

# Competition Terms

Document Type:

Contract

Version:

v1.0

Classification:

Public



## COMPETITION TERMS

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>Smart Nano Photonics Bootcamp 2</p> <p>Digital Catapult, in collaboration with the Smart Nano NI consortium, is hosting an intensive Photonics Bootcamp at the UK Digital Twin Centre in Belfast. Photonics is a rapidly expanding UK sector worth £18.5bn annually and employing over 85,000 people, with major opportunities emerging across sensing, communications, data infrastructure, AI, quantum technologies, and life science applications. However, skills shortages and limited access to specialist infrastructure continue to restrict growth.</p> <p>This Bootcamp accelerates photonics capability across Northern Ireland by giving innovators practical, hands-on experience in designing, simulating, and validating photonic devices and photonic integrated circuits (PICs). Through expert-led workshops, participants will gain an end-to-end understanding of the photonics development lifecycle—ideal for teams entering the field or strengthening existing expertise.</p> <p>Across 5 days in June, attendees will take part in practical training covering:</p> <ul style="list-style-type: none"><li>• Two days of training in photonics component and system design and simulation for the major classes of components using industry standard software, Ansys Lumerical.</li><li>• Device modelling, simulation and physical test and design for test methodologies delivered by Seagate and Yelo</li><li>• Nanophotonics, plasmonics, and systems integration approaches with Causeway Sensors</li><li>• An introduction to the Smart Nano Lab and the early stage prototyping process, seeing how designs move from concept to prototype using specialist capabilities achieved through the Smart Nano NI and gaining insight into the workflows that enable rapid iteration, physical validation, and accelerated product development.</li></ul> <p>By joining the Bootcamp, participants will engage directly with Smart Nano NI partners and NIPIC, Northern Ireland's Photonics Innovation Cluster, gaining access to a rapidly growing ecosystem committed to developing advanced manufacturing and next generation photonics capabilities.</p> <p>Refer to: Open Call Briefing (published at <a href="https://www.digicatapult.org.uk/apply/opportunities/opportunity/photonics-bootcamp/">https://www.digicatapult.org.uk/apply/opportunities/opportunity/photonics-bootcamp/</a>)</p>
<b>Co-Branded Programme:</b>	Not Applicable

<b>Positive Action Justification:</b>	Not Applicable
<b>Applicant Groups:</b>	Not Applicable
<b>Programme Objectives:</b>	<p><b>Immediate Objectives</b></p> <p>Upskill local engineers in integrated photonics and photonics devices, providing hands-on experience and training in terms of</p> <ul style="list-style-type: none"> <li>• design and simulation,</li> <li>• manufacture,</li> <li>• verification and validation.</li> </ul> <p>Develop awareness of photonic components and chips, in particular:</p> <ul style="list-style-type: none"> <li>• their applications, characteristics and benefits</li> <li>• Approaches and opportunities for research, design and development</li> </ul> <p>Develop awareness of photonic components and chips and the validation process</p> <p><b>Broader Objectives</b></p> <ul style="list-style-type: none"> <li>• Strengthen Northern Ireland’s position in the global photonics sector by developing a pipeline of engineers and companies equipped with the foundational skills required for photonic device and PIC development.</li> <li>• Build regional capability in advanced manufacturing by expanding access to photonics knowledge, tools, and early-stage prototyping pathways that support faster innovation and reduced development risk.</li> <li>• Accelerate industrial collaboration by enabling companies across electronics, semiconductors, sensing, communications, and emerging tech to understand and integrate photonic and PIC-based solutions.</li> <li>• Promote cross-sector innovation by helping organisations identify where photonics can create value in areas such as sensing, AI hardware, quantum, imaging, communications, and advanced systems design.</li> <li>• Strengthen the Smart Nano NI ecosystem by deepening collaboration between industry, academia, and supply-chain actors, increasing participation in NI-PIC, and building a more connected photonics community.</li> <li>• Support long-term economic growth by equipping local businesses with the technical capability and strategic awareness needed to compete internationally in photonics-enabled markets.</li> </ul>

	<ul style="list-style-type: none"> <li>Encourage a future-ready workforce by upskilling engineers, technicians, and product teams to meet the rising demand for photonics expertise across multiple high-value sectors.</li> </ul>																
<b>Programme Judges:</b>	Internal Judge(s):	A number of judges from Digital Catapult.															
<b>Programme Collaboration Partner(s):</b>	<table border="1"> <thead> <tr> <th data-bbox="411 680 475 748">#</th> <th data-bbox="475 680 932 748">Organisation</th> <th data-bbox="932 680 1385 748">Programme Role</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 748 475 1084">1</td> <td data-bbox="475 748 932 1084">SEAGATE TECHNOLOGY (IRELAND) a company incorporated in the Cayman Islands and registered as a foreign company in Northern Ireland with registered number NF003090 whose registered branch address is 1 Disc Drive, Londonderry, Springtown Industrial Estate, Northern Ireland, BT48 0BF (“SEAGATE”).</td> <td data-bbox="932 748 1385 1084">Contributing programme material and delivering educational class on Device Modelling and Simulation approaches in photonics and integrated photonics  Assisting in promotion of the programme open call, the programme itself and programme outcomes.</td> </tr> <tr> <td data-bbox="411 1084 475 1487">2</td> <td data-bbox="475 1084 932 1487">THE QUEENS UNIVERSITY OF BELFAST a charitable body registered in Northern Ireland under registration number 01788 incorporated under the Irish Universities Act 1908 and having its main administrative offices at Administration Building, Queen’s University Belfast, University Road, Belfast, Northern Ireland BT7 1NN (“QUEENS”).</td> <td data-bbox="932 1084 1385 1487">Delivering a structured tour of the Smart Nano lab, introducing approaches to early stage physical prototyping for photonics devices, optics and related material processes.  Providing staff and expertise to assist in delivery of a practical photonics Design and Simulation class  Assisting in promotion of the programme open call, the programme itself and programme outcomes.</td> </tr> <tr> <td data-bbox="411 1487 475 1742">3</td> <td data-bbox="475 1487 932 1742">YELO LIMITED a company incorporated in Northern Ireland with registered number NI016345 and whose registered office is at 20 Meadowbank Road, Carrickfergus, Northern Ireland, BT38 8YF (“YELO”).</td> <td data-bbox="932 1487 1385 1742">Contributing programme material and delivering educational class on design for physical validation and verification of active photonics devices.  Assisting in promotion of the programme open call, the programme itself and programme outcomes.</td> </tr> <tr> <td data-bbox="411 1742 475 2018">4</td> <td data-bbox="475 1742 932 2018">THE UNIVERSITY OF ULSTER a charitable body registered in Northern Ireland under registration number RC000726 incorporated under Royal Charter and having its main administrative offices at Cromore Road, Coleraine, Northern Ireland BT52 1SA (“ULSTER”); and</td> <td data-bbox="932 1742 1385 2018">Assisting in promotion of the programme open call, the programme itself and programme outcomes.</td> </tr> </tbody> </table>		#	Organisation	Programme Role	1	SEAGATE TECHNOLOGY (IRELAND) a company incorporated in the Cayman Islands and registered as a foreign company in Northern Ireland with registered number NF003090 whose registered branch address is 1 Disc Drive, Londonderry, Springtown Industrial Estate, Northern Ireland, BT48 0BF (“SEAGATE”).	Contributing programme material and delivering educational class on Device Modelling and Simulation approaches in photonics and integrated photonics  Assisting in promotion of the programme open call, the programme itself and programme outcomes.	2	THE QUEENS UNIVERSITY OF BELFAST a charitable body registered in Northern Ireland under registration number 01788 incorporated under the Irish Universities Act 1908 and having its main administrative offices at Administration Building, Queen’s University Belfast, University Road, Belfast, Northern Ireland BT7 1NN (“QUEENS”).	Delivering a structured tour of the Smart Nano lab, introducing approaches to early stage physical prototyping for photonics devices, optics and related material processes.  Providing staff and expertise to assist in delivery of a practical photonics Design and Simulation class  Assisting in promotion of the programme open call, the programme itself and programme outcomes.	3	YELO LIMITED a company incorporated in Northern Ireland with registered number NI016345 and whose registered office is at 20 Meadowbank Road, Carrickfergus, Northern Ireland, BT38 8YF (“YELO”).	Contributing programme material and delivering educational class on design for physical validation and verification of active photonics devices.  Assisting in promotion of the programme open call, the programme itself and programme outcomes.	4	THE UNIVERSITY OF ULSTER a charitable body registered in Northern Ireland under registration number RC000726 incorporated under Royal Charter and having its main administrative offices at Cromore Road, Coleraine, Northern Ireland BT52 1SA (“ULSTER”); and	Assisting in promotion of the programme open call, the programme itself and programme outcomes.
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	5	CAUSEWAY SENSORS LIMITED a company incorporated in Northern Ireland with registered number NI618921 and whose registered office is at Qubis Limited, 63 University Road, Belfast, Northern Ireland, BT7 1NF (“CAUSEWAY”).	<p>Contributing programme material and delivering educational class on design for physical validation and verification of active photonics devices.</p> <p>Assisting in promotion of the programme open call, the programme itself and programme outcomes.</p>
<b>Programme Funder(s):</b>	#	Organisation	Programme Role
	1	UK Research and Innovation 14697629	This programme has been made possible by the Smart Nano NI consortium, which has been awarded £42.4m UK Research and Innovation’s Strength in Places Fund.
<b>Sponsor(s):</b>	Not Applicable		
<b>Challenge Owner(s):</b>	Not Applicable		
<b>Programme Industry Partner(s):</b>	Not Applicable		
<b>Programme Technology Partner(s):</b>	Not Applicable / same as programme collaboration partners		
<b>Programme Investment Partner(s):</b>	Not Applicable		
<b>Consortium Applications:</b>	An application from a Consortium is <b>not</b> permitted under this competition.		
<b>Programme Benefits:</b>	<ol style="list-style-type: none"> <li>1) Education: Acts as a training session for local businesses, providing a direct entry into photonic integration</li> <li>2) Collaboration: Group sessions promote collaboration between companies</li> <li>3) Consortium Engagement: Opportunities for direct engagement and introductions to the Smart Nano Consortium</li> <li>4) Hands on Training with Industry Standard Tools Opportunity to gain practical experience in photonic device design and simulation using Ansys Lumerical, with extended access to the software beyond the programme for learning and evaluation. Note that access to Ansys Lumerical will be subject to the software provider’s terms and conditions.</li> <li>5) Build High Demand Photonics Skills Opportunity to develop foundational capability in integrated photonics, PICs, device modelling, and physical validation — skills increasingly</li> </ol>		



	<p>sought across manufacturing, healthcare, AI hardware, quantum, and IoT sectors.</p> <ol style="list-style-type: none"> <li>6) Learn Directly from Leading Experts Receive in person instruction from Digital Catapult specialists and Smart Nano NI consortium partners including Seagate, Yelo, and Causeway Sensors.</li> <li>7) Accelerate Product Innovation Understand how photonic technologies can unlock new commercial opportunities and learn how to turn concepts into prototypes through exposure to Smart Nano Lab's early stage prototyping process.</li> <li>8) Connect with Northern Ireland's Photonics Ecosystem Engage directly with Smart Nano NI and join NIPIC, accessing a rapidly growing network of companies, researchers, and innovators in advanced manufacturing and photonics.</li> <li>9) Strengthen Future Competitiveness Equip your team with emerging tech capabilities that may support strategic growth, diversification, and readiness for the evolving global innovation landscape.</li> </ol>
<b>Digital Catapult's Collaborative Benefits:</b>	Not Applicable
<b>Payment Basis:</b>	Not Applicable
<b>Key Obligations:</b>	<ol style="list-style-type: none"> <li>1) Participants must be willing to commit to the following key obligations:</li> <li>2) Attend minimum 66% of talks and training offered noting the following             <ul style="list-style-type: none"> <li>○ Talks can optionally be attended online, though in-person attendance is encouraged</li> <li>○ Simulation and Design training is in-person only</li> <li>○ Site visits are optional, but in-person</li> </ul> </li> <li>3) Participant shall complete the Digital Catapult's EDI Survey (please note each question will have a "prefer not to say" option).</li> <li>4) Participant agrees to be visibly (name, logo and photograph) 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>5) 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> </ol>

	<p>6) Participants agree for photographs to be taken and media to be shared throughout the programme.</p>
<p><b>Minimum Requirements:</b></p>	<ol style="list-style-type: none"> <li>1. Applicants must be eligible to receive £1,800 per participating employee in State Assistance (see section 12 of the Legal Terms below for further details).</li> <li>2. Applicants must be a UK based registered company and undertake all activity in the UK</li> </ol>
<p><b>Desirable Criteria:</b></p>	<p><b>Established UK registered startups or SMEs that can clearly identify a need for upskilling in Photonics that can contribute to solving a business needs or challenges that they are willing to identify within their organisation.</b></p> <p><b>This programme is designed for organisations and professionals who are developing, integrating, or exploring the use of photonic devices and photonic integrated circuits (PICs). Ideal applicants include:</b></p> <ul style="list-style-type: none"> <li>• <b>Startups, scaleups, and SMEs developing or considering photonic devices or PIC based technologies</b></li> </ul> <p>Teams building or considering early stage photonic components, sensing solutions, or integrated photonic products who want to strengthen their design, simulation, and validation capabilities.</p> <ul style="list-style-type: none"> <li>• <b>Systems integrators and electronics manufacturers considering incorporating photonics</b></li> </ul> <p>CEMS providers, electronics fabricators, and design engineering services working or planning to work with optical components, sensors, or PIC enabled subsystems and seeking to expand capability in photonics workflows.</p> <ul style="list-style-type: none"> <li>• <b>Semiconductor and IC developers exploring PICs</b></li> </ul> <p>Organisations with experience in traditional semiconductor or integrated circuit development looking to understand PIC architectures, design principles, and emerging photonic manufacturing routes.</p> <ul style="list-style-type: none"> <li>• <b>Engineers, technicians, and technical leads</b></li> </ul> <p>Professionals in electronics, optics, manufacturing, or communications who want to upskill into integrated photonics and develop hands-on experience with industry standard tools.</p> <ul style="list-style-type: none"> <li>• <b>Product developers and R&amp;D teams</b></li> </ul> <p>Teams evaluating how photonics may be applied to future products in sensing, imaging, communications, computing, or quantum enabled systems.</p> <ul style="list-style-type: none"> <li>• <b>SMEs operating in photonics enabled and adjacent advanced tech sectors</b></li> </ul> <p>Including sensing &amp; IoT, autonomous systems, quantum, AI hardware, semiconductor supply chains, and optical communications.</p>

	Part of the programme involves two days in person training in photonics design and simulation using an industry standard multi-physics simulation platform. Some exposure to simulation packages and simulation approaches in photonics, optics, electronics or RF engineering would be helpful here.														
<b>Key Dates:</b>	<table border="1"> <thead> <tr> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Competition Opens</td> <td>Thursday 16<sup>th</sup> April 2026</td> </tr> <tr> <td>Application Deadline</td> <td>Sunday 24<sup>th</sup> May – 11:59pm</td> </tr> <tr> <td>Intended confidential notification of all Applicants</td> <td>By close of business Tuesday 26<sup>th</sup> May</td> </tr> <tr> <td>Intended public announcement of successful Participants</td> <td>Monday 1<sup>st</sup> of June</td> </tr> <tr> <td>Programme Start Date</td> <td>Tuesday 2<sup>nd</sup> of June</td> </tr> <tr> <td>Programme End Date</td> <td>Friday 12<sup>th</sup> of June</td> </tr> </tbody> </table>	Description	Date	Competition Opens	Thursday 16 <sup>th</sup> April 2026	Application Deadline	Sunday 24 <sup>th</sup> May – 11:59pm	Intended confidential notification of all Applicants	By close of business Tuesday 26 <sup>th</sup> May	Intended public announcement of successful Participants	Monday 1 <sup>st</sup> of June	Programme Start Date	Tuesday 2 <sup>nd</sup> of June	Programme End Date	Friday 12 <sup>th</sup> of June
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<b>Programme Branding &amp; Publicity Requirements:</b>	Not Applicable														
<b>Recipient Judges:</b>	Not Applicable														
<b>Recipient Programme Partners:</b>	Not Applicable														
<b>Number of Applications:</b>	One														
<b>Variants:</b>	Not Applicable														
<b>Submission Method:</b>	Applications will be submitted via Digital Catapult's application portal on the SimplyDo platform														
<b>Programme Contact Address:</b>	SmartNano@digicatapult.org.uk														
<b>Selection Process:</b>	<p>All qualifying applications will be scored by the Programme Judges, with the highest ranked Applicants being accepted onto the Programme.</p> <p>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</p>														

	<p>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> <p>Places for our in-person hands-on training engagements are limited to 25 individuals due to space.</p> <p>Successful applicant companies will be notified and will be allowed to specify at least one delegate from their company to avail of the hands-on training. In the event there is spare capacity offers will be made on a first come first served basis to secure a place for a second delegate, then a third etc. Until all seats are filled.</p>
<p><b>Scoring Criteria:</b></p>	<p>The shortlisting stage of the Selection Process will be assessed based on statements in the areas below. Each criterion will be scored on a range from 0 to 5. 0 an “Excellent” score for each criterion. This scoring will be applied to all applications and will be weighted as laid out below</p> <p>There are 4 criteria upon which applicants will be assessed with the following weightings:</p> <ol style="list-style-type: none"> <li>1) Technical and Business Capability – 30% weighting <ul style="list-style-type: none"> <li>○ This looks at how past experience, current role, or technical exposure relate to photonics or adjacent fields and will benefit participants during the programme. You do not need to be an expert — the programme is designed for a range of experience levels.</li> <li>○ The aim is to ensure that participants will be able to benefit from the training and meaningfully engage with the technical content. Even beginners can score well if they show a genuine connection to the subject (e.g., engineering, manufacturing, design, or digital technologies).</li> </ul> </li> <li>2) Motivation and Intent – 30% weighting <ul style="list-style-type: none"> <li>○ Your reasons for applying and what you hope to gain from the bootcamp.</li> <li>○ The programme is most effective when participants have specific interests, challenges, or goals that the bootcamp can meaningfully support. This helps organisers tailor the learning experience and ensures places go to those who will actively engage.</li> </ul> </li> <li>3) Industry Relevance – 30% weighting <ul style="list-style-type: none"> <li>○ The potential to apply the knowledge or skills gained — whether in industry, research, product development, operations, or broader innovation activities.</li> <li>○ The programme is funded to support capability growth in the region, so reviewers look for participants who will go on to apply photonics knowledge in ways that benefit their organisation, the wider sector, or the Northern Ireland innovation ecosystem.</li> </ul> </li> </ol>

	<p>4) Ecosystem Engagement – 10% weighting</p> <ul style="list-style-type: none"> <li>○ The Applicant’s willingness to actively participate in the bootcamp and engage with the Smart Nano consortium and Northern Ireland photonics ecosystem — before, during, and after the programme.</li> <li>○ The training is hands-on, collaborative and targeted to engage and connect potential participants in Northern Ireland’s photonics ecosystem. It is important that participants: <ul style="list-style-type: none"> <li>▪ Attend the in-person sessions,</li> <li>▪ Contribute to discussions and group work, and</li> <li>▪ Are open to future engagement with partners, networks, or opportunities.</li> </ul> </li> </ul>
<b>State Assisted Programme:</b>	Applicable
<b>State Assistance Amount:</b>	£1,800 per participating employee per participating organisation
<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".

<b>As-Is:</b>	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.
<b>Commercial Licence</b>	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.
<b>Commercial Limitations:</b>	<ol style="list-style-type: none"> <li>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.</li> <li>To the extent that Intellectual Property is subject to a patent, Digital Catapult shall pay a reasonable fee for the use of such patent.</li> </ol>
<b>Digital Twin Programme:</b>	Digital Catapult's programme of activities based around digital twin related technologies or their application.
<b>Exploitation:</b>	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).
<b>Intellectual Property:</b>	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.
<b>Knowledge Assured:</b>	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.
<b>Non-Commercial Licence:</b>	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.

<b>Non-Commercial Limitations:</b>	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.
<b>Results:</b>	anything created or generated on the Programme by Participant.

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. 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**

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## 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. **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.

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](mailto: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.

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## 13. OTHER GENERAL COMPETITION 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](mailto: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 (and related documents) for a period of up to seven (7) years following the end of the Programme. For administration purposes, contracts (and related documents) may be stored for up to seven (7) years, contracts (and related documents) providing State Assistance for up to eleven (11) years, and deeds (and related documents) 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 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.

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**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.