

Competition Terms

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CATAPULT
Digital

SMART NANO: PHOTONICS CAPABILITY PROGRAMME

OCTOBER 2026

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

Programme Description:	The Smart Nano: Photonics Capability Programme is a fully funded, four-month capability and ecosystem-building programme for organisations that have plans, initiatives or product opportunities involving photonics-enabled solutions. Beyond introductory training, the programme combines expert-led technical training, practical simulation and design lessons and tailored assignments, one-to-one support and ecosystem engagement to help participants learn while progressing company-relevant ideas, workflows and technology roadmaps.		
Co-Branded Programme:	Not Applicable		
Positive Action Justification:	Not Applicable		
Applicant Groups:	Not Applicable		
Programme Objectives:	The four-month programme is designed to support the development of practical photonics capability of the participants, while exploring how photonics technologies could support their future products, R&D and commercialisation opportunities.		
Programme Judges:	Independent Judge(s):	At least one independent judge, whose details are available on request at smartnano@digicatapult.org.uk.	
	Internal Judge(s):	A number of judges from Digital Catapult.	
Programme Collaboration Partner(s):	Not Applicable		
Programme Funder(s):			
	#	Organisation	Programme Role
	1	UKRI	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.

Sponsor(s):	Not Applicable		
Challenge Owner(s):	Not Applicable		
Programme Industry Partner(s):	#	Organisation	Programme Role
	1	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 talks, offering optional 1-2-1 consultation, attending kick-off event (online) and final showcase and networking event (in person)
	2	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").	Delivering talks, offering optional 1-2-1 consultation, attending kick-off event (online) and final showcase and networking event (in person)
	3	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")	Assisting in delivery of simulation and design workshops, attending kick-off event (online) and final showcase and networking event (in person)
	4	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").	Delivering talks, offering an optional facility tour (to be determined based on cohort interest and availability), attending kick-off event (online), final showcase and networking event (in person).
Programme Technology Partner(s):	Not Applicable		
Consortium Applications:	An application from a Consortium is not permitted under this competition.		

Programme Benefits:	- Fully funded access to training in integrated photonics, PIC design and simulation methodologies led by Digital Catapult photonics expert. - Opportunities to connect with leading photonics companies, technology providers, researchers and ecosystem partners through technical talks, mentoring and networking activities. - Up to 10 hours of structured one-to-one support through health scans, design strategy sessions, mentoring and expert office hours to help identify and prioritise photonics opportunities within your business. - Participation in practical component-level and circuit-level simulation workshops using industry-standard design workflows and tools. - Guided simulation and design assignments that allow participants to apply new skills to challenges and opportunities relevant to their own products, technologies and markets. 9 weeks of access to the Ansys Lumerical suite allowing participants to explore and learn in their own time on their own systems. Note that access to Ansys Lumerical will be subject to the software provider's terms and conditions. 2 months of access to the GDS Factory+ software allowing participants to explore and learn in their own time on their own systems. Note that access to GDS Factory+ will be subject to the software provider's terms and conditions. - Increased confidence in evaluating where photonic integration, miniaturisation and advanced sensing technologies can support future product development and competitive advantage. - Development of a company-specific health scan and readiness level overview outlining potential technical, commercial and innovation pathways for photonics technology development. - Opportunities to connect with the Northern Ireland photonics ecosystem, including researchers, manufacturers, technology specialists and future collaborators. - Showcase and dissemination opportunities followed by ongoing alumni support and funding connections.
Digital Catapult's Collaborative Benefits:	Not Applicable
Payment Basis:	Not Applicable
Key Obligations:	- Attend the kick-off event hosted by Digital Catapult. - Attend showcase event hosted by Digital Catapult - Schedule and attend check-ins and design strategy consultations with Digital Catapult in-person or online as suitable – consultations with delivery partners are optional, but encouraged where relevant - Use reasonable endeavours to carry out assigned and agreed learning exercises – as agreed in Health Scans, Design Strategy Sessions and one to one consultations or check-ins with Digital Catapult

	• Present a short presentation on their programme experience and their proposed next steps at the showcase event • Complete an Onboarding Survey at the start of the Programme, assigning a lead contact to issue the survey to • Complete an Offboarding Survey at the end of the Programme, assigning a lead contact to issue the survey to • Complete Outcomes Monitoring Survey to be issued within one year after completion of the programme, assigning a lead contact to issue the survey to														
Minimum Requirements:	Applicants must be a UK based registered company, or prove they are a company that has an establishment in the UK and undertake all project activity in the UK. Applicants must be eligible to receive up to a maximum of £15,500 in State Assistance per participating delegate. Please note, a maximum of two delegates per participating company may participate in the Programme. Application question responses must be honest and not misrepresent material reality.														
Desirable Criteria:	Please refer to Scoring Criteria														
Key Dates:	<table border="1"> <thead> <tr> <th>Description</th><th>Date</th></tr> </thead> <tbody> <tr> <td>Competition Opens</td><td>12th October 2026</td></tr> <tr> <td>Application Deadline</td><td>15th November 2026</td></tr> <tr> <td>Intended confidential notification of all Applicants</td><td>w/c 23rd November 2026</td></tr> <tr> <td>Intended public announcement of successful Participants</td><td>27th November 2026</td></tr> <tr> <td>Programme Start Date</td><td>1st December 2026</td></tr> <tr> <td>Programme End Date</td><td>March 2027</td></tr> </tbody> </table>	Description	Date	Competition Opens	12 th October 2026	Application Deadline	15 th November 2026	Intended confidential notification of all Applicants	w/c 23rd November 2026	Intended public announcement of successful Participants	27 th November 2026	Programme Start Date	1 st December 2026	Programme End Date	March 2027
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Programme End Date	March 2027														
Programme Branding & Publicity Requirements:	Not Applicable														
Recipient Judges:	All Programme Judges will receive the same information. The Programme Judges will see the scored parts of your application, and will not see your company name and personal information fields. Judges will not see responses to unscored questions, which are to assist with applying for appropriate software licenses with programme supplier CADFEM (no Personal Identifiable Information will be shared).														

Recipient Programme Partners:	Not Applicable
Number of Applications:	One
Variants:	Not Applicable
Submission Method:	SimplyDo
Programme Contact Address:	smartnano@digicatapult.org.uk
Selection Process:	All qualifying applications will be scored by the Programme Judges, with the highest ranked Applicants being accepted onto the Programme. Generally, the highest ranked Applicants will be accepted onto the Programme, but Digital Catapult reserves the right to select the cohort on a portfolio basis to ensure the Programme as a whole is able to deliver consistent support and activities that provide value to all Participants and optimise the impact of the Programme.
Scoring Criteria:	All eligible applications will be reviewed and scored by the Programme Judges panel against the scoring criteria. Each criterion is scored 0–5, where 0 = no relevant submission and 5 = excellent alignment. The weights and scoring guidance for each of the criteria are shown below. Technical Feasibility (40%) The applicant should demonstrate a clear, feasible and realistic case for how the programme will help advance TRL of a specific application. Which supports will be required and why. Ability to Execute (20%) Applicants should demonstrate existing expertise, capabilities requiring development and the ability and commitment to engage with and benefit from the programme. Growth Potential (20%) Applicants should demonstrate how the programme aligns to specific strategic growth and development goals Programme Fit (20%) Applicants should demonstrate how the organisation and its ambitions are a good fit for the programme and are positioned to benefit
State Assisted Programme:	Applicable

State Assistance Amount:	£15,500 per participating delegate per participating organisation
Programme Collaboration Partner's Privacy Policy:	Not Applicable
Data Controller:	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. The Independent Judge's name and company is available upon request.
- 2.3.3. 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:	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.

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, grant impact reports, case studies 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. **Exploitation**
 - 6.2.3.1. during the Programme, and for a period of five years following the Programme, shall use its reasonable endeavours to exploit the outputs of the Programme within the UK and/or internationally from the UK.
 - 6.2.4. **Impact Reporting**

- 6.2.4.1. 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

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.

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) ("DMA"), collectively referred to herein as "State Assistance".

12.2. Where State Assistance is applicable, only Participants that are located or directly operate in Northern Ireland and which either (i) manufacture or trade in goods with the EU, or (ii) produce electricity for the island of Ireland's single electricity market, will fall under DMA. Otherwise Participants will fall under MFA.

12.3. 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:

12.3.1. £315,000 for MFA, or

12.3.2. €300,000 (approximately £250,000) for DMA

in each case in aggregate across the Participant's current fiscal year (as at the Agreement Date) and the previous two fiscal years.

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

12.5. Before signing the Programme Agreement, Applicants will therefore be asked to sign a declaration confirming that you are eligible to receive the State Assistance and to confirm whether it is MFA or DMA.

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@digicatatapult.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 may store your application and the scoring it has received for the entire duration of the Programme, or up to seven (7) years after the application closing date, whichever the greater. If you are a successful Applicant, we shall also store your Application (and related documents) for a period of up to eleven (11) 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.

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.