent, Digital Catapult shall pay a reasonable fee for the use of such patent.
Digital Programme:	Twin Digital Catapult’s programme of activities based around digital twin related technologies or their application.
Exploitation:	means any use or action. This includes to make, copy, modify, adapt, import, distribute, perform, publish and sell (except to the extent restricted in the licence).
Intellectual Property:	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Knowledge Assured:	means Participant has the power and authority to enter into the licence, and that it has no knowledge, having made reasonable enquiries of its representatives working on the Programme, but with no obligation to search any public register, that the use of such Intellectual Property would infringe a third party’s rights.
Non-Commercial Licence:	a perpetual, non-exclusive, sub-licensable, irrevocable royalty free licence to all Intellectual Property in the reports and other materials disclosed by Participant on the Programme, for non-commercial Exploration purposes, subject to the Non-Commercial Limitations.
Non-Commercial Limitations:	To the extent that Intellectual Property is an invention and being prepared to be filed as a patent or is patent pending, and prior to any grant, withdrawal or refusal of a patent, Digital Catapult shall keep such Intellectual Property confidential by not publishing the Intellectual Property and only disclosing it to the extent necessary for its permitted use and under conditions of confidentiality.

Results:	anything created or generated on the Programme by Participant.
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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 comply with 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 Digital Catapult demonstrating the impact of Digital Catapult's 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. PAYMENT BASIS

- 7.1. Where funding is being made available as a Programme Benefit, the applicable payment terms apply:

7.1.1. where the Payment Basis is "Completion Basis":

- 7.1.1.1. payment of cash funding by Digital Catapult will be paid to the relevant Participant within thirty (30) days of invoice upon successful completion of the Programme, including any deliverables, reporting and attendance/participation at any events (as documented to the extent applicable).

7.1.2. where the Payment Basis is "Milestone Basis":

- 7.1.2.1. payment of cash funding by Digital Catapult will be paid to the relevant Participant within thirty (30) days of invoice upon successful completion of each payment milestone.

7.1.3. where the Payment Basis is "Eligible Costs Basis":

- 7.1.3.1. payment of cash funding will be paid by Digital Catapult within thirty (30) days of Digital Catapult's receipt of a successful claim from the Programme Collaboration Partner and/or Programme Funder (as applicable) relating to the Participant's claim. Such claim will be for promptly evidenced eligible costs, using the Participant's standard quarterly claims model with the relevant Programme Collaboration Partner and/or Programme Funder (full economic costing and eligible costs as defined by UK Research and Innovation (UKRI), or otherwise made on the Participant's standard basis with Innovate UK (IUK).

8. APPLICANTS

8.1. Minimum Requirements

- 8.1.1. 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).

8.2. Desirable Criteria



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

9. KEY DATES

9.1. The Key Dates set out the key dates for the competition.

10. THE APPLICATION

10.1. **Submission**

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

10.2. **Contents**

10.2.1. 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).

10.3. **Recipients**

10.3.1. The following will see your application:

10.3.1.1. **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.

10.3.1.2. **Not used.**

10.3.1.3. **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.

10.3.1.4. **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).

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

10.4. **Key contact**

10.4.1. 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.

10.4.2. 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 10.3),

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.

10.5. **Digital Catapult's Equality, Diversity and Inclusion Survey**

10.5.1. 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 10.6.10.6, Positive Action), when you must complete the survey to the extent needed to qualify for the minimum criteria under the Minimum Requirements (see paragraph 8.18.1, Minimum Requirements), assessed at the qualification stage (see paragraph 11.1).

10.5.2. 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:

- 10.5.2.1. Racial and/or ethnic origin;
- 10.5.2.2. Sexual orientation;
- 10.5.2.3. Health (including disability); and
- 10.5.2.4. Religious and/or philosophical beliefs.

10.5.3. 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.

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

10.5.5. 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.

10.5.6. 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.

10.6. **Positive Action**

10.6.1. 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.

11. **SELECTION**

11.1. **Qualification**

11.1.1. 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.

11.2. Selection process

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

11.3. Application Scoring criteria and weighting

11.3.1. 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.

11.4. Due diligence

11.4.1. 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'.

11.5. Successful applicants

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

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

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

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

12. STATE ASSISTANCE

12.1. 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".

12.2. 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.

12.3. This Programme has been assessed as providing the State Assistance Amount.

12.4. Before signing the Programme Agreement, Applicants will therefore be asked to sign a declaration confirming that you are eligible to receive the State Assistance.

13. OTHER GENERAL COMPETITON TERMS

13.1. Benefits

13.1.1. 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.

13.1.2. 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.

13.1.3. Digital Catapult reserves the right to amend the list of benefits at any time and at its sole discretion.

13.2. Accessibility

13.2.1. 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. Your feedback may be used by us in our programmes and activities.

13.3. Key Dates

13.3.1. 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.

13.4. Applications

13.4.1. 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.

13.4.2. Digital Catapult reserves the right to accept any application which does not fulfil the minimum requirements.

13.5. Previous Applications

13.5.1. 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.

13.6. Personal Data

13.6.1. 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.

13.6.2. 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.

13.7. Programme Agreement

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

13.8. Participant Programmes

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

13.9. Data Retention

13.9.1. 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.

13.10. Confidentiality

13.10.1. 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.

13.10.2. 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.

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

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

13.11. Intellectual Property

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

13.11.2. 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 Digital Catapult to use the Application as we have set out.

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

13.12. Disclaimers, Exclusions & Limitations

13.12.1. 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.

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

13.13. Entire Agreement

13.13.1. 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.

13.14. Jurisdiction

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