
Annex 3 to Deliverable 2.5

Conflict of Interest Policy



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Document Status – History of Changes

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v02	17/06/2025	Petra Lančová, Vít Dočkal	Applicability of the document revisited, action instruments to be mandatory for the coordinator and recommended for other CLARA partners (see Specific provisions).
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Conflict of Interest

Confidentiality

Does this report contain confidential information?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the report restricted to a specific group?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes, please precise the list of authorised recipients:</i>

Table of Contents

1.	Purpose and Scope	5
2.	Supervision	5
3.	Definitions	5
4.	Responsibilities	6
5.	Requirements	6
5.1.	Identification of Conflict of Interest	6
5.1.1.	Actual Conflict of Interest	6
5.1.2.	Potential Conflict of Interest	7
5.1.3.	Perceived Conflict of Interest	7
5.1.4.	Examples	7
5.2.	Disclosing Conflict of Interest	8
5.3.	Assessing and mitigation of Conflict of Interest	8
5.4.	Obligations.....	9
5.4.1.	All CLARA Personnel	9
5.4.2.	Director	9
6.	Specific provisions	9
7.	Annexes	10
7.1.	Annex 1: Disclosure Form	10

1. Purpose and Scope

The purpose of this Policy is to allow proactive detection and disclosure of CLARA Personnel's Conflicts of Interest situations and to provide a guidance on how to identify and manage Conflicts of Interest situations. Its goal is to minimize associated risks and safeguard CLARA's integrity and core values.

This Policy applies to all CLARA Personnel.

This Policy sets the minimum standard that must be complied with. In cases where legal regulations or contractual obligations set higher standards, these higher standards must prevail.

2. Supervision

The CLARA Director holds responsibility for ensuring compliance with the provisions of this Policy.

3. Definitions

For the purpose of this Policy:

CLARA means project Center for Artificial Intelligence and Quantum Computing in System Brain Research.

CLARA Director means a person who was appointed a director or interim director of the CLARA Project by INDRC.

CLARA Personnel or you mean any employee, or member of any of the CLARA partners or member of supervisory, executive or advisory body of CLARA.

Conflict of Interest means situations where there is a risk that CLARA Personnel's Personal Interest will interfere with or has the appearance of interfering with INDRC's legitimate business interests. Conflicts of interest can occur when personal interests, relationships, or affiliations potentially compromise an individual's professional judgment or objectivity. Depending on the character of the situation, a distinction is made between actual Conflict of Interest, potential Conflict of Interest, or perceived Conflict of Interest, as specified in Article 5 of this Policy.

Director means INDRC Director or CLARA Director or a director of any Party of CLARA. Each Director shall exercise the rights and responsibilities of a Director under this Policy with respect to the specific branch, unit, or project they oversee. When this Policy instructs INDRC Personnel to contact "the Director," it shall be understood to mean the Director of the branch, unit, or project to which the Personnel are assigned.

Disclosure Form means the document to be completed by CLARA Personnel as required in Section 5.3 of this Policy. A template of Disclosure Form is attached hereto as the Annex 1.

Gift means anything of value provided free of charge; may include money, goods, services, loans etc., even if seemingly given as a mark of friendship or appreciation.

INDRC means International Neurodegenerative Disorders Research Center, zapsaný ústav and other branches, unites or projects created under the INDRC, or project which are under the supervision of INDRC, including CLARA, or project on which INDRC cooperates with other organizations.

INDRC Director means a person who was appointed an executive director of INDRC.

Item of Value means any item which has a significant or non-customary value given the opportunity under which it is provided.

Personal Interest means personal gains or benefits, economic or otherwise, for CLARA Personnel or Related Person.

Policy means this Policy on Conflict of Interest.

Related Person means spouses, partners, dependent or adult children, parents, siblings, relatives, or any persons economically or personally linked to CLARA Personnel. It also covers entities controlled by or substantially benefiting CLARA Personnel or their Related Persons.

Third Party means any person who has or may have, due to her/his functions or responsibilities, an influence in any capacity to take or not a decision relating to any existing or future CLARA product, or to any CLARA activities.

4. Responsibilities

The Director oversees communication, dissemination, training, and adherence to this Policy.

CLARA Personnel must familiarize themselves with the Ethical Codex, including all appendices, before starting work.

CLARA expects all CLARA Personnel to conduct themselves in an exemplary manner and to fully comply with the provisions herein. Failure to comply with the terms of this Policy may be subject to disciplinary actions in accordance with applicable labor law(s) as applicable.

5. Requirements

5.1. Identification of Conflict of Interest

Recognizing and resolving Conflict of Interest preserves CLARA's integrity and ensures fair and unbiased decisions. Identifying Conflict of Interest early helps INDRC maintain transparency, build trust among stakeholders, and uphold high ethical standards. Consistent recognition and diligent management of Conflict of Interest reinforce the INDRC's credibility and its ability to make impartial, reliable decisions for the benefit of all involved parties.

CLARA Personnel shall without delay notify CLARA Director and/or Ethics & Security Manager potential personal or institutional conflicts, and risks of conflict of interest, risk of misuse, without which the results may neither be released nor the project formally terminated.

5.1.1. Actual Conflict of Interest

An actual conflict arises when an CLARA Personnel member's personal interests directly influence their decision-making process, potentially resulting in actual harm, unfairness, or impropriety. Such conflicts can seriously

compromise the integrity of the decisions made and may lead to biased outcomes that are not aligned with CLARA's mission, policies, or ethical standards.

5.1.2. Potential Conflict of Interest

A potential Conflict of Interest is defined as a situation in which there is the possibility, however remote, that there may be a conflict of interest in the future. Potential Conflicts of Interest involve tangible harm or bias.

5.1.3. Perceived Conflict of Interest

A perceived Conflict of Interest is defined as the occurrence of a perception or suspicion that an INDRC Personnel member's personal interests may have the capacity to influence their decision-making processes, even in the absence of any actual impropriety or harm having been caused. The concept pertains to the subjective perception of the situation from an objective standpoint, irrespective of the existence of an actual conflict of interest. Perceived Conflicts of Interest focus on perception and risk.

5.1.4. Examples

The subsequent list is intended to serve solely as an illustrative exemplar and is by no means exhaustive of all instances in which a Conflict of Interest may be deemed to exist. In the event of any uncertainty, please consult with the Director.

External commitments

- Serving on a board of directors of any customer, vendor or competitor of CLARAC.
- Working for or consulting, or receiving fees, remuneration commissions or any other compensation from a Third Party (e.g. vendor of CLARA) while employed or engaged by CLARA.
- Engaging in self-employment or having external engagement which is in direct or indirect competition with CLARA.
- Directly or indirectly acquiring or owning any interest in property or assets of any kind for the purpose of selling (transferring ownership) or leasing it to CLARA.
- Having a direct or indirect financial interest in or relationship with a competitor of CLARA, Third Party or any Related Person doing business with CLARA.
- Soliciting personal benefits from a Third Party for influencing a favorable decision of CLARA towards this Third Party (e.g. decision making about donations, any type of grants).
- Any outside activity substantial enough to raise questions about an CLARA Personnel member's ability to devote appropriate time and attention to her/his assigned job responsibilities.
- External primarily scientific activity should be assessed on a case-by-case basis.

Personal relationships

- Employment (or application for employment) of Related Person by CLARA or a competitor or Third Party.
- Purchasing goods or services on behalf of CLARA from a Related Person or a third company in which Related Person has any interest.
- Improper favoritism in workplace decisions involving Related Persons.

Other

- Changes in personal situations that may potentially lead to a Conflict of Interest.
- Using CLARA's financial insights or confidential data for personal gain.
- Executive interests in donor businesses impacting funding decisions.
- Employing or engaging healthcare professionals who also hold influential public roles affecting CLARA.

Receiving an Item of Value other than a purely token Gift

The acceptance of a Gift from any Third Party may result in the recipient feeling obliged to return the gesture, thereby compromising the impartiality of their decision-making and potentially leading to perceptions of corruption. This could be viewed as an attempt to influence CLARA Personnel in a manner that is not aligned with professional standards.

It is important to be aware of any Gifts or Items of Value that may potentially give rise to a Conflict of Interest.

5.2. Disclosing Conflict of Interest

All CLARA Personnel that have knowledge of an actual or potential and probable Conflict of Interest must disclose it (see Subsections 5.1.1 and 5.1.2 of this Policy) to the attention of the Director prior to engaging in the transaction, activity or relationship giving rise to the situation to be disclosed.

Perceived Conflict of Interest (see Subsection 5.1.3 of this Policy) is not required to be disclosed unconditionally at all times. The decision whether to disclose a perceived Conflict of Interest and provide a statement to the CLARA is at the discretion of each member of CLARA Personnel, depending on the nature of the particular situation and potential risks. Disclosure of perceived Conflict of Interest is strongly recommended, particularly in cases that come close to qualifying as a potential or actual Conflict of Interest.

In certain cases, individuals seeking to apply for a grant on behalf of CLARA or in case of doubt or in case of reasonable grounds to suspect a conflict of interest (esp. in relation to a scientific work), CLARA Personnel is required to complete a Disclosure Form (see Annex). This requirement is intended to ensure transparency, identify potential Conflicts of Interest, and uphold the integrity of CLARA's grant-related activities. Determination of whether the Disclosure Form is required will be made based on the nature of the grant and the applicant's relationship to CLARA. In cases of uncertainty, the final decision will be made by the Director.

CLARA Personnel is obliged to transparently declare that they are employees, consultants, contractors, or member of any governing, supervisory or advisory body of CLARA whenever they write or speak in public about a matter that pertain to or may be perceived as relating to the work or mission of CLARA. This obligation applies throughout the entire duration of their engagement with CLARA and continues for a period of two years following its termination.

5.3. Assessing and mitigation of Conflict of Interest

The Director and or Ethics and Security Manager shall assess the situation of which she/he has been made aware of under this Policy. At this stage, she/he can assess if there is or is not a potential or an actual Conflict of Interest.

In case of potential or actual Conflict of Interest, the Director must request the review of the situation by additional reviewers. On a case-by-case basis, additional reviewers may be identified based on the required expertise(s) to assess the situation. If needed, the Director will request more detailed information and the concerned CLARA Personnel member must provide all necessary assistance without delay.

The Director must evaluate each situation on a case-by-case basis and the potential risk level for both CLARA and the CLARA Personnel. If needed, the Director shall determine mitigating/corrective action plan(s).

All individuals engaged in the assessment and mitigation of Conflicts of Interest are obligated to maintain the confidentiality of the information obtained in this capacity. This information may be utilized solely for the purposes of the assessment/mitigation, otherwise required by applicable law.

5.4. Obligations

5.4.1. All CLARA Personnel

Each member of CLARA Personnel:

- is obliged to promote the best interests of CLARA;
- must respect that when dealing with the Third Parties and/or with government authorities, it is not appropriate for any CLARA Personnel to use her/his CLARA work function either directly or indirectly (via Related Person, co-workers, etc.) to obtain personal benefits;
- is strongly encouraged to refer to this Policy to disclose the situation to the Director and to ask her/him for detailed guidance and advice each time a member of CLARA Personnel is unsure of whether a certain transaction, activity or relationship may constitute a Conflict of Interest or not;

Failure to comply with this Policy may be, in compliance with applicable labor law(s), subject to disciplinary actions, as applicable.

5.4.2. Director

The Director is responsible for leading the process of the assessment of Conflict of Interest. If the Director finds there is no actual or potential Conflict of Interest, she/he archives it in the INDRC Personnel member's personal files.

If the Director considers there is an actual or potential Conflict of Interest, she/he:

- requires the review of the situation;
- in case an action plan is decided, monitors such action plan until the Conflict of Interest situation is solved.

6. Specific provisions

Following provisions are mandatory only to the CLARA Coordinator (INDRC and its personnel). Other CLARA Partners are encouraged to follow this recommended practice.

- INDRC Personnel may accept a token Gift provided that it is given as a matter of social courtesy and does not appear to compromise their independence. To illustrate this point, consider a scenario in which a vendor offers a uniform token Gift to all customers during the holiday season.
- It is important to acknowledge that the interpretation of "token Gift" may vary significantly between different cultural and economic contexts.
- To avoid situations that could compromise or give the impression of compromising the impartiality of an INDRC Personnel member, said INDRC Personnel member should refrain from both direct and indirect solicitation of personal advantages or interests from Third Parties, irrespective of form (for example, token gifts, discounts, invitations, travel tickets or hotel accommodation).
- All Gifts, hospitality events or travelling invitations received by an INDRC Personnel must be disclosed as potential Conflicts of Interest. It should be noted that token Gifts, as outlined above, are not subject to this obligation.
- The receipt of Gifts or hospitality that could create a potential Conflict of Interest should be avoided at all times.
- Should the Gift fail to meet the requirements of this Policy, it is incumbent upon any INDRC Personnel to return it in a courteous manner, while simultaneously clarifying that acceptance of the Gift would be in contravention of the INDRC Policy. This protocol is equally applicable to event invitations and entertainment.

7. Annexes

7.1. Annex 1: Disclosure Form

Annex I

Disclosure Form

(To be filled in by INDRC Personnel)

DISCLOSURE FORM

Date: Click or tap to enter a date.

Your Name: Click or tap here to enter text.

A key element of protecting CLARA integrity and reputation is ensuring that its decision-making processes are not affected by Conflicts of Interest. This Disclosure Form is designed to identify and address both actual and potential or perceived, as the case may be, Conflicts of Interest.

Therefore, you are asked to respond to the following questions to the best of your knowledge.

When filling this Disclosure Form, please avoid as much as possible giving names or other identifiers of individuals but you may be asked to describe a relationship you have with this individual (e.g. family member, associate or partner).

	Name all entities with whom you have this relationship or indicate none (add rows as needed)	Specifications/Comments (e.g., if payments were made to you or to your institution)						
Time frame: Since the initial planning of the work								
1	All support for manuscripts (e.g., funding, provision of study materials, medical writing, article processing charges, etc.) No time limit for this item.	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td>Click the tab key to add additional rows.</td></tr> </table>						Click the tab key to add additional rows.
	Click the tab key to add additional rows.							
Time frame: past 36 months								
2	Grants or contracts from any entity (if not indicated in item #1 above).	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>						

		Name all entities with whom you have this relationship or indicate none (add rows as needed)	Specifications/Comments (e.g., if payments were made to you or to your institution)						
3	Royalties or licenses	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
4	Consulting fees	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
5	Payment or honoraria for lectures, presentations, speakers bureaus, manuscript writing or educational events	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
6	Payment for expert testimony	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
7	Support for attending meetings and/or travel	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
8	Patents planned, issued or pending	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							

		Name all entities with whom you have this relationship or indicate none (add rows as needed)	Specifications/Comments (e.g., if payments were made to you or to your institution)						
9	Participation on a Data Safety Monitoring Board or Advisory Board	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
10	Leadership or fiduciary role in other board, society, committee or advocacy group, paid or unpaid	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
11	Stock or stock options	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
12	Receipt of equipment, materials, drugs, medical writing, gifts or other services	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							
13	Other financial or non-financial interests	<input type="checkbox"/> None <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>							

Please place an "X" next to the following statement to indicate your agreement:

☐ I certify that I have answered every question and have not altered the wording of any of the questions on this form.