

STATUTE OF THE INDRC INSTITUTE

This document regulates the internal organization of the International Neurodegenerative Disorders Research Center, zapsaný ústav, with its registered office at Evropská 2758/11, Dejvice, 160 00 Prague 6, ID No.: 118 83 383, registered with the Municipal Court in Prague under file No. U 1004 (the “INDRC” or “Institute”) and sets out details of its activities (the “Statute”), in accordance with Article 10 of the Memorandum of Association.

The Statute was approved by Resolution No. xxx of the Executive Board on December 18, 2024. Any amendments thereto shall be approved by the Executive Board by a two-thirds majority of the Executive Board members present. This Statute further regulates certain issues not covered by the Institute’s Memorandum of Association. In the event of any conflict of interpretation, the Memorandum of Association of the Institute shall always prevail.

1. THE INSTITUTE’S EXECUTIVE BOARD

- 1.1. The Executive Board has 9 members in accordance with Article 10 (3) of the Institute’s Memorandum of Association.
- 1.2. In accordance with Article 10 (3) of the Institute’s Memorandum of Association, three members are appointed by the founders as follows:
 - 1.2.1. each of the founders nominates one candidate, whose name is sent to the Institute Director, the Institute Director subsequently creates a list of nominees, the list of nominees is sent by the director to the founders of the Institute, the nominees are subsequently voted on by correspondence (including using electronic communication) by the founders. Each founder has one vote.
 - 1.2.2. the candidates who receive the most votes in the voting become the representatives of the founders on the Executive Board. In the event of a tie between two or more candidates, all founders shall vote again on the candidates who received the same number of votes. In the event of a tie vote between two or more candidates, the decision shall be made by drawing lots with the participation of the director and an impartial, independent person.
 - 1.2.3. a candidate who receives no votes cannot be elected as a member of the Executive Board.
- 1.3. In accordance with Article 10 (3) of the Institute’s Memorandum of Association, five members are appointed by the statutory partners as follows:
 - 1.3.1. each of the statutory partners nominates two candidates, whose names are sent to the Institute Director, the Institute Director subsequently creates a list of nominees, the list of nominees is sent by the director to the statutory partners of the Institute, and the statutory partners vote on the nominees by correspondence (including using electronic communication). Each statutory partner shall have one vote.
 - 1.3.2. the candidates who receive the most votes in the voting become the statutory partners’ representatives on the Executive Board. In the event of a tie between two or more candidates, all statutory partners shall vote again on the candidates receiving the same number of votes. In the event of a tie vote between two or more candidates, the decision shall be made by drawing lots with the participation of the director and an impartial, independent person.
 - 1.3.3. a candidate who receives no votes cannot be elected as a member of the Executive Board.
- 1.4. In accordance with Article 10 (3) of the Institute’s Memorandum of Association, one member is appointed by the partners as follows:
 - 1.4.1. each partner nominates two candidates, whose names are sent to the Institute Director, the Institute Director then creates a list of nominees, the list of nominees is sent by the director to the partners of the Institute, and the nominees are then voted on by correspondence (including by electronic means) by the partners. Each partner has one vote.

- 1.4.2. the candidate who receives the most votes in the voting becomes the Partners' representative on the Executive Board. In the event of a tie between two or more candidates, all partners shall vote again on the candidates who have received the same number of votes. In the event of a re-vote tie between two or more candidates, the decision shall be made by a drawing of lots involving the director and an impartial, independent person.
- 1.4.3. a candidate who receives no votes cannot be elected as a member of the Executive Board.
- 1.5. The term of office of a member of the Institute's Executive Board shall be three years and shall commence on the day following the expiry of the term of office of the member of the Executive Board whom the new member is to succeed. The election of the successor of the member of the Executive Board must be made at least one month before the expiry of the term of office of the member of the Executive Board to be succeeded.
- 1.6. The Executive Board of the Institute is convened by its Chairman or the director upon the request of at least three members of the Executive Board.

2. MANAGEMENT TEAM OF THE INSTITUTE

- 2.1. INDRC management team is a group of professionals responsible for the operational management of the Institute in various areas (mainly IT, HR, finance, law, etc.).
- 2.2. The current positions in the management team of the Institute are (i) Institute Director, (ii) INDRC Science Director, (iii) CLARA Director, (iv) Scientific Manager Research & Technology. Institute Director may establish additional positions within the management team. At the same time, not all of the above positions need to be filled. Other management roles as determined by the Statute, internal policy, Institute Director or the Executive Board.
- 2.3. Institute Director position and term is governed by the founding deed and the Statute. Other members of the Management Team shall be appointed by the Institute Director, subject to consultation with the Executive Board, and shall serve terms aligned with the Institute's operational needs. Other obligations of the CLARA Director not listed here are governed by the CLARA Statute.
- 2.4. Responsibilities. The Management Team shall be in particular responsible for:
 - 2.4.1. Developing and implementing the Institute's strategic vision and mission.
 - 2.4.2. Developing multi-year strategic plans and annual operational plans that guide the Institute's activities.
 - 2.4.3. Reviewing and updating strategic objectives based on emerging trends, opportunities, and challenges in the Institute's areas of focus.
 - 2.4.4. Overseeing research, administrative, and operational activities to ensure high-quality outcomes.
 - 2.4.5. Encouraging excellence in research by establishing clear objectives, monitoring progress, and assessing outcomes.
 - 2.4.6. Promoting collaboration, knowledge exchange, and partnerships with external stakeholders.
 - 2.4.7. Ensuring compliance with applicable laws, regulations, and ethical standards in all activities.
 - 2.4.8. Identifying and pursuing funding opportunities, including grants, partnerships, and donations, to support research and operations.
 - 2.4.9. Ensuring compliance with all applicable laws, regulations, and ethical standards governing the Institute's activities.
 - 2.4.10. Establishing and implementing internal policies that promote accountability, transparency, and good governance practices.
 - 2.4.11. Overseeing the recruitment, retention, and professional development of staff in accordance with institutional policies.
 - 2.4.12. Representing the Institute in interactions with academic, governmental, and non-governmental organizations, as well as industry stakeholders.
 - 2.4.13. Establishing and maintaining strategic partnerships to advance the Institute's mission and enhance its impact.
 - 2.4.14. Engaging with the public to disseminate research findings and foster an informed understanding of the Institute's work.

- 2.5. All members of the Management Team must adhere to the Institute's internal regulations, policies, and procedures, ensuring that their actions align with established rules and standards. Internal regulations shall include, but are not limited to, policies on financial management, human resources, research ethics, data protection, conflict of interest, and intellectual property.
- 2.6. The Management Team is responsible for ensuring that these regulations are communicated effectively to other Institute's employees and members and updated regularly to remain compliant with applicable laws and best practices.
- 2.7. Members of the Management Team shall perform their duties with due care, skill, and diligence. Management Team members must act in good faith and with loyalty to the institute, avoiding any actions that could harm its reputation, operations, or interests.
- 2.8. Members of the Management Team are required to disclose any conflicts of interest and refrain from participating in decisions where such conflicts exist.
- 2.9. All Management Team members are obligated to maintain confidentiality regarding sensitive information acquired in their roles, including research data, financial information, and strategic plans. This obligation persists even after the termination of their role within the Institute.
- 2.10. The Management Team may delegate specific tasks or responsibilities to designated staff or committees, provided that adequate oversight mechanisms are in place.

3. SCIENTIFIC ADVISORY BOARD OF THE INSTITUTE

- 3.1. The Scientific Advisory Board is an discretionary body of the Institute, headed by the Chairman of the Scientific Advisory Board. The Scientific Advisory Board is an advisory body that proposes, develops, and specifies specific scientific projects in the field of research and development, education, foreign cooperation, and other issues of conceptual, strategic, and research-innovation nature, which are forwarded to the Institute Director, who informs the Executive Board. The conclusions of the Scientific Advisory Board are advisory and not binding on the Institute.
- 3.2. Members of the Scientific Advisory Board shall be nominated by the Chair of the Scientific Advisory Board or the Chair of the Executive Board, the founders of the Institute, or the Institute Director. The proposal under the preceding sentence shall be approved by the Institute Director or the Chairman of the Executive Board of the Institute, provided that a member of the Scientific Advisory Board may not be proposed and approved by the same person. There is no limit to the number of persons on the Scientific Advisory Board.
- 3.3. Information on the person of a member of the Scientific Advisory Board duly approved in accordance with paragraph 3.2 of this Article of the Statute must be forwarded to the Institute Director without undue delay, including the required contact details (e.g. e-mail, telephone).
- 3.4. The Chairperson of the Scientific Advisory Board shall be nominated by any member of the Executive Board or by the Director. The proposal under the previous sentence shall be approved by the Executive Board.
- 3.5. The term of office of a member of the Scientific Advisory Board shall be 3 years and shall commence on the date on which the member has been duly approved in accordance with the preceding provisions. There shall be no limit to the number of terms of office.
- 3.6. Members of the Institute's Scientific Advisory Board, including its Chair, are obliged to attend regular meetings of the Scientific Advisory Board.
- 3.7. A member of the Scientific Advisory Board may be removed at any time by the Chairman of the Scientific Advisory Board or the Institute Director.
- 3.8. The Chairman of the Institute's Scientific Advisory Board is part of the Institute's management team.

4. THE FOUNDERS OF THE INSTITUTE

- 4.1. The rights and authorizations of the founder may be transferred to another person who is approved by at least a three-fifths majority of all the founders in accordance with Article 7, paragraph 1 of the Institute's Memorandum of Association. The Founders shall designate their successors in the manner set out in paragraph 4.2 of this Article of the Statute.
- 4.2. The founder is obliged to notify the name of his/her successor (or alternate successors and their order) to all other founders, and in selecting his/her successor he/she undertakes to act in such a way that his chosen representative will take care of the good name of the Institute and promote and spread the idea for which the Institute was founded.
- 4.3. Notification pursuant to paragraph 4.2 of this Article of the Statute may be made by email or other electronic means of communication to all other founders and to the Institut Director, who shall keep a record of the successors of the founders.
- 4.4. The founders are required to hold a vote to approve the successor founder within 30 days of the date the successor founder notifies the other founders. If no vote is taken within this period, the successor shall be deemed to have been approved by the founders.
- 4.5. The successor to the founder is obliged to forward his/her contact details and all information required for entry in the Register of Institutes to the Institute Director, no later than 7 days after the date of the vote to approve the successor to the founder.
- 4.6. The Founders' Assembly may be convened by any of the Founders in accordance with Article 7, paragraph 7.3 of the Institute's Memorandum of Association.
- 4.7. The Founders' Assembly may also take place in the form of an online meeting, of which the founders must be duly notified in advance.
- 4.8. Prior to the holding of each meeting of the founders, the founders shall appoint a registrar among themselves, who shall, after the holding of the meeting of the founders, prepare minutes of the proceedings of the meeting and secure the signatures of all the founders who attended the meeting.
- 4.9. There is no limit to the frequency of the Founders' Assembly.

5. PARTNERS OF THE INSTITUTE

- 5.1. The amount of the annual partner contribution for each type of partner shall be approved by the Executive Board in the form of a separate internal regulation or decision. Prior the adoption of an internal regulation, the following shall apply:
 - 5.1.1. **Statutory Partner** is a person who pays the minimum annual partnership fee and is approved by the Executive Board. The minimum amount is determined by the Executive Board decision based on definition of the partnership candidate as determined by the EU definition of micro, small and medium-sized enterprises ([Commission Recommendation of 6 May 2003 2003/361](#)), regardless of the legal form of the enterprise, as follows:
 - i. Large enterprise - CZK 500,000;
 - ii. MidCap - CZK 200,000;
 - iii. SME and Research organizations as defined by Communication from the Commission Framework for State aid for research and development and innovation 2022/C 414/01 larger than microenterprise – 100,000CZK
 - iv. Micro enterprise, individuals and other entities not listed in i. – iii. - CZK 50,000;

5.1.2. **Partner** is a person who pays a minimum annual partnership fee and is approved by the Executive Board. The minimum amount is determined by the Executive Board based on definition of the partnership candidate as determined by the EU definition of micro, small and medium-sized enterprises ([Commission Recommendation of 6 May 2003 2003/361](#)) as follows:

- i. Large enterprise - CZK 250,000;
- ii. MidCap - CZK 100,000;
- iii. SME - 50,000CZK
- iv. Micro enterprise, individuals and Research organizations according to EC Framework (2022/C 414/01) larger than microenterprise - CZK 20,000, and other entities not listed in i. – iii.;

5.1.3. **Associate Partner** is a person approved by the Executive Board; the minimum fee for the Associate Partner is not determined.

(Statutory Partner, Partner, and Associate Partner, hereinafter collectively referred to as “**Partner**”).

The amount of the contribution may be changed at any time by a decision of the Institute’s Executive Board. A change in the amount of the contribution requires the consent of a majority of the members of the Executive Board present. The decision to change the amount of the contribution shall take effect for new Partners on the date of the acceptance of the change and for existing Partners on the first day of the calendar year following the date of the acceptance of the change.

- 5.2. The contribution is payable for the entire calendar year and the Partners are not entitled to a refund of the contribution already paid or any part thereof, regardless of the reason for the termination of the partnership. If any Partner becomes a Partner during a calendar year, it shall be obliged to pay the full amount of the contribution for that calendar year upon approval of the Partner by the Executive Board, in accordance with Article 5.5.
- 5.3. Each Partner may voluntarily pay a Partner fee in excess of the minimum Partner fee.
- 5.4. The partnership application shall be submitted to the Institute Director. A template for the partnership application is attached to this Statute.
- 5.5. The director will assess whether the conditions for the partnership have been met and subsequently submit a request for approval of a new Partner at the next meeting of the Institute’s Executive Board, which the the Institute’s Executive Board will then decide on. The director shall provide the Board with information on partnership applications well in advance of the Board meeting and may do so by e-mail. The Executive Board shall be entitled to request further information on the prospective Partner through the director or to invite the Partner’s representative to an in-person meeting.
- 5.6. If the new Partner does not pay the contribution within 30 calendar days from the due date of the invoice issued for the payment of the partnership fee, the Partner’s position in the Institute will automatically terminate.
- 5.7. The participation of a new Partner must not compromise the purpose, objectives, and mission of INDRC. The Executive Board may decide to terminate the partnership at any time if the Partner demonstrably compromises the purpose, goals, and mission of INDRC or violates INDRC’s bylaws. The dissolution of the Partnership may be proposed by the Director, any of the Partners, or any of the founders.

6. ASSEMBLY OF THE INSTITUTE

- 6.1. According to Article 11, paragraph 8, of the Institute’s Memorandum of Association, each member of the Assembly is entitled to send an alternate to the Assembly on his/her behalf by proxy.

- 6.2. If a member of the Assembly appoints an alternate for the Assembly meeting pursuant to paragraph 6.1 of this Statute, he/she shall notify the Institute Director in writing (by e-mail) at least 14 days before the meeting, including details of the alternate. The director shall then forward this information to the other members of the Assembly. If there is a change of alternate after this deadline, the representative of the Assembly member concerned or the member concerned shall notify the director without undue delay.
- 6.3. If a member of the Assembly does not designate an alternate, the person named as its representative in the partnership application shall be deemed to be its representative at the meeting.
- 6.4. The meeting may take place in the form of a face-to-face meeting, online using technical means, or per rollam. If the Assembly meets by roll call, Article 13 of the Memorandum of Association of the Institute shall apply mutatis mutandis.

7. SUPPORTERS, COLLABORATORS

- 7.1. The Institute distinguishes the following groups of supporters and donors
 - 7.1.1. Donor categories:
 - i. INDRC Platinum Supporter
 - ii. INDRC Gold Supporter
 - iii. INDRC Silver Supporter
 - 7.1.2. Cooperation with the above categories is linked to the communication between the director and the donor, and supporter and is fully within the dictates of the Institute Director. The determination of the amount of the gift to the Institute is at the discretion of the donor.
 - 7.1.3. The director shall inform the Executive Board of newly acquired supporters at each Executive Board meeting and update the Board on the status of supporters and publish a list of supporters and donors on the website and marketing materials.
 - 7.1.4. The duration of the partnership is usually one year, and the director decides whether to extend or terminate the collaboration/support.

8. CENTRE FOR ARTIFICIAL INTELLIGENCE AND QUANTUM COMPUTING IN SYSTEMS BRAIN RESEARCH

- 8.1. The Center for Artificial Intelligence and Quantum Computing in System Brain Research (hereinafter referred to as “**CLARA**”) is an independent accounting unit of INDRC, representing an interdisciplinary and distributed center of excellence primarily focused on the application of advanced methods and technologies of artificial intelligence, machine learning, and quantum and supercomputing tools to address the etiology of neurodegenerative diseases.
- 8.2. The founding partners of CLARA are: (i) INDRC, (ii) VŠB - Technical University Ostrava (VŠB-TUO, affiliated partner of INDRC); (iii) Czech Institute of Informatics, Robotics and Cybernetics, Czech Technical University in Prague (CIIRC-ČVUT); (iv) International Clinical Research Centre of St. Anna University Hospital in Brno (ICRC-FNUSA); (v) Paris Brain Institute (PBI); and (vi) Bayerische Akademie der Wissenschaften - Leibniz-Rechenzentrum (Leibniz Supercomputing Centre, BAdW-LRZ).
- 8.3. The organs of CLARA are the Supervisory Board (hereinafter referred to as the “**CLARA Supervisory Board**”) and the director (hereinafter referred to as the “**CLARA Director**”). Other optional organs of CLARA may be regulated by a separate CLARA Statute, which the CLARA Supervisory Board is authorized to issue and other bodies listed and the PCA or CLARA Statute.
- 8.4. CLARA Supervisory Board.

- 8.4.1. The CLARA Supervisory Board is the supreme supervisory body of the independent accounting unit CLARA.
- 8.4.2. The CLARA Supervisory Board is composed of 9 members. Each of the founding partners appoints one representative; 2 members of the CLARA Supervisory Board are appointed from the public sector or patient organizations or relevant international initiatives and 1 member is appointed from the industry sector; the method of appointment of the other members is regulated by the CLARA Statute.
- 8.4.3. Members of the CLARA Supervisory Board are eligible for reappointment. The term of office of a member of the CLARA Supervisory Board is six years.
- 8.4.4. The Chairman of the CLARA Supervisory Board is the representative appointed to the CLARA Supervisory Board from INDRC. The term of office of the Chairman of the CLARA Supervisory Board is six years, and the Chairman of the CLARA Supervisory Board may be reappointed.
- 8.4.5. The CLARA Supervisory Board shall exercise oversight over the strategic development of CLARA, compliance with the goals and purpose of CLARA, and the activities of the CLARA Director. The Supervisory Board's remit includes the following:
- i. approves the person of the CLARA Director, i.e. the person resulting from the selection procedure approved by the CLARA Supervisory Board;
 - ii. supervise the performance of the CLARA Director's duties;
 - iii. decides on CLARA's legal actions against the CLARA Director;
 - iv. approves the budget, the ordinary and extraordinary accounts, and the annual report of CLARA;
 - v. by a $\frac{2}{3}$ majority of all CLARA Supervisory Board members removes a member of the CLARA Supervisory Board who fails to perform the tasks of the CLARA Supervisory Board or violates the obligations set forth in the CLARA project, the CLARA statute, or the law;
 - vi. periodically informs the Chairman of the CLARA Supervisory Board of CLARA's activities and submits CLARA's audited financial statements to the to the Chairman of the CLARA Supervisory Board;
 - vii. declares a founding partner to be a defaulting party and to decide on the consequences thereof which may include termination of its participation, under the conditions of the PCA.
- 8.4.6. The CLARA Supervisory Board meets at least three times per calendar year. Meetings of the CLARA Supervisory Board shall be convened and chaired by the Chairman of the CLARA Supervisory Board or another member of the CLARA Supervisory Board elected by a supermajority (2/3) of the members of the CLARA Supervisory Board.
- 8.4.7. Save for decisions on dismissal of the CLARA Supervisory Board member where such a member must be dismissed by votes of $\frac{2}{3}$ of all members of the CLARA Supervisory board and where, the member who is to be dismissed is not entitled to vote nor is counted to the quorum, the CLARA Supervisory Board shall constitute a quorum if 2/3 of appointed members of the CLARA Supervisory Board are present. A decision of the CLARA Supervisory Board shall be adopted if a majority of all present members of the CLARA Supervisory Board agree with it.
- 8.4.8. Minutes of each meeting of the CLARA Supervisory Board shall be taken and signed by the registrar and the Chairmain of the CLARA Supervisory Board and shall be forwarded to the INDRC Director. In the event of a tie, the vote of the Chairman of the CLARA Supervisory Board shall prevail.

- 8.4.9. CLARA Supervisory Board meetings, voting, and decision making may be conducted using technical means (e.g. video conferencing) or per rollam.
- 8.4.10. Only a natural person with no prior criminal convictions and fully capable of exercising his/her legal capacity may be a member of the CLARA Supervisory Board.
- 8.4.11. Membership of the CLARA Supervisory Board is incompatible with serving as a CLARA Director.
- 8.4.12. The CLARA Supervisory Board shall issue a statute to regulate the internal organization of CLARA.
- 8.4.13. The term of office of a member of the CLARA Supervisory Board ends:
 - i. at the end of the term of office,
 - ii. by resigning as a member of the CLARA Supervisory Board on the date of delivery of the resignation to the CLARA Director,
 - iii. by Party's decision on the dismissal of its Supervisory Board member and the appointment of a new Supervisory Board member,
 - iv. by dismissal of a member of the CLARA Supervisory Board, for violation of the obligations stipulated by law or the CLARA Statute, or for failure to perform the duties of a member of the CLARA Supervisory Board. A member of the CLARA Supervisory Board may be removed by the CLARA Supervisory Board, without the member concerned voting,
 - v. by restriction of legal capacity,
 - vi. by death,
 - vii. the bankruptcy certificate of a member of the CLARA Supervisory Board.
- 8.5. The highest executive authority of CLARA is the CLARA Director, who represents CLARA externally and is empowered within CLARA to make decisions and take legal and procedural actions in administrative, operational, personnel, financial and scientific matters related to CLARA as defined in the Project Consortium Agreement (the "PCA"), the Grant Agreement (the "GA"), the CLARA Statute, or by the CLARA Supervisory Board.
 - 8.5.1. The CLARA Director is appointed by the INDRC Director based on the results of an independent selection process carried out by the CLARA Supervisory Board.
 - 8.5.2. The CLARA Director may be removed by the CLARA Supervisory Board if there is reasonable cause to believe that the CLARA Director has violated or is violating legal obligations or is in any way violating the terms of the CLARA Project.
 - 8.5.3. The CLARA Director can only be a natural person with no prior criminal convictions who is fully capable of exercising his/her legal capacity.
 - 8.5.4. Membership of the CLARA Supervisory Board is incompatible with the position of CLARA Director.
 - 8.5.5. The CLARA Director in particular:
 - i. manages and coordinates the activities of the CLARA project,
 - ii. the CLARA Director shall provide the CLARA Supervisory Board with an internal progress report at regular 6-month intervals, which shall include the information set out in the CLARA Statute, GA, PCA, or other relevant documents,

- iii. submits to the CLARA Supervisory Board the plan of activities and the budget for the following period,
 - iv. submits to the CLARA Supervisory Board financial statements certified by an independent auditor selected by the CLARA Supervisory Board,
 - v. ensures that all members of CLARA bodies (or other persons where relevant) participating on the CLARA Project are contractually bound to confidentiality at least at the level set under the terms of the PCA, the contractual confidentiality obligation shall remain in effect during the term of membership in the CLARA body and also after the termination of such membership, or as otherwise required by law, the confidentiality obligation shall apply to all confidential or proprietary information related to the CLARA Project.
- 8.6. INDRC's representative on the CLARA Supervisory Board is the INDRC Director or other person nominated by INDRC, whose position is approved by the INDRC Executive Board.
- 8.7. The CLARA Supervisory Board and the Chairman of the CLARA Supervisory Board shall be entitled to exercise control over the activities of CLARA and the activities of the CLARA Director and any other employees or contractors. The Chairman of the CLARA Supervisory Board and the inspection team appointed by him/her shall be entitled to inspect the documents, contracts, accounts, etc. of the CLARA project expeditiously and with a view to ensuring due diligence, and to request explanations on questions raised, provided that persons working in the CLARA project shall be obliged to provide the Chairman of the CLARA Supervisory Board with assistance.
- 8.8. If any provision of Article 8 of this Statute conflicts with the CLARA statute, the provisions of the CLARA statute shall prevail.

9. OVERHEADS OF PROJECTS AND ADDITIONAL ECONOMIC ACTIVITIES IN INDRC

- 9.1. The net non-investment overhead of INDRC grant projects (hereinafter referred to as "OP") is set at 13% of the direct non-investment costs budgeted in the grant project for INDRC as beneficiary. The OP will be used by the INDRC Director to cover the indirect costs of the Institute. At the same time, the INDRC Director will be able to provide the CLARA Director and the CLARA team with a portion of these funds. The INDRC Director will decide on the use of the OP.
- 9.2. The project overhead needs to be planned so that the project overhead covers the FP for INDRC, if the funder's rules and the grant project budget allow it. Otherwise, the researcher must agree on an exception with the INDRC Director prior to submitting the grant project. In the case of CLARA projects, the CLARA Director decides on this exception, with the missing INDRC share of the overhead being made up from other CLARA sources or by negotiating an exception from the INDRC Director. The balance of the overhead after payment of the OP will be provided to the INDRC organizational unit responsible for the implementation of the grant project, which will transfer 2/3 to the research team as decided by the principal researcher.
- 9.3. In the case of projects of complementary economic activities (commercial projects), the overhead levy for INDRC is set at 30% calculated on INDRC's margin from the commercial project. The remaining margin will be received by the INDRC unit responsible for the implementation of the grant project, which will pass on half to the research team as decided by the principal researcher.
- 9.4. INDRC's flat rate overhead on the investment costs of INDRC projects is not fixed, but may be determined by agreement between the INDRC Director, the head of the unit concerned, and the principal researcher, to take account of the institutional complexity of the process of implementing the investment action.
- 9.5. The CLARA organizational unit may adopt additional adjustments and allocations of overhead costs beyond (but not inconsistent with) Article 9.