

Grant Recipient Terms and Conditions for the CatapultRx: Medicines Manufacturing Start and Scale Up Programme

- A. These terms and conditions (including the Schedules) apply to the non-financial **Support** offered to grant recipients under the ("**Programme**"). In these terms "**we**" and "**us**" refers to Centre for Process Innovation Limited ("**CPI**") and "**you**" and "**your**" refers to the SME applying for the grant.
- B. By submitting an application, you agree to these terms and conditions which have been made available to you on commencement of your application and are also available from the Programme website which can be found at <https://www.uk-cpi.com/catapultrx>

Definitions

In these terms and conditions, we use various terms which are shown in this definitions section. Where these definitions are used, they will have the meanings set out below:

"Catapult Partner" means any or all of the three catapult centres delivering technical support to SMEs on this programme, that is the Cell and Gene Therapy Catapult (CGTC), Centre for Process Innovation Limited (CPI) and the Medicines Discovery Catapult (MDC)

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Group" means any undertaking which is your subsidiary undertaking or parent undertaking or a subsidiary undertaking of your parent undertaking, as defined in section 1162 of the Companies Act 2006.

"SME" means a Micro, Small and Medium Enterprise based on staff headcount and either of turnover or balance sheet total under <https://www.gov.uk/government/publications/life-of-a-company-annual-requirements/life-of-a-company-part-1-accounts#medium-sized-company-accounts> namely must meet the following criteria;

For accounting periods that begin on or after 6 April 2025

To be a medium-sized company, you must meet at least 2 of the following conditions:

- an annual turnover of no more than £54 million
- a balance sheet total no more than £27 million
- no more than 250 employees on average

For accounting periods beginning between 1 January 2016 and 5 April 2025

To be a medium-sized company, you must have met at least 2 of the following conditions:

- an annual turnover of no more than £36 million
- a balance sheet total no more than £18 million
- no more than 250 employees on average.

These ceilings apply to the figures for individual firms only. A firm that is part of a larger group may need to include staff headcount/turnover/balance sheet data from that group too.

“Support” means non-financial support and refers to the technical work and services provided to SME applicants by the Catapult Partners on this Programme. The nature of services available is set out on the project webpage <https://www.uk-cpi.com/catapultrx>

1. Eligibility for the Programme

- 1.1. Centre for Process Innovation (CPI), being part of the High Value Manufacturing Catapult, will work with the Cell and Gene Therapy Catapult and the Medicines Discovery Catapult to commit up to £890 000 to support businesses within the medicines manufacturing sector, to accelerate growth through innovation. This funding is from Innovate UK and part of the Transforming Medicines Manufacturing Programme.
- 1.2. Early stage companies in the Medicines Manufacturing sector face significant challenges in accessing the facilities, expertise, and networks needed to accelerate innovation and growth. To address this, Innovate UK will invest in the CatapultRx Start and Scale programme – a targeted initiative designed to support high-potential medicines manufacturing SMEs. The programme will enable access to the combined capabilities of the UK’s health-related Catapults: Centre for Process Innovation Limited (CPI), the Cell and Gene Therapy Catapult (CGTC), and the Medicines Discovery Catapult (MDC).

The Programme is open for applications until 17:00 p.m., on Friday 21st November 2025. We reserve the right to extend this deadline or close applications early if we reach capacity before this date. For you to be eligible to receive Support on the Programme you must fulfil the following criteria both at the point of application and also, if you are successful, when that Support is delivered to you:

- 1.2.1. Applications must be from a UK Companies House registered SME company which is developing an innovative product or process linked to the development or manufacture of human medicines. Any Funding you receive must not cause you or your Group to exceed the limit for Minimal Financial Assistance under Subsidy Control Act 2022 which are detailed in paragraph 3 below.
- 1.2.2. You must be prepared to support our promotion of the Programme, including providing information for a case study and taking part in any Programme evaluation surveys. You must also complete an industrial survey

about challenges and opportunities in the UK MedTech industry

- 1.2.3. Your company must be based within the UK. Companies that have most of their activities outside of the UK but have a company registered in the UK for functions such as regional sales, are excluded from receiving Funding.
- 1.3. The scope of Support requested by you must be aligned with the programme and deliverable. Your application will be assessed for technical fit and deliverability with Catapult Partners' capability, capacity, resource availability and in line with time and budget constraints. We reserve the right to reject your application if your project is not deliverable within these constraints. We reserve the right to determine in our absolute discretion whether you are eligible for Support both at the point of your application and also, assuming you are successful, when you receive that Support. We also reserve the right to withdraw your registration from the Programme if, for any reason we identify that you are ineligible. If this happens, work on your project will cease and you may be required to repay the value of Support provided to you. We therefore urge you to carefully check your eligibility on an ongoing basis. If you have any questions please ask us.

2. Support

- 2.1. This Support is being awarded under the Minimal Financial Assistance provision under Subsidy Control Act 2022.
- 2.2. The Support awarded to you on this programme is non-financial support and is delivered in the form of technical services. For the avoidance of doubt, no cash will be paid to you, and there is no fee payable by you.
- 2.3. The value of support available for each grant recipient is up to a maximum of £90,000.
- 2.4. The value of support is the calculated gross grant equivalent, this is the commercial value of the Support if it was delivered on commercial terms.
- 2.5. If your application is successful and you are selected, a scope of work and a collaboration agreement will be agreed between you and the nominated Catapult Partner delivering the support.
- 2.6. We reserve the right to adopt a portfolio approach across the competition. We do this to ensure that there is a diversity of sectoral applications for the Support.
- 2.7. We reserve the right to stop delivering Support at any time.
- 2.8. Our decisions in relation to the Programme including but not limited to eligibility of applicants and decisions whether to award Support are final. We will not enter into correspondence relating to our decisions.

3. Subsidy Control

- 3.1. As the Programme is publicly funded, the Subsidy Control regime under the Minimal Financial Assistance provision of the Subsidy Control Act 2022 (MFA) applies to the Programme. MFA allows for £315,000 per SME or Group over any period of three fiscal years, including the current year. You can find government guidance on Subsidy Control here: <https://www.gov.uk/government/publications/subsidy-control-a-guide-for-beneficiaries/subsidy-control-a-guide-for-beneficiaries>

You are advised to read section 7 entitled “Minimal financial assistance subsidies”.

- 3.2. Given that you / your Group cannot receive more than £315,000 MFA over a period of three fiscal years, including the current year, you must declare to us whether Support you receive through this Programme would cause you or your Group to exceed the MFA limit. You will be ineligible for any funding under MFA which exceeds this limit. The obligation to declare is ongoing throughout the Programme and you must immediately notify us if you or your Group’s entitlement to Support changes in any way.
- 3.3. In the event you become ineligible at any point during the Programme, we will have the immediate right to cancel, suspend or withdraw your participation in the Programme and you will be required to immediately repay the value of Support delivered to you.

4. Your responsibilities

- 4.1. You are responsible for checking that you meet and continue to meet the eligibility requirements for the Programme.
- 4.2. You will be asked to self-certify to us that you meet the eligibility criteria in paragraph 1.2 above.
- 4.3. You are responsible for providing to us, as soon as is practicable, all the information reasonably requested by us concerning your application to the Programme, including any additional information that we may consider necessary for the purposes of processing your application, deciding on your award amount or in relation to the operation of the Programme. If you do not respond to any reasonable request for information within 14 days, we may decide to decline your application or, where relevant, withdraw our offer to you of Support.
- 4.4. You agree to provide reasonable information and assistance to support our promotion of the Programme, including providing information for a case study and taking part in any Programme evaluation surveys.
- 4.5. You may only participate in the Programme and benefit from Support up to the limit of the value of Support awarded to you.

- 4.6. You must immediately inform us of any changes to the information submitted in your application. Changes will need to be reviewed by us to determine if they impact your eligibility for the Programme. Changes to your submitted information or failure to inform us of these changes could result in you being withdrawn from the Programme and suspension of any ongoing Support as a result.
- 4.7. You must not do or omit to do anything which would cause us to breach the terms and conditions of the grant offer letter which applies to the Support and the Programme. If you have any questions, please ask.

5. Liability

- 5.1. We accept no liability, whether direct or indirect, for errors you may make in your application or for any consequences which may arise from your participation in the Programme, including, but not limited to, liability for any damages or other costs arising from or associated with the Programme.
- 5.2. We accept no liability for incomplete, false or misleading information given by you. Where incomplete, false or misleading information is given to us by you, we reserve the right to cancel your Support and/or reclaim the value of Support provided from you in full. To the extent that our liability has not been excluded, our liability for any Losses will be limited to the value of the Funding issued to you.
- 5.3. In circumstances where you suffer loss or damage arising out of or in relation to these terms and conditions, we accept no liability and will not reimburse you for any Losses.
- 5.4. You shall indemnify and hold harmless CPI with respect to all actions, claims, charges, demands, Losses and proceedings arising from or incurred by reason of your actions and/or omissions in relation to your participation in the Programme, the non-fulfilment of obligations by you under these terms and conditions, your obligations to third parties or your Regulatory Provider or their obligations to you.

Nothing in these terms and conditions shall limit any of our liability that cannot legally be limited.

For the purposes of this Clause “**Losses**” means all losses including (but not limited to) indirect and consequential loss, loss of profit, reputation and/or goodwill liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and Loss will be interpreted accordingly.

6. Data Protection

- 6.1. Where applicable, we and you agree to comply with all applicable Data Protection Legislation. Any personal data (of your employees, company representatives or

otherwise) provided by you to us will be used in accordance with our privacy statement located at <https://www.uk-cpi.com/legal/privacy>

- 6.2. We may share your completed application and any questionnaires completed as part of the Programme with other entities working with us on this Programme as follows:

Entity	Purpose of Sharing
Cell and Gene Therapy Catapult (CGTC)	Management, monitoring and delivery of the programme, and delivery of support to SMEs
CPI Group Companies	Compiling reports, knowledge sharing and collaborative opportunities
High Value Manufacturing Catapult and Innovate UK	Engagement and impact reporting
Innovate UK (Programme Funder)	General reporting related to the funded programme
Medicines Discovery Catapult (MDC)	Management, monitoring and delivery of the programme, and delivery of support to SMEs
Subcontracted Technical Experts	Advising on delivery of the Programme and preparation of Project Reports

- 6.3. You will comply with any additional data protection procedures notified by us and ensure that (a) you have provided such employees, company representatives or otherwise (as applicable) with our privacy statement; and (b) all fair processing notices have been given and/or, as applicable, consents are obtained to enable us to process the relevant data for the purpose of the Programme.

- 6.4. At our request you agree to comply with such additional provisions as we may reasonably determine to be necessary in order to enable us and you to comply with our respective obligations under applicable Data Protection Legislation.

7. General

- 7.1. Participation in this Programme will constitute acceptance of these terms and conditions and you agree to be bound by these terms and conditions in line with point B above.
- 7.2. Support is not transferable.
- 7.3. No more than one Support project can be awarded per legal entity or Group.

- 7.4. The Contracts (Rights of Third Parties) Act 1999 does not apply to these terms and conditions and no person other than you and us have any rights under it.
- 7.5. These terms and conditions and any dispute or claim arising out of or in connection with them or the Programme shall be governed by and in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions and/or the Programme.
- 7.6. We reserve the right to discontinue or otherwise vary the terms and conditions of the Programme in any way upon reasonable notice without incurring any liability. You will be bound by the version of these terms and conditions that are in force on the date of your application. The current terms are available on request at any time.
- 7.7. We reserve the right to end the Programme at any time.