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 UK Digital Twin Centre Technology Access Programme (TAP) supports UK organisations to explore and evaluate technologies that could enable the development or adoption of Digital Twins. Successful Applicants will participate in working with one of three Technology Partners: CADFEM / Ansys, MathWorks, and Cadence Design Systems. Participants will receive structured access to relevant technology, training and technical expertise to help them explore a defined business or technical challenge. The specific training, technology access and support available will vary by Technology Partner pathway. The Programme is delivered by Digital Catapult through the UK Digital Twin Centre.
Co-Branded Programme:	The Programme will be delivered under the UK Digital Twin Centre and Digital Catapult brands.
Positive Action Justification:	N/A
Applicant Groups:	There are three Technology Partner pathways within this Competition: 1. CADFEM / Ansys 2. MathWorks 3. Cadence Design Systems Applicants must select one Technology Partner pathway as part of their Application. Each pathway has an anticipated maximum capacity of 10 Participants. The training, technology access and technical support available varies between pathways and is detailed under Programme Benefits.
Programme Objectives:	• Enable Participants to explore and evaluate technologies relevant to the development or adoption of Digital Twins. • Provide Participants with practical access to technology, training and technical expertise through their selected Technology Partner. • Support Participants to explore how the selected technology could address a defined business or technical challenge within their organisation. • Build Participants' technical knowledge and capability in relation to relevant Digital Twin technologies. • Reduce the technical and commercial barriers associated with evaluating Digital Twin technologies. • Generate learning and evidence that can support wider Digital Twin adoption across UK industry.

<table>
<tr><td>Programme Judges:</td><td>Internal Judge(s):
A number of judges from Digital Catapult.

Programme Technology Partner Judge(s):
A number of judges from the relevant Technology Partner.

Independent Judge(s): At least one independent judge, whose details are available on request at ukdigitaltwincentreteam@digicatapult.org.uk</td></tr>
<tr><td>Programme Collaboration Partner(s):</td><td>N/A</td></tr>
<tr><td>Programme Funder(s):</td><td><table><tr><th>Organisation</th><th>Programme Role</th></tr><tr><td>Belfast Region City Deal</td><td>Provides funding supporting the UK Digital Twin Centre and its activities.</td></tr></table></td></tr>
<tr><td>Sponsor(s):</td><td>Not Applicable.</td></tr>
<tr><td>Challenge Owner(s):</td><td>Not Applicable.</td></tr>
<tr><td>Programme Industry Partner(s):</td><td>Not Applicable.</td></tr>
<tr><td>Programme Technology Partner(s):</td><td><table><tr><th>Organisation</th><th>Programme Role</th></tr><tr><td>CADFEM</td><td>Provides access to relevant Ansys technology, online training and technical support to Participants selected for the CADFEM / Ansys pathway.</td></tr><tr><td>MathWorks</td><td>Provides access to relevant MathWorks technology, remote training and technical support to Participants selected for the MathWorks pathway.</td></tr><tr><td>Cadence Design Systems</td><td>Provides relevant technology access and an in-person two-day technical workshop to Participants selected for the Cadence pathway.</td></tr></table></td></tr>
<tr><td>Programme Investment Partner(s):</td><td>Not Applicable.</td></tr>
<tr><td>Consortium Applications:</td><td>An application from a Consortium is not permitted under this Competition.</td></tr>
<tr><td>Programme Benefits:</td><td>Participants will receive the benefits applicable to their selected Technology Partner pathway as set out below.

<u>CADFEM / Ansys pathway</u>

1. Access to Ansys software licences relevant to your/the proposed use case for a period of six months.
2. Access to online training relevant to the Ansys technology being explored by the Participant.
3. Individual technical expertise and support delivered online in the form of weekly one-to-ones for 8 weeks, tailored to the Ansys software products relevant to your/the proposed use case

<u>MathWorks pathway</u>

1. Two days of remote training on relevant MathWorks technology.</td></tr>
</table>

	2. Access to MathWorks software licences relevant to your/the proposed use case for a period of eight weeks. 3. Individual technical expertise and support delivered online in the form of weekly one-to-ones for 8 weeks, tailored to the MathWorks software products relevant to your/the proposed use case **<u>Cadence Design Systems pathway</u>** 1. A two-day in-person technical workshop delivered at a Cadence training location in Belfast, Bracknell or Nottingham . 2. Access to relevant Cadence technology as required for delivery of the workshop. 3. Relevant technical expertise and supporting learning resources during the workshop.
Digital Catapult's Collaborative Benefits:	Not Applicable.
Payment Basis:	Not Applicable.
Key Obligations:	**Participants must:** 1. Nominate an appropriate primary contact to participate in and coordinate their organisation's involvement in the Programme. 2. Participate in the training and technical support activities applicable to their selected Technology Partner pathway. 3. Make appropriate personnel available to engage with Digital Catapult and the relevant Programme Technology Partner during the Programme. 4. Provide information reasonably required to support delivery of the Programme and their selected technology pathway. 5. Use any software, licences, platforms, equipment or other technology provided through the Programme in accordance with the applicable Technology Partner terms and for the permitted duration. 6. Participate in reasonable Programme monitoring, feedback and evaluation activities. **Cadence Design Systems pathway only:** Participants must attend the required two-day in-person workshop at the specified Cadence training location.
Minimum Requirements:	Applicants must: 1. Be a UK-based registered company and undertake the Programme activity in the UK. 2. Be eligible to receive the applicable amount of State Assistance associated with participation in the Programme. 3. Be able to participate in the delivery format applicable to their selected Technology Partner pathway.
Desirable Criteria:	• Have a clearly defined business or technical challenge that they wish to explore through the Programme. • Be able to identify a clear objective for what they would like to learn, test or explore through participation. • Demonstrate a reasonable alignment between their challenge and their selected Technology Partner pathway.

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Have appropriate personnel available to actively participate in the Programme.
Be able to demonstrate organisational commitment to exploring the identified challenge.

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<tr><td>Key Dates:</td><td>
<table>
<tr><th>Description</th><th>Date</th></tr>
<tr><td>Competition Opens</td><td>8th October 2026</td></tr>
<tr><td>Application Deadline</td><td>19th November 2026</td></tr>
<tr><td>Intended confidential notification of all Applicants</td><td>4th December 2026</td></tr>
<tr><td>Intended public announcement of successful Participants</td><td>January 2027</td></tr>
<tr><td>Programme Start Date</td><td>11th January 2027</td></tr>
<tr><td>Programme End Date</td><td>March 2027</td></tr>
</table>
</td></tr>
<tr><td>Programme Branding & Publicity Requirements:</td><td>N/A</td></tr>
<tr><td>Recipient Judges:</td><td>Internal Judge(s): will receive all the information contained in the Application necessary to assess the Applicant against the published Scoring Criteria.

Programme Technology Partner Judge(s): the relevant Programme Technology Partner will receive the information contained in Applications submitted to its Technology Partner pathway that is necessary to assess technical suitability and deliverability. Programme Technology Partner Judges will not receive personal information that is not required for the assessment or subsequent Programme delivery.

Independent Judge(s):

Independent Judges will receive the application information required to assess the use case, technical uncertainty, potential value, proposed contribution and delivery capability. Personal contact information will not be shared.</td></tr>
<tr><td>Recipient Programme Partners:</td><td>CADFEM: will receive relevant information from Applications submitted to the CADFEM / Ansys pathway for the purposes of technical assessment and, for successful Applicants, Programme delivery.

MathWorks: will receive relevant information from Applications submitted to the MathWorks pathway for the purposes of technical assessment and, for successful Applicants, Programme delivery.

Cadence Design Systems: will receive relevant information from Applications submitted to the Cadence pathway for the purposes of technical assessment and, for successful Applicants, Programme delivery.</td></tr>
</table>

Number of Applications:	One
Variants:	N/A
Submission Method:	Applications must be submitted online using the SimplyDo platform. Applications submitted by any other method will not be accepted.
Programme Contact Address:	ukdigitaltwincentreteam@digicatapult.org.uk
Selection Process:	All qualifying applications will be scored against the Scoring Criteria by the Internal Judge(s) and Independent Judge(s) panel to create a shortlist ("**Stage 1**"). Shortlisted Applicants will then be reviewed by the relevant Programme Technology Partner Judge(s), who will score against Scoring Criteria 3 only ("**Stage 2**"). A combination of the score from Stage 1 and Stage 2 will make up the final score, of which 75% will be from Stage 1, and 25% will be from Stage 2. Digital Catapult will make the final decision regarding acceptance 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:	Each criterion will be scored on a range from 0 to 5, where 0 is "Unacceptable or No Submission" and 5 is "Excellent". Scores will then be weighted as set out below. There are four criteria upon which qualifying Applications will be assessed: Criterion — Weight 1. Business Challenge — 30% 2. Desired Outcome — 20% 3. Technology Fit — 25% 4. Readiness and Commitment — 25% Total — 100% 1. Business Challenge – 30% The Applicant should clearly describe the business or technical challenge they are seeking to address, why it is important to their organisation and provide sufficient context to demonstrate the significance of the challenge. 2. Desired Outcome – 20% The Applicant should clearly describe what they would like to learn, test or explore through the Programme and demonstrate that the proposed outcome is realistic and relevant to the Programme. 3. Technology Fit – 25% The Applicant should explain why they selected their chosen Technology Partner

	and demonstrate a credible relationship between the selected technology, their challenge and the activity they would like to explore through the Programme. 4. Readiness and Commitment – 25% The Applicant should demonstrate that appropriate people, resources, technical capability and organisational support are available to enable meaningful participation in the Programme.
State Assisted Programme:	Yes, MFA applies
State Assistance Amount:	£3,500.00
Programme Collaboration Partner's Privacy Policy:	Not Applicable.
Data Controller:	Not used.

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 preProgramme 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 Twin Programme:	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 is 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 i n 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 progres 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 10.610.6, 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 COMPETITON TERMS

13.1. Benefits

13.1.1. All the benefits provided under the Programme by third-party organisations ("Suppliers") are subject to the Supplier's terms and conditions stated in the Programme Agreement.

13.1.2. Any optional benefits provided by third party organisations whose terms and conditions are not contained in the Programme Agreement will be agreed between the Participant and the Supplier directly.

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

13.2. Accessibility

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

13.3. Key Dates

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

13.4. Applications

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

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

13.5. Previous Applications

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

13.6. Personal Data

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

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

13.7. Programme Agreement

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

13.8. Participant Programmes

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

13.9. Data Retention

13.9.1. Digital Catapult 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.