

ARTICLES OF ASSOCIATION

SECTION I – DEFINITIONS

“Act”	refers to the provisions of the Belgian Code of Companies and Associations of March 23, 2019.
“Affiliates”	means, with respect to an Association Member, any other legal entity that Controls, is Controlled by or is under common Control of such legal entity. For any avoidance of doubt, an Affiliate can never be an Association Member.
“Association”	means the Agricultural Crops Licensing Platform, abbreviated “ACLP” .
“Association Member”	means a legal entity that is party to these Articles of Association.
“Code of Conduct”	means the code of conduct established and adopted by the Association as revised from time to time.

“Commercial Variety”

means any variety of a Crop that contains at least one Patented Trait and is approved for commercialization and cultivation in at least one country of the Territory by a Member or any of its Affiliates or licensees and is commercialized on the open market in the Territory. For the avoidance of doubt, a variety of a Crop that is i) grown in the Territory under the control of a company (either directly or through subcontracting), in a restricted and controlled geographic area, for delivery to designated delivery points, and/or ii) grown in the Territory in a closed loop system designed by one or more companies to contain special use traits and to maintain the value of the specialty use crop as well as the integrity and purity of the plant, seed and harvested material of adjacent crops and of downstream products, will not be considered to be commercially available on the open market in the Territory.

“Control”

means that the relevant legal entity, whether directly or indirectly, with respect to another legal entity, (i) holds the majority of the shares in the capital of that other legal entity, or (ii) whether by the ownership of share capital, the possession of voting rights, contract or otherwise has the power to elect and/or remove the majority of the members of the management body, or otherwise has the power to control the management and policies of that other legal entity.

“Covered”

with regard to certain subject matter and a patent or patent application in a certain jurisdiction, means that said subject matter is in scope of at least one claim in said patent or patent application wherein said claim has not expired, has not been abandoned, revoked, or held unenforceable, unpatentable or invalid by a court in said jurisdiction or governmental agency of competent jurisdiction, from which no appeal has been or can be taken, and has not been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise.

“Crop”

means the agricultural crops listed in Annex 1.a with the exception of any vegetable crop that is listed in Annex 1.b

“Director”

means the Chairman, Vice-Chairman, Treasurer and the other members of the Board of Directors as appointed by the General Assembly or co-opted by the Board of Directors.

“First Directors”

has the meaning foreseen in Article 13.2.

“Founding Member”

means an Association Member that was part of the incorporation of the Association.

“GM Trait”

means a phenotypic characteristic of a plant, seed or harvested material obtained through (i) recombinant nucleic acid techniques involving the

formation of new combinations of genetic material by insertion of nucleic acid molecules produced by whatever means outside an organism into any virus, bacterial plasmid or other vector system and their incorporation into the host plant in which they do not naturally occur but in which they are capable of continued propagation.

"Internal Rules of Procedure"

means the internal rules of procedure established and adopted by the Association as revised from time to time.

"Large Member"

means a Member that – during the latest approved accounting period - exceeds any of the criteria stipulated in the definition of Medium-Large Member.

"Medium Small Sized Member"

means, a Member that – during the latest approved accounting period :

employed less than 250 persons; and

realised equal to or less than 50,000,000 EUR of annual turnover; or

did not exceed an annual balance sheet of 43,000,000 EUR.

"Medium Large Member"

means a Member that – during the latest approved accounting period -:

- employed less than 2500 persons; and

- realised less than 500,000,000 EUR of annual turnover; or
- did not exceed an annual balance sheet of 430,000,000 EUR.

“Member”

means an Association Member and its Affiliates.

“Membership Date”

means 1st January of the year following the admission of an applicant as an Association Member.

“Membership Fee”

means the non-redeemable fee that the Association Members must pay annually to the Association as a condition of admission to or retention of membership in the Association.

“Ordinary General Assembly”

means any annual meeting of the general assembly of the Association Members entrusted with the approval of the annual accounts and the budget.

“Patent”

means any patent or pending patent application in one or more countries of the Territory and which is owned, controlled or licensed (with the right to sublicense in accordance with the principles set forth by the Association) by a Member, and which is not exclusively licensed in the Territory prior to the Membership Date of the Member.

“Patented Trait”

means a phenotypic characteristic of a Crop plant, seed or harvested material that is Covered by at least one Patent in one or more countries of the Territory; it being understood that a GM Trait is not considered a Patented Trait and thus expressly excluded.

“Patented Trait Holder”

with regard to a Patented Trait means the Member that, on behalf of itself or any of its Affiliates, owns, controls or is entitled to license that Patented Trait in accordance with the principles of the Association.

“Representative”

means one natural person appointed by an Association Member for the purpose of representing such Association Member within the Association.

“Small Member”

means, according to Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, a Member that – during the latest approved accounting period -:

- employed less than 50 persons;
- realized less than 10,000,000 EUR of annual turnover; or
- did not exceed a maximum annual balance sheet of 10,000,000 EUR.

**Standard License Agreement
("SLA")**

means the standard license agreement established and adopted by the Association as revised from time to time.

"Termination"

means, without prejudice to Articles 42.1 to 42.4, one of the following cases in which the Membership of an Association Member ends:

- upon the Association Member ceasing to exist;
- upon resignation of an Association Member as set out in Article 36;
- by exclusion of an Association Member as set out in Article 37;
- resulting from the events set out in Article 37.

"Territory"

means all countries listed in Annex 2.

SECTION II – NAME, REGISTERED OFFICE, DURATION

Article 1 – Name, Legal Form

- 1.1. An international not-for-profit association ("association internationale sans but lucratif"/"internationale vereniging zonder winstoogmerk") is incorporated under the name Agricultural Crops Licensing Platform, abbreviated "ACLP".
- 1.2. This name shall be mentioned in all deeds, invoices, announcements, publications, letters, order notes, websites and other documents, whether electronic or not, issued by the Association, and shall immediately be preceded or followed by the words "association internationale sans but lucratif" or "internationale vereniging zonder winstoogmerk" or by its abbreviation "AISBL" or "IVZW".

- 1.3. The Association is founded and governed by these Articles of Association and, by the Act, as amended from time to time.

Article 2 – Registered office, website and email address and duration

- 2.1. The Association’s registered office is located in the Brussels-Capital Region.
- 2.2. The website of the Association is www.aclp.eu. The central e-mail address is info@aclp.eu
- 2.3. The Association’s management body, referred to as the “Board of Directors”, can decide to transfer the registered office to any other location in Belgium provided that such transfer does not require the amendment of the language of the Articles of Association by virtue of the applicable linguistic rules. The Board of Directors also has the competence to change the Association’s email address and website, without having to amend these Articles of Association. The Board of Directors will take care of the required publications as deemed necessary.
- 2.4. The Association shall be established for an unlimited period. The Association may be dissolved at any moment in accordance with then applicable law and these Articles of Association.

SECTION III – PURPOSE, ACTIVITIES

Article 3 – Purpose and activities

- 3.1. The objective of the Association is to enable dissemination of innovation in plant breeding for its Members.
- 3.2. To that end, the Association shall, amongst other things:
- provide transparency by displaying information with regard to plant varieties containing a Patented Trait and approved for cultivation and commercialization in at least one jurisdiction of the Territory;

- facilitate access to Commercial Varieties for breeding purposes, including Commercial Varieties developed by conventional breeding or by new breeding techniques including novel genomic technologies as principally provided for in Articles 33 and 34 of the Articles of Association;
- facilitate the issuance of commercial licenses between Members of Patented Traits in Commercial Varieties in the Territory as principally provided for in Articles 33 and 34 of the Articles of Association;
- provide assistance to Small and Medium Small Sized Members; and
- carry out, alone or in collaboration with third parties any act or activity in accordance with the law, in particular the Act that contributes directly or indirectly to the realisation of the Association's purpose. This includes, among others, the recruitment of staff, the purchase, lease or rent, production, transfer or exchange of all movable and immovable properties, the entering into contracts to borrow money, provide mortgages, pledges or any other form of guarantee on its assets.

3.3. The Association can only pursue its purposes in the Territory and exclusively in its own name and for its own behalf.

SECTION IV – STRUCTURE OF THE ASSOCIATION

Article 4 – Bodies

The Association's bodies are:

- (a) the General Assembly (section V below);
- (b) the Board of Directors (section VI below);
- (c) the Chairman, Vice-Chairman/Treasurer (section VII below);
- (d) the Managing Director (section VIII below); and
- (e) the Advisory Committees (section IX below);

SECTION V – STRUCTURE OF THE ASSOCIATION

Article 5 – Composition of the meetings of the General Assembly

- 5.1. The General Assembly is composed of all Association Members represented by their respective Representative. Each Association Member has one voting right.
- 5.2. The Chairman (or, in the absence of the latter, the Vice-Chairman) and the Managing Director are obliged to attend and participate, without voting rights, in the meetings of the General Assembly.
- 5.3. The other Directors may attend and participate in the meetings of the General Assembly.

Article 6 – Powers of the General Assembly

- 6.1. The General Assembly shall have the powers specifically granted to it by the Act and by these Articles of Association.
- 6.2. The General Assembly shall inter alia have the power to:
 - a. appoint and dismiss Directors (including the Chairman, Vice-Chairman and Treasurer);
 - b. appoint and dismiss the statutory auditor (if any) and determine his/her/its remuneration;
 - c. appoint and dismiss an external accountant (if any) and determine his/her/its remuneration;
 - d. grant discharge to the Directors, Chairman, Vice-Chairman, Treasurer and the statutory auditor and/or the external accountant (if any);
 - e. approve the annual accounts;
 - f. determine and amend the budget of the Association on a proposal of the Board of Directors;
 - g. determine the calculation method of the Membership Fees;

- h. appoint the members of the baseball arbitration panel;
- i. amend these Articles of Association;
- j. take any decisions on substantial changes to the Association, including any strategic decisions and/or decisions with a long-term impact; and
- k. decide on the winding up the Association, the allocation of the Association's net assets in the event of winding up, and appoint one or more liquidator(s).

6.3. The above powers are exclusively reserved to the General Assembly.

Article 7 – Meetings of the General Assembly

- 7.1. The General Assembly shall meet at least once a year and more frequently whenever required by the interests of the Association, at such time and place as determined in the convocation.
- 7.2. The Ordinary General Assembly of the Association shall be held within 6 months following the end of the financial year. Each year, the Chairman or, if the Chairman is unable or unwilling, by the Vice-Chairman or the Board of Directors shall determine the exact date of the Ordinary General Assembly.
- 7.3. The meetings of the General Assembly are chaired by the Chairman. The Vice-Chairman shall replace and represent the Chairman at the General Assembly in the case of the Chairman's absence or impediment. If the Chairman was to step down before the end of its mandate, the Vice-Chairman will serve as acting Chairman until elections are convened. If the Vice-Chairman is unable or unwilling to chair, then the General Assembly shall be chaired by the Managing Director or the oldest Director present. The chairperson of the meeting may appoint a secretary of the meeting among the meeting's attendants.
- 7.4. The meetings of the General Assembly should preferably take place physically at the location specified in the convocation. However, the Chairman, the Vice-Chairman or the Board of Directors may decide to hold virtual meetings of the General Assembly and allow each Association Members to participate remotely to the General Assembly via an electronic means of communication made available by the Association. The access details of the virtual meeting shall be indicated in the convocation.

The electronic means of communication must allow the Association to verify the capacity and identity of the Representative of the Association Member. The Representative of the Association Member who wishes to use such electronic means of communication must at least be able to become aware of the discussions during the meeting directly, simultaneously and continuously and must be able to exercise his/her voting right with regard to all items on which the meeting has to decide in conformity with the voting rights as set forth in the Articles of Association.

The meetings of the General Assembly may be hybrid or wholly virtual meetings.

Article 8 – Representation of the Association Members

- 8.1. Each Association Member shall be represented at the meetings of the General Assembly by one of its Representatives pursuant to Article 39.
- 8.2. An Association Member whose Representative(s) is/are prevented from attending a meeting of the General Assembly, may give a power of attorney but only to another Association Member Representative in order to be represented at such meeting of the General Assembly. An Association Member may not represent more than two other Association Members. Each power or attorney must be in writing and should be sent to the Managing Director at least 5 (five) calendar days before the meeting of the General Assembly.

Article 9 – Convocations

- 9.1. Any meeting of the General Assembly may be convened by the Chairman or, if the Chairman is unable or unwilling, by the Vice-Chairman or by the Board of Directors. The statutory auditor may convene the General Assembly if necessary. He must convene the General Assembly when one fifth (1/5) of the Association Members request it.
- 9.2. The Chairman, or as the case may be, the Vice-Chairman or the Board of Directors shall establish the agenda for each meeting. Association Members have the right to request that other items be added to the agenda of the meeting convened provided that one fifth (1/5) of the Association Members so request.

- 9.3. In derogation of Articles 9.1 and 9.2, the Managing Director will also have the power to convene the Ordinary General Assembly and establish the agenda of such meeting if the Chairman, Vice-Chairman or the Board of Directors are unable or unwilling to do so.
- 9.4. Convocations for the meetings of the General Assembly shall be sent via registered mail or via any other means pursuant to Article 49 to the Association Members, the Chairman, Vice-Chairman, Treasurer and to the (Managing) Directors at least 15 calendar days before each meeting.
- 9.5. The convocations shall mention the agenda of such meeting as well as the date, time and place of the meeting and/or the access details of the virtual meeting if applicable.
- 9.6. All material documents necessary for the discussion shall be attached to the convocations.
- 9.7. Any Association Member and any Director who is present or represented at a meeting of the General Assembly shall be considered to have been regularly convened to this meeting.

Article 10 – Convocations

- 10.1. If a General Assembly decides on a matter other than items set forth in Article 6.2i to 6.2k and unless a stricter quorum or majority is provided for in these Articles of Association and/or by the Act:
- The General Assembly shall be validly constituted when at least fifty (50) percent of the Association Members (headcount) are present or represented. If fifty (50) percent of the Association Members are not present at the first meeting, a second meeting of the General Assembly shall be convened with the same agenda at the latest sixty (60) calendar days after the first meeting. The second meeting of the General Assembly shall validly be constituted and deliberate irrespective of the number of Association Members present or represented.
 - The resolutions of the General Assembly are passed by a majority of two thirds of the votes cast by the Association Members present or represented.
- 10.2. If a General Assembly decides on a matter set forth in Article 6.2i to 6.2k:

- The General Assembly shall be validly constituted and deliberate when at least fifty (50) percent of the Association Members (headcount) are present or represented. The General Assembly will only be validly constituted and deliberate when this attendance quorum is met.
- The resolutions of the General Assembly are passed by a majority of two thirds of the votes cast by the Association Members present or represented, except for decisions amending Section I-Definitions and Article 3. For these resolutions, the unanimity of the Association Members present or represented is required.

10.3. Blank votes, invalid votes and abstentions shall not be counted to determine whether or not the required majority is achieved. For the avoidance of doubt, the blank votes, invalid votes and abstentions will not be taken into account to assess whether or not the unanimity has been reached. The Board of Directors shall determine the form of voting (e.g. paper voting, electronic voting, etc.).

Article 11 – Register

- 11.1. The minutes of the meetings of the General Assembly shall be prepared by the Managing Director and signed by the Chairman and be sent out to each Association Member within two (2) weeks after the General Assembly.
- 11.2. The minutes will be considered as approved after one (1) month as from the sending of the draft minutes to the Association Member without adverse comments from any of the Association Members that participated in the meeting of the General Assembly. Notwithstanding the above, the decisions recorded in the minutes shall be considered as final. Under no circumstances may the Association Members subsequently question the outcome of the votes cast.
- 11.3. The minutes of the meetings of the General Assembly shall be kept in a special register that each Member may consult.

SECTION VI – BOARD OF DIRECTORS

Article 12 – Composition of the Board of Directors

- 12.1. The Board of Directors consists of minimum 5 and maximum 15 members, including the Chairman, Vice-Chairman and Treasurer.
- 12.2. Only individuals (and not legal entities) can become Directors. Directors can only be appointed among the Members' employees, directors and consultants. A Member cannot have more than one representative elected as Director.
- 12.3. At least half of the Directors must be representatives appointed among the candidates proposed by the Patented Trait Holders. The other members of the Board of Directors are freely elected by the General Assembly.
- 12.4. To meet the requirements foreseen in Articles 12.1 to 12.3, the General Assembly shall organise two voting rounds.
- 12.5. During the first round, the General Assembly shall appoint at least 3 Directors among the candidates proposed by Patented Trait Holders. Such appointment will be resolved at the majority foreseen in Article 10.1.

If less than 3 Directors are appointed in accordance with Article 10.1, then the candidates having obtained the most votes cast during this first voting round will be elected as Director until the minimum number of 3 Directors is reached.

- 12.6. After the first round, a second voting round shall be held in order to appoint, in accordance with Article 10.1, a sufficient number of Directors among the candidates freely proposed to comply with Articles 12.1 to 12.3.

If a sufficient number of Directors cannot be appointed in accordance with Article 10.1, then the candidates having obtained the most votes cast during this second voting round will be elected as Director until the composition of the Board of Directors complies with Article 12.1.

- 12.7. If there are not enough candidates meeting the criteria set out in Articles 12.2 and 12.3, the General Assembly will elect the remaining Directors among the available candidates proposed within each group to ensure that the Board of Directors is composed of the minimum number of Directors as set out in Article 12.1. Such Board of Directors will be validly composed even if the criteria laid down in Article 12.2 are not met.

Article 13 – Duration of a Director’s mandate and cooptation of Directors

- 13.1. Without prejudice to Article 13.2, the term of office shall be of 3 years, which may be renewed for the same period.
- 13.2. In derogation from Article 13.1, the first Directors will be appointed by the Founding Members upon the incorporation of the Association for a term of six (6) years (the “First Directors”). For the purpose of Article 12.3, the First Directors shall be considered as representatives of Patented Trait Holders.
- 13.3. The mandate of the First Directors cannot be revoked by the General Assembly during the term of their initial mandate, except for just cause.
- 13.4. Upon the third anniversary of the incorporation of the Association, elections shall be organised in order to appoint new Directors. These Directors can be proposed by any Association Member, in accordance with Article 12.
- 13.5. The replacement of any Director shall require a new decision by the General Assembly.
- 13.6. However, if the mandate of a Director ceases before his/her term, for any reason whatsoever, the Board of Director may freely appoint by co-optation a new Director for the remainder of the term among the candidates proposed by the Association Member, which was represented by the leaving Director. The co-optation of the new Director by the Board of Directors shall be submitted for approval at the occasion of the first General Assembly following the co-optation. If not approved by the General Assembly, the mandate of the co-opted Director will end with immediate effect. If the Association Member does not propose a candidate within one month, the Directors can co-opt another candidate.

Article 14 – Termination of a Director’s mandate

- 14.1. The mandate of a Director shall terminate as soon as such Director is no longer an employee, director or consultant of the Member of which he/she was a representative at the Board of Directors pursuant to Article 12.2, by expiry of the term of his/her mandate, by resignation or by revocation in accordance with this Article and the Internal Rules of Procedure of the Association.

- 14.2. Without prejudice to Article 13.2, a Director's mandate can at any time be terminated upon revocation by the General Assembly and the General Assembly does not need to motivate its decision. When the Director concerned requests so, he/she must receive the possibility to communicate his/her position to the General Assembly prior to the deliberation on the revocation.
- 14.3. The Directors are also free to resign from the office at any time by submitting, via registered mail or via any other means pursuant to Article 49 to the Managing Director. The resignation of a Director shall be acknowledged by the first General Assembly following the resignation.

Article 15 – Powers of the Board of Directors

- 15.1. The Association shall be governed by the Board of Directors that has the broadest powers to perform all acts which are necessary or useful for the realisation of the Association's objectives, with the exception of the powers that the Act or the Articles of Association reserve to the Chairman, Vice-Chairman, Treasurer, Managing Director, the Advisory Committees or to the General Assembly.
- 15.2. The Board of Directors shall, among other things, have powers regarding:
- a. The strategic guidance and effective monitoring of the Association;
 - b. The transfer of the Association's registered office;
 - c. The amendment of the Association's website and email address;
 - d. The admission of new Association Members and the adoption and amendment of the membership documentation applicable to the Association Members;
 - e. The calculation of the amount of the annual Membership Fees according to the method decided by the General Assembly, including the decision to proportionally reimburse paid Membership Fees where this is justified to avoid the unreasonable accumulation of the budget, as the case may be;
 - f. The exclusion of Association Members according to the principles stipulated in Article 37;

- g. The prolongation of the suspension period foreseen in Article 42;
- h. The adoption of proposals (e.g. proposal of amendment to the Articles of Association, proposal of appointment and revocation of directors, proposal for dissolution and liquidation of the Association, etc) to be submitted to the General Assembly;
- i. The execution of the decisions of the General Assembly;
- j. The appointment and the revocation of the Managing Director;
- k. The monitoring of the budget expenditures and the allocation of the budget based on the reports prepared by the Treasurer;
- l. The adoption of decisions and the execution of operations within the budgeted matters;
- m. The adoption, amendment and termination of any overarching policies (such as HR policies), the Code of Conduct and any operating documents related to the activities of and/or the services provided by the Association (such as the Internal Rules of Procedure and the Standard License Agreement);
- n. Upon receipt of the draft annual accounts and the draft budget from the Treasurer, the finalization and approval of the draft annual accounts and the draft budget to be submitted to the General Assembly for approval;
- o. The organization and the monitoring of the first level mediation when disputes between Members arise;
- p. The creation of Advisory Committees and the determination of their respective working rules and terms of reference;
- q. The convocation of the General Assembly and the preparation of its agenda;
- r. The decision to provide, under exceptional circumstances, the power to a Member to temporarily opt out from its rights and obligations under Articles 33 and 34 with regard to one or more countries of the Territory.

Article 16 – Convocation of Board meetings

The Board of Directors meets on a regular basis and at least twice a year, upon convocation by the Chairman or, if the Chairman is unavailable or unwilling, by the Vice-Chairman or Treasurer. A meeting of the Board of Directors must be convened if at least two Directors request it and with the agenda proposed by such Directors. The time and place of such Board meetings will be in the convocation.

Article 17– Agenda of the Board meetings

The agenda shall be drawn up by the Chairman or, if the Chairman is unavailable or unwilling, by the Vice-Chairman or Treasurer. Convocations to the meetings of the Board of Directors are notified by letter, e-mail, or any other means of communication at least 10 calendar days before the date of each meeting.

Article 18 – Board meetings

- 18.1. The Board of Directors shall act as a collegial body.
- 18.2. The meetings of the Board of Directors shall be chaired by the Chairman of the Association or in his/her absence by the Vice-Chairman or the Treasurer.
- 18.3. A duly convened meeting of the Board of Directors shall be validly held even if all or some of the Directors are not physically present or represented, but participate in the deliberations via any means of telecommunication that allow Directors to deliberate, directly hear each other, directly speak to each other, such as a telephone or video conference, and to vote. In such a case, the Directors shall be deemed present.
- 18.4. Any travel or other reasonable expenses of the members of the Board of Directors required for participation in the meetings will be reimbursed by the Association.

Article 19 – Proxies

Each Director shall have the right, via regular mail or via any other means of written communication (including e-mail), to grant a proxy in writing to another Director, to be represented

at a Board of Directors' meeting. No Director may hold more than 2 powers of attorney. Each power of attorney must be sent to the Managing Director before the meeting of the Board of Directors.

Article 20 – Quorum of presence and voting rights

20.1. Each Director shall have one vote.

20.2. All decisions of the Board of Directors, except decisions relating to Article 15.2 m and 15.2.r, are validly adopted by a majority vote of two-thirds of the Directors present or represented. Decisions relating to Article 15.2 m can only be adopted by a majority of 80% of the Directors present or represented. Blank votes, invalid votes and abstentions shall not be counted. For article 15.2.r, the unanimity of the Board of Directors is required.

20.3. The Board of Directors can only validly deliberate and decide if at least two thirds of the Directors are present or represented. If the meeting of the Board of Directors is not quorate, a new meeting can be called which shall validly deliberate and decide on the items on the agenda of the previous meeting if at least fifty (50) percent of the Directors present or represented.

Article 21 – Proposals to the Board of Directors

The Board of Directors must review any proposal, which it would receive from any of the Association's bodies before freely taking its sovereign decisions.

Article 22 – Annual management reports

Each year, before the approval of the annual accounts, the Board of Directors shall report to the Ordinary General Assembly on the annual activity of the Association. Such report includes at least information regarding (i) the use of the budget, (ii) the calculation of the amount of the annual Membership Fees, and (iii) the Association's activities.

Article 23– Delegations of powers

At any time, the Board of Directors may delegate specific powers to one or more Director(s) or other persons or bodies, with or without sub-delegation powers.

Article 24 – Register of Association Members

- 24.1. The Board of Directors shall keep a register of Association Members in which the names and addresses of all Association Members are recorded as well as an updated lists of the Small Members and of the Medium- Small Sized Members.
- 24.2. The register shall be kept accurate and up-to-date. All entries and notes in the register shall be signed by one or more persons authorized to represent the Association.
- 24.3. The Board of Directors shall make the register available at the Association's office for inspection by the Members, the Directors and a Managing Director.

Article 25 – Conflicts of interests

- 25.1. If a Director has a direct or indirect financial or other material interest conflicting with a decision or transaction of the Board of Directors, either in his personal capacity or as a representative, then he/she must inform the other Directors of this conflict before the deliberation of the Board of Directors. The declaration of the conflict of interest must be included in the minutes of the Board of Directors' meeting. The Director having a conflict of interest shall have the right to communicate his/her position on the concerned decision or transaction to the Board of Directors prior to the deliberation by the Board of Directors; however, he/she shall not participate in the deliberation regarding the concerned decision or transaction and shall not be entitled to vote on this item.
- 25.2. The Director having a conflict of interest will not be taken into account to determine the attendance quorum and the majority vote during the meetings of the Board of Directors for those specific decisions for which a conflict of interest exists.

25.3. If a Director does not comply with the provision above, every interested party shall be entitled to file a nullity action against the resolution taken.

Article 26 – Minutes

The decisions taken by the Board of Directors shall be recorded in minutes. The minutes shall be drafted by the Managing Director and approved by the Chairman of the meeting and be sent out to each Director. The minutes are kept in a register, at the members' disposal at the Association's registered office.

SECTION VII - CHAIRMAN, VICE-CHAIRMAN AND TREASURER

Article 27 – Powers of the Chairman, Vice-Chairman and Treasurer

27.1. The Chairman shall have the powers specifically granted to him/her by these Articles of Association. In particular, the Chairman shall inter alia have the following powers of:

- Sending the convocations of the General Assembly and the Board of Directors;
- Presiding over the meetings of the General Assembly and the Board of Directors;
- Signing the minutes of the meeting of the General Assembly and the meetings of the Board of Directors.

27.2. The Vice-Chairman/Treasurer shall have the powers specifically granted to him/her by these Articles of Association. As a general rule, the Vice-Chairman/Treasurer shall (i) replace the Chairman in his/her absence and (ii) oversee the financial affairs of the Association and report in this respect to the Board of Directors.

SECTION VIII - MANAGING DIRECTOR

Article 28 – Appointment and termination as Managing Director

- 28.1. The Board of Directors shall appoint a Managing Director who may not be a Director and who shall be in charge of the day-to-day management of the Association.
- 28.2. The Board of Directors is authorised to dismiss the Managing Director and to determine the duration of the delegation and the conditions under which the delegation can be terminated.

Article 29 – Powers of the Managing Director

- 29.1. In particular, the Managing Director shall inter alia have the following powers:
- The implementation of the strategy and/or assignments decided and/or documents adopted by the Board of Directors and of the General Assembly;
 - The adoption of decisions and the execution of operations for an amount up to 50,000 EUR within the budgeted matters;
 - The adoption of decisions and the execution of operations for an amount between 50,000 EUR and 100,000 EUR within the budgeted matters, provided that such decisions and operations receive the Chairman's prior approval;
 - The submitting of proposals to the Board of Directors;
 - The administration of the Association and in particular the organization of meetings of the Board of Directors and of the General Assembly;
 - The communication to and with Members, public political stakeholders, seed organizations and authorities;
 - The promotion, lobbying and further development of the Association's activities;
 - The preparation and follow up of Advisory Committee meetings; and
 - The hiring and supervision of employees of the Association as approved by the Board of Directors, and
 - The organization and facilitation of a discussion on the topics as raised between the Founding Members before the present agreement but not included in. An agreement

on the path forward for such discussion shall be conducted within the Board of Directors within one year with the aim to agree on the list of topics, concrete objectives and the target completion date.

- 29.2. The Managing Director shall also implement the Association's policies.
- 29.3. Acts which bind the Association with regard to third parties, and which relate to the day-to-day matters, shall be signed by the Managing Director.
- 29.4. The Managing Director shall also represent the Association in court proceedings within the limits of the daily management and shall not be obliged to offer proof to third parties of a prior decision by the Board of Directors.

SECTION IX - ADVISORY COMMITTEES

Article 30 – Composition, functions and powers of the Advisory Committees

- 30.1. The Board of Directors shall establish on an ad hoc basis Advisory Committees consisting of independent experts, Directors and Representatives. Each member of an Advisory Committee shall be bound by the same confidentiality and conflict of interest declaration obligations as the Board Members.
- 30.2. Each Advisory Committee shall appoint its chairman among its members.
- 30.3. The Advisory Committees shall analyze and debate specific topics relevant for further development or improvement of the Association. The Advisory Committees shall report to the Board of Directors based on the terms of reference.

SECTION X - MEMBERSHIP

Article 31 - Membership conditions

Subject to the provisions of this Article, the Association shall be indiscriminately open and accessible to all legal entities:

- a. that are duly constituted and validly existing in accordance with the laws and practices of their country of origin; and
- b. that have a registered office within the Territory or have an Affiliate with a registered office located within the Territory; and
- c. that carries out or has an Affiliate that carries out an effective breeding activity in Crop and/or a research and development activity for genetic traits in a Crop within the Territory.

Article 32 – Admission procedure

- 32.1. An applicant for membership of the Association shall submit an application form as well as underlying documents justifying the fulfilment of the above membership's conditions via regular mail or any other means of written communication to the Board of Directors.
- 32.2. The application form shall be drawn up and can be amended from time to time by the Board of Directors. The Board of Directors may also request any information it deems necessary to verify that the applicant meets the membership conditions and/or and the qualifications for its appropriate member size category (Large, Medium-Large, Medium-Small, Small). All information provided by the applicant for membership in relation with its application shall be kept in confidence by the Directors.
- 32.3. The Board of Directors shall decide on the applicant's admission as Association Member within three (3) months as from the receipt of the completed application file. The decisions regarding the admission or the refusal to admit Association Members shall be taken with due observance of the relevant competition rules and regulations and be motivated by the Board of Directors and any refusal decision shall mention which membership condition(s) are deemed not being fulfilled. If the Board of Directors decides to admit the applicant as an Association Member, the applicant will formally become an Association Member on the Membership Date.
- 32.4. Any applicant for membership of the Association shall agree to (i) expressly adhere to and comply with (a) these Articles of Association, (b) the Internal Rules of Procedures, if any, and (c) the Code of Conduct, as amended from time to time and (ii) commit to pay the annual membership fees in accordance with Article 40 below.

SECTION XI – MEMBERS’ RIGHTS AND OBLIGATIONS

Article 33 – Members’ rights

- 33.1. The Association Members shall have the rights as set out in these Articles of Association, the Internal Rules of Procedures, the Code of Conduct and any other operating documents.
- 33.2. Where specified, the rights of the Association Members shall also benefit to their Affiliates. Such rights include the following, which are subject to limitations foreseen in Article 33.3:
- Each Member shall be entitled to obtain non-asserts from Patented Trait Holders for breeding with Commercial Varieties containing their Patented Traits;
 - Each Member shall be entitled to request and obtain from Patented Trait Holders commercial licenses for their Patented Traits present in Commercial Varieties, under the SLA.
- 33.3. Non-asserts and commercial licenses shall be granted to Members provided that the Commercial Varieties containing such Patented Traits were first commercialized on the open market in the Territory i) after the Membership Date of the Association Member to which this Member is affiliated (if applicable) or ii) no more than one (1) to five (5) years prior to the Membership Date of such Association Member to the extent that the latter has paid the applicable Retroactive Fee.

Notwithstanding the above, Founding Members are automatically entitled to request and obtain from Patented Trait Holders commercial licenses for any one of their Patented Traits contained in Commercial Varieties, even though such Commercial Varieties were commercialized before the incorporation of the Association.

Association Members that joined the Association within the first five years as of the Association’s incorporation, will also be entitled to request and obtain from Patented Trait Holders commercial licenses for any Patented Traits contained in Commercial Varieties, including those commercialized before the incorporation of the Association, provided that such Association Member pays the Retroactive Fee corresponding to the number of years between the incorporation of the Association and the Membership Date.

For the avoidance of doubt, Small Members joining the Association within the first five years of the Association's incorporation will also be entitled to obtain from Patent Trait Holders commercial licenses for any Patented Traits contained in Commercial Varieties, including those commercialised before the incorporation of the Association upon request and without having to pay any Retroactive Fee.

Article 34 – Members' obligations

34.1. The Association Members shall have the obligations as set out in these Articles of Association, the Internal Rules of Procedures, the Code of Conduct and any other operating documents.

34.2. Where specified in these Articles of Association, the obligations of Association Members shall also extend to their Affiliates and the Association Members shall ensure that their Affiliates comply with such obligations. Such obligations shall include, but shall not be limited to, the following:

- Each Association Member shall remain a member of the Association for a minimum initial period of 5 years;
- Each Member shall regularly update PINTO (Patent Information and Transparency On-line) regarding all its varieties once commercialized containing a Patented Trait and approved for cultivation and commercialization in at least one jurisdiction of the Territory;
- Each Association Member shall ensure that it can license the Patented Traits of its Affiliates in accordance with the principles of the Association;
- Each Patented Trait Holder shall grant non-asserts, as provided in the Internal Rules of Procedure, to other Members for breeding with Commercial Varieties containing their Patented Traits in the Territory, subject to the limitations foreseen in Article 33.3;
- Each Patented Trait Holder shall grant to any other Member, upon request from such other Member, commercial licenses for any of their Patented Traits (as

contained in Commercial Varieties) in the entire Territory, under the SLA, subject to the limitations foreseen in Article 33.3;

- Each Member shall accept, without any reserve, and abide by the decisions of the baseball arbitration panel regarding royalty rates of the Standard License Agreement;
- Each Member shall communicate in due time all necessary information for the calculation of its annual membership fee in accordance with Article 40 below;
- Each Member that is a licensee of a Patented Trait under the SLA shall only sublicense the Patented Trait in accordance with the Internal Rules of Procedure and/or as set forth in the SLA;
- Each Member shall inform its variety licensees on the Territory of the presence of any Patented Traits in any licensed variety as the case may be.

SECTION XII – TERMINATION OF MEMBERSHIP

Article 35 – Events of Termination

Membership of an Association Member ends through an event of Termination. The Termination of the membership of an Association Member means the end of the rights granted to its Affiliates under these Articles of Association.

Article 36 – Resignation of an Association Member

36.1. An Association Member shall have the right to resign from the Association after the initial period of 5 years.

36.2. In such event, the Association Member must give notice of resignation of its membership to the Board of Directors only by registered mail with acknowledgment of receipt, at least 6 months before the end of the calendar year. In this case, the resignation will take effect at the end of that current calendar year.

If an Association Member gives such a written notice less than 6 months before the end of the calendar year, its resignation shall be deemed to take effect at the end of the following calendar year.

Article 37 – Exclusion of an Association Member

- 37.1. An Association Member, which (i) ceases to satisfy the membership requirements as set out in Article 31, or (ii) acts in material breach of (a) the Articles of Association, (b) the Internal Rules of Procedures, if any, and/or (c) the Code of Conduct of the Association, as amended from time to time, or (iii) does not pay every applicable membership fee within the stated period, or (iv) does not provide accurate information as requested by the Association's bodies or (v) whose Affiliate(s) infringe(s) point (ii) above, may be excluded from Membership, upon a decision notified by the Board of Directors in accordance with Articles 37.3 and 37.4.
- 37.2. Before excluding an Association Member, the Board of Directors shall notify the concerned Association Member only by registered mail with acknowledgement of receipt, of the contemplated exclusion and give the Association Member a six (6) month-period to remedy to the breach or its consequences, to the extent that such a breach or its consequences can be remedied.
- 37.3. In the event that the Association Member fails to remedy the breach or its consequences within six (6) months as of the notice of exclusion, the Board of Directors will resolve on the exclusion of the Association Member concerned or to which the defaulting Affiliate is affiliated after hearing the Association Member or the Affiliate in question. During such hearing, the Board of Directors shall address the objections and points of the Member in question.
- 37.4. The Board of Directors' decisions regarding the exclusion of an Association Member must be objectively motivated. The affected Association Member must be notified of the decision as promptly as reasonably possible only via registered mail with acknowledgement of receipt. The expulsion shall be effective immediately. The other Association Members will be informed of the decision regarding the exclusion of such Association Member during the next General Assembly.

37.5. The relevant Association Member shall have a right of appeal in accordance with the arbitration procedure set out in Article 47 within three (3) months after having received the motivated decision of the Board of Directors. During the term of the appeal the Association Member shall be suspended, provided that the suspended Association Member shall have the right to be heard and defend itself in the appeal proceedings.

Article 38 – Consequences of the Termination of Membership

38.1. In case of Termination, the departing Association Member and its Affiliates shall remain liable for its obligations towards the Association and the other Members, including the payment of the Membership Fees, up to the end of the calendar year in which the Termination becomes effective.

38.2. As of the date on which the Termination becomes effective, the departing Member shall not enjoy any membership rights anymore. All non-asserts and Standard License Agreements received by this Member shall be terminated at the discretion of the respective licensor.

38.3. However, all non-asserts and Standard License Agreements granted by the departing Member shall remain unaffected until expiry or termination by the respective licensees. In addition, the departing Member that is a Patented Trait Holder shall remain compelled to grant non-asserts and commercial licenses to Patented Traits that are in the ACLP at the effective date of the Termination to any other Member pursuant to Article 34.1 for a period of 5 years after the effective date of the Termination, it being understood that only Members that are Members at the effective date of the Termination of the departing Member, shall be entitled to obtain such non-asserts and commercial licenses.

38.4. The departing Association Member or any of its Affiliates shall not be entitled to (re-)apply membership during a period of 5 years following the effective date of its Termination. If such Association Member or any of its Affiliates (re-)applies for membership after the expiry of the aforementioned 5 years period, it and its Affiliates shall not be entitled to obtain non-asserts and commercial licenses on Patented Traits that have been commercialized before its new Membership Date, except for Commercial Varieties containing such Patented Traits that were first commercialized on the open market in the Territory not more than one(1) to five (5) years prior to the new Membership Date to the

extent that the Association Member has paid the applicable Retroactive Fee. However, such retroactive access to Patented Traits of other Members shall only be possible if the Member has not granted sole licenses on its own Patented Traits prior to rejoining the Association.

SECTION XIII - MEMBERSHIP FEE, TRANSFER OF MEMBERSHIP AND REPRESENTATION OF MEMBERS

Article 39 – Representation of Members

- 39.1. Each Association Member shall appoint Representatives to represent it within the Association. Each Representative shall have full capacity powers to represent its Association Member.
- 39.2. If a Representative ceases to be employed by or is no longer otherwise linked to the Association Member that he/she has been representing, then this Association Member must timely replace that Representative.
- 39.3. Each Association Member shall inform, via regular mail or any other means of written communication, the Managing Director of the identity and contact details of his/her Representatives.

Article 40 - Membership Fee

- 40.1. Each Association Member shall pay an annual Membership Fee on or before the start of each year of membership.
- 40.2. The Membership Fee shall exclusively be used for the expenses serving the purposes of the Association.
- 40.3. The General Assembly will determine the calculation method for the Membership Fee according to the size of the Member.

- 40.4. Members shall provide the relevant information to determine the size category they belong to as soon as possible to the Managing Director and, at the latest, within 1 month as of the date of the notice request of information sent by the Managing Director.
- 40.5. Association Members will be invoiced for the next full year, based on the calculation made by the Board of Directors. The Association will issue the invoices to the Members according to the principles above, which will be payable within 45 days from the date of the invoice.
- 40.6. In derogation of Articles 40.1 to 40.5, the Small Members will not have to pay a Membership Fee for the first 5 years after the incorporation of the Association.

Article 41 – Transfer of Membership

The membership has an intuitu personae character and cannot be transferred except to an Affiliate. The membership can neither be pledged nor can a right of usufruct be created in respect of it.

Article 42– Change of Control and transfer of Crop business

- 42.1. In case of a change of Control of an Association Member or in case the Association Member and any of its Affiliates transfers its entire crop business relevant for the ACLP membership to a third party, then the membership of the Association Member and its Affiliates will be suspended for a period of up to 12 months starting from the effective date of such operation. A divestment of the entire crop business means that the Association Member and its Affiliates no longer qualify to be a Member of the ACLP.
- 42.2. During this period, the suspended Member will be prevented from obtaining new non-asserts or commercial licenses for the use of new Patented Traits from the other Members except on a voluntary basis from the other Members. The non-asserts and the commercial licenses already granted to the suspended Member will continue to produce their effects during the suspension period.

42.3. This 12 months suspension period will allow the acquiring third-party to apply to become an Association Member and to take over the rights and obligations of the suspended Member. After the 12 months suspension period, the membership of the suspended Member will end automatically.

To the extent that the third party does not become an Association Member, Article 38 will apply to the suspended Member mutatis mutandis except that the provision of 38.4 will not apply to the suspended Member.

In case the suspended Member has granted a non-assert in relation to the Patented Trait, the suspended Member shall procure that the acquiring third party grants a license to that Patented Trait in the Territory on fair and reasonable terms to the Members to which such non-assert has been granted and upon their requests.

42.4. In the event that a Member would transfer only part of its Crop business to a third party, it will be released from all obligations with regards to that part of the Crop business. In case the Member has granted a non-assert in relation to the Patented Trait relating to that part of the Crop business, the Member shall procure that the acquiring third party grants a license to that Patented Trait in the Territory on fair and reasonable terms to the Members to which a non-assert has been granted and upon their requests.

SECTION XIV - GENERAL REPRESENTATION OF THE ASSOCIATION

Article 43 - External representation

43.1. The Association shall be validly represented vis-à-vis third parties and with regard to all judicial and extra-judicial deeds by:

- The Chairman acting alone; or
- Two Directors acting jointly; or
- The Managing Director acting alone within the limits of the day-to-day management.

43.2. None of the persons above must justify his/her/its powers vis-à-vis third parties.

43.3. In addition, the Association shall also be validly represented vis-à-vis third parties, within the framework of their mandates, by one or more proxy holder(s) duly mandated by (a) the Board of Directors, or (b) the Chairman acting alone, or (c) within the limits of the day-to-day management, by a Managing Director, acting alone.

SECTION XV - FINANCIAL YEAR AND ANNUAL ACCOUNTS

Article 44 – Audit. Accounts. Budget

44.1. The General Assembly shall appoint a statutory auditor, chosen from the members of the Belgian “Institut des Réviseurs d’Entreprises / Instituut der Bedrijfsrevisoren”, for a 3 year term. The statutory auditor or the external accountant, as the case may be, shall draw up an annual report on the Association’s annual accounts. This report shall be submitted to the Ordinary General Assembly 15 days before the approval of the annual accounts.

44.2. The Board of Directors shall submit every year, for the approval of the Ordinary General Assembly, the accounts of the past financial year, together with the findings of the statutory auditor, if any, and the budget for the following year within the time limit and in accordance with the provisions of the Act.

Article 45- Financial Year

The Association’s financial year shall extend from 1 January to 31 December of each year.

SECTION XVI - DISSOLUTION AND LIQUIDATION

Article 46 – Dissolution. Liquidation

46.1. The General Assembly can validly declare the Association’s dissolution in accordance with the quorum and majority of vote set out in Article 10.2.

46.2. Any proposal to dissolve the Association shall be explicitly stated in the agenda in the convocation to the Members, the Directors and the Managing Director. Upon the

Association's dissolution and liquidation, the General Assembly shall decide upon the appointment of one or more liquidator(s), the decision-making process of the liquidators if several liquidators are appointed, and the scope of his/her/its/their powers. Failing the appointment of one or more liquidator(s), all the Directors shall be deemed to be jointly in charge of the Association's liquidation.

- 46.3. The General Assembly shall also decide upon the allocation of the net assets of the Association, provided however that the net assets of the Association may only be allocated to a disinterested purpose (e.g. allocation to a similar association or any organization having a non-profit purpose).
- 46.4. Any dissolution will not affect any non-asserts and Standard License Agreements in place at the time of dissolution.

SECTION XVII - FINAL PROVISIONS

Article 47 – Disputes

- 47.1. In the event of any disputes under, arising out of or in connection with these Articles of Association, the Internal Rules or Procedures, Code of Conduct, such dispute shall be - resolved by arbitration in accordance with the WIPO Arbitration Rules and, in deviation from article 54 of the WIPO Arbitration Rules, with due observance of Section 8 of the Internal Rules of Procedure. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Brussels, Belgium. The language to be used in the arbitral proceedings shall be English. The relevant tribunal shall decide the substance of the dispute in accordance with the laws of Belgium.
- 47.2. At least one of the arbitrators must have a degree equivalent or superior to a master's degree in law delivered in an EU Member State.
- 47.3. The arbitral tribunal may only share Competitively Sensitive Information with the parties involved in arbitration, their external advisors who are bound to confidentiality by virtue of their profession or by an adequate confidentiality agreement entered into between such external advisors and the arbitral tribunal, the case managers and legal counsels of the WIPO Arbitration and Mediation Center.

- 47.4. In addition to article 64 of the WIPO Arbitration Rules, the arbitral award shall on top of each page of the arbitral award where Competitively Sensitive Information is quoted or referred to contain the mention “CONFIDENTIAL INFORMATION”. In deviation from article 64 under (f) of the WIPO Arbitration Rules, these parts of the arbitral award shall only be provided to persons as referred to in Article 47.3 above.
- 47.5. Consolidation of the arbitral proceedings pursuant to this Article with other arbitral proceedings pending in or outside Belgium is excluded.
- 47.6. Notwithstanding article 75 of the WIPO Arbitration Rules, parties involved in arbitration shall make any arbitral awards rendered available to the Board of Directors.
- 47.7. According to Article 66 of the WIPO Arbitration Rules, decisions of the arbitral tribunal will be final and binding.
- 47.8. Any dispute shall be governed by the laws of Belgium.

Article 48 – Hierarchy of documents

In the event of contradiction or conflict, the Articles of Association take precedence over the Internal Rules of Procedure.

Article 49 - Language

These Articles of Association shall be written in the French and English languages. The French version of the Articles of Association shall take precedence.

The working language of the Association shall be English.

Article 50 - Other

Upon authorisation of the Members and Directors, all communications, notifications and other, can be transmitted by and to the Association via e-mail with acknowledgment of receipt, unless otherwise provided in the Articles of Association.

Anything not provided for in these Articles of Association will be regulated by the Act.

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Annex 1 – Crops

Annex 1A Agricultural crops

Genus	Species name
Triticosecale	x Triticosecale Witt.
Raphanus	Raphanus sativus L. var. oleiformis Pers.
Ricinus	Ricinus communis L.
Rumex	Rumex L.
Salvia	Salvia hispanica L.
Secale	Secale montanum x Secale cereale
Lupinus	Lupinus luteus L.
Sesamum	Sesamum indicum L.
Sida	Sida hermaphrodita (L.) Rusby
Plantago	Plantago lanceolata L.
Pisum	Pisum sativum L.
Ononis	Ononis alopecuroides L.
Lupinus	Lupinus angustifolius L.
Poa	Poa trivialis L.
Secale	Secale cereale L.
Papaver	Papaver somniferum L.
Nicotiana	Nicotiana glauca Graham.
Ornithopus	Ornithopus sativus Brot.
Phleum	Phleum pratense L.
Oryza	Oryza sativa L.
Panicum	Panicum virgatum L.
Pennisetum	Pennisetum sieberianum (Schltdl.) Stapf & C. E. Hubb.

Medicago	Medicago sativa L.
Phacelia	Phacelia tanacetifolia Benth.
Phalaris	Phalaris arundinacea L.
Silphium	Silphium perfoliatum L.
Sinapis	Sinapis alba L.
Agrostis	Agrostis tenuis L.
Nicotiana	Nicotiana tabacum L.
Triticum	Triticum aestivum L. emend. Fiori & Paol. x Triticum aestivum L. subsp. spelta (L.) Thell.
Bromus	Bromus sitchensis
Bromus	Bromus catharticus Vahl var. elatus (E. Desv.) Planchelo (syn. B. stamineus; B. valdivianus)
Vicia	Vicia villosa Roth
Vicia	Vicia faba L.
Vicia	Vicia sativa L.
Vicia	Vicia narbonensis L.
Vicia	Vicia ervilia (L.) Willd.
Vicia	Vicia benghalensis L.
Sorghum	Sorghum bicolor (L.) Moench
Vicia	Vicia pannonica Crantz
Zea	Zea mays L.
Triticum	Triticum turgidum L. subsp. dicoccum (Schrank ex Schübl.) Thell. x Triticum turgidum L. subsp. durum (Desf.) Husn.
Triticum	Triticum aestivum L. subsp. spelta (L.) Thell. x T. turgidum L. subsp. dicoccon (Schrank) Thell.
Solanum	Solanum sisymbriifolium Lam.
Trifolium	Trifolium incarnatum L.
Typha	Typha x glauca Godr.

Typha	Typha domingensis Pers.
Spirodela	Spirodela polyrhiza (L.) Schleid
Triticum	Triticum turgidum L. subsp. dicoccum (Schrank ex Schübl.) Thell.
Trifolium	Trifolium repens L.
Trifolium	Trifolium pratense L.
Triticum	Triticum monococcum L.
Trifolium	Trifolium alexandrinum L.
Trifolium	Trifolium michelianum Savi
Triticum	Triticum turgidum L. subsp. durum (Desf.) Husn.
Sparganium	Sparganium erectum L.
Triticum	Triticum aestivum L. subsp. spelta (L.) Thell.
Triticum	Triticum aestivum L. emend. Fiori & Paol.
Lupinus	Lupinus albus L.
Lotus	Lotus corniculatus L.
Silybum	Silybum marianum (L.) Gaerth
Taraxacum	Taraxacum kok-saghyz L. E. Rodin
Trigonella	Trigonella foenum-graecum L.
Camelina	Camelina sativa (L.) Crantz
Ipomoea	Ipomoea batatas (L.) Lam.
Cannabis	Cannabis sativa L.
Carthamus	Carthamus tinctorius L.
Chenopodium	Chenopodium quinoa Willd.
Crambe	Crambe abyssinica Hochst ex. R. E. Fr.
Cucumis	Cucumis melo L.
Dactylis	Dactylis glomerata L.

Agrostis	Agrostis capillaris L.
Deschampsia	Deschampsia cespitosa (L.) P. Beauv.
Distichlis	Distichlis spicata
Bromus	Bromus catharticus var. catharticus
Brachypodium	Brachypodium distachyon (L.) P. Beauv.
Lolium	Lolium multiflorum Lam. var. westerwoldicum Wittm. (syn Lolium multiflorum Lam. ssp. alternativum)
Cynodon	Cynodon x magennisii Hurcombe (syn. Cynodon dactylon x Cynodon transvaalensis)
Agrostis	Agrostis stolonifera L.
Avena	Avena strigosa Schreb.
Poa	Poa arachnifera Torr. x Poa pratensis L.
Arachis	Arachis hypogaea L.
Arctium	Arctium lappa L.
Avena	Avena sativa L.
Brassica	Brassica rapa L. var. silvestris (Lam.) Briggs
Avena	Avena nuda L.
Althaea	Althaea officinalis L.
Beta	Beta vulgaris L. ssp. vulgaris var. saccharifera Alef. (syn. Beta vulgaris L. ssp. vulgaris var. altissima Döll)
Beta	Beta vulgaris L. ssp. vulgaris var. alba DC. (syn. Beta vulgaris L. ssp. vulgaris var. crassa (Alef.) Wittm)
Brassica	Brassica oleracea L. convar. acephala (DC.) Alef.
Brassica	Brassica rapa L. subsp. campestris (L.) A. R. Clapham
Elytrigia	Elytrigia elongata (Host) Nevski
Eragrostis	Eragrostis tef
Arundo	Arundo donax

Euphorbia	Euphorbia lathyris L.
Lolium	Lolium multiflorum Lam.
Lappula	Lappula squarrosa (Retz.) Dumort.
Lathyrus	Lathyrus sativus L.
Lathyrus	Lathyrus cicera L. x Lathyrus sativus L.
Lathyrus	Lathyrus cicera L.
Landoltia	Landoltia punctata (G. Mey.) Les & D. J. Crawford x Lemna minor L.
Helianthus	Helianthus annuus L. (agricultural)
Koeleria	Koeleria Pers.
Lolium	Lolium perenne L.
Lolium	Lolium x hybridum Hausskn. (syn. Lolium x boucheanum Kunth)
Lolium	Lolium multiflorum Lam. spp. italicum (A. Br.) Vokart (syn Lolium multiflorum Lam. spp. non alternativum)
Hordeum	Hordeum chilense x Triticum turgidum.
Hordeum	Hordeum vulgare L.
Helianthus	Helianthus tuberosus L.
Fagopyrum	Fagopyrum tataricum (L.) Gaertn.
Linum	Linum usitatissimum L.
Gossypium	Gossypium barbardense L.
Festuca	Festuca arundinacea Schreb.
Festuca	Festuca ovina L.
Festuca	Festuca rubra L.
Festuca	Festuca pratensis Huds.
Fagopyrum	Fagopyrum esculentum Moench
Festuca	Festuca trachyphylla (Hack.) Krajina (syn. F. brevipila R. Tracey)
Gossypium	Gossypium hirsutum L.

Poa	Poa pratensis L.
Glycine	Glycine max (L.) Merrill
Fallopia	Fallopia sachalinensis (F. Schmidt) Ronse Decr.
Poa	Poa annua L.
Zoysia	Zoysia matrella
Festulolium	x Festulolium Asch. & Graebn
Brassica	Brassica napus L. emend. Metzg.
Jatropha	Jatropha curcas L.
Solanum	Solanum tuberosum L.
Humulus	Humulus lupulus L.

Annex 1B vegetable crops

Family	Genus	Species	English name
Malvaceae	<i>Abelmoschus</i>	<i>caillei</i> (A. Chev.) Stevels	West African okra
Malvaceae	<i>Abelmoschus</i>	<i>esculentus</i> (L.) Moench	common okra
Lamiaceae	<i>Agastache</i>	<i>foeniculum</i>	anise
Alliaceae	<i>Allium</i>	<i>ampeloprasum</i> L.	leek, elephant garlic
Alliaceae	<i>Allium</i>	<i>cepa</i> L.	onion, shallot
Alliaceae	<i>Allium</i>	<i>chinense</i> Maxim.	rakkyo
Alliaceae	<i>Allium</i>	<i>fistulosum</i> L.	scallions, japanese bunching onion
Alliaceae	<i>Allium</i>	<i>sativum</i> L.	garlic
Alliaceae	<i>Allium</i>	<i>schoenoprasum</i> L.	chives
Alliaceae	<i>Allium</i>	<i>tuberosum</i> Rottler ex Spreng	garlic chives
Amaranthaceae	<i>Amaranthus</i>	<i>cruentus</i> L.	Amaranth, African spinach, Indian spinach
Amaranthaceae	<i>Amaranthus</i>	<i>dubius</i> Mart. ex Thell.	Amaranth, pigweed
Apiaceae	<i>Anethum</i>	<i>graveolens</i> L.	dill
Apiaceae	<i>Anthriscus</i>	<i>cerefolium</i> (L.) Hoffm.	chervil
Fabaceae	<i>Apios</i>	<i>americana</i> Moench	American ground nut
Apiaceae	<i>Apium</i>	<i>graveolens</i> L.	celery, celeriac
Fabaceae	<i>Arachis</i>	<i>hypogea</i> L.	peanut
Compositae	<i>Arctium</i>	<i>lappa</i>	burdock
Brassicaceae	<i>Armoracia</i>	<i>rusticana</i> G. Gaertn., B. Mey & Scherb.	horseradish
Asteraceae	<i>Artemisia</i>	<i>dracunculus</i> var. <i>sativa</i>	tarragon
Asteraceae	<i>Artemisia</i>	<i>absinthium</i>	wormwood
Asparagaceae	<i>Asparagus</i>	<i>officinalis</i> L.	asparagus
Asteraceae	<i>Aster</i>	<i>tripolium</i>	sea lavender
Amaranthaceae	<i>Atriplex</i>	<i>hortensis</i> L.	mountain spinach, orache
Amaranthaceae	<i>Atriplex</i>	<i>hortensis</i>	orache
Brassicaceae	<i>Barbarea</i>	<i>vulgaris</i> R. Br.	winter cress
Basellaceae	<i>Basella</i>	<i>alba</i> L.	Malabar spinach
Cucurbitaceae	<i>Benincasa</i>	<i>hispida</i> Thunb.	wax gourd
Amaranthaceae	<i>Beta</i>	<i>vulgaris</i> L.	chard, vegetable (red) beetroot
Boraginaceae	<i>Borago</i>	<i>officinalis</i>	borage, starflower
Brassicaceae	<i>Brassica</i>	<i>juncea</i> (L.) Czern.	mustard
Brassicaceae	<i>Brassica</i>	<i>napus</i> var. <i>napobrassica</i>	rutabaga
Brassicaceae	<i>Brassica</i>	<i>oleracea</i> L.	broccoli, Brussels sprouts, cabbage, cauliflower, collards, kale, kohlrabi, curly kale, romanesco, savoy cabbage
Brassicaceae	<i>Brassica</i>	<i>rapa</i> L.	turnip, Chinese broccoli, Chinese cabbage, pak choi, tatsoi, Kumutsuna, Japanese mustard spinach
Brassicaceae	<i>Brassica</i>	<i>rapa japonica</i>	mustard, mizuna
Solanaceae	<i>Capsicum</i>	<i>annuum</i> L.	sweet pepper, chili pepper
Solanaceae	<i>Capsicum</i>	<i>baccatum</i> L.	chili pepper
Solanaceae	<i>Capsicum</i>	<i>chinensis</i> Jacq.	habanero, lantern, Caribbean hot peppers
Solanaceae	<i>Capsicum</i>	<i>frutescens</i> L.	chili pepper
Solanaceae	<i>Capsicum</i>	<i>pubescens</i> Ruiz & Pav.	rocoto pepper
Apiaceae	<i>Carum</i>	<i>carvi</i>	caraway

Amaranthaceae	<i>Chenopodium</i>	<i>album</i> L.	lamb's quarters
Amaranthaceae	<i>Chenopodium</i>	<i>quinoa</i> Willd.	quinoa
Apiaceae	<i>Crithmum</i>	<i>maritimum</i>	rock sapphire
Asteraceae	<i>Chrysanthemum</i>	<i>coronarum</i> L.	shungiku (edible chrysanthemum)
Fabaceae	<i>Cicer</i>	<i>arietinum</i> L.	chickpea
Asteraceae	<i>Cichorium</i>	<i>endivia</i> L.	endive, escarole
Asteraceae	<i>Cichorium</i>	<i>intybus</i> L.	chicory, Italian dandelion
Cucurbitaceae	<i>Citrullus</i>	<i>lanatus</i> (Thunb.) Matsum & Nakai	watermelon
Cucurbitaceae	<i>Citrullus</i>	<i>vulgaris</i> Schrad	Watermelon
Portulacaceae	<i>Claytonia</i>	<i>perfoliata</i> Donn. Ex Willd.	miner's lettuce
Apiaceae	<i>Coriandrum</i>	<i>sativum</i> L.	coriander (cilantro)
Brassicaceae	<i>Crambe</i>	<i>maritima</i> L.	seakale
Cucurbitaceae	<i>Cucumis</i>	<i>anguria</i> L.	West Indian gherkin
Cucurbitaceae	<i>Cucumis</i>	<i>melo</i> L.	cantaloupe, honeydew, casaba, muskmelon
Cucurbitaceae	<i>Cucumis</i>	<i>sativus</i> L.	cucumber
Cucurbitaceae	<i>Cucurbita</i>	<i>ficifolia</i> Bouché	fig leaved gourd
Cucurbitaceae	<i>Cucurbita</i>	<i>maxima</i> Duchesne	winter pumpkin
Cucurbitaceae	<i>Cucurbita</i>	<i>mixta</i> Pang.	Ayote
Cucurbitaceae	<i>Cucurbita</i>	<i>moschata</i> (Duchesne ex Lam.) Duchesne ex Poir.	butternut
Cucurbitaceae	<i>Cucurbita</i>	<i>pepo</i> L.	squash
Cucurbitaceae	<i>Cucurbita</i>	<i>maxima</i> x <i>Cucurbita moschata</i>	Cucurbits interspecific cross
Apiaceae	<i>Cuminum</i>	<i>cyminum</i>	cumin
Cucurbitaceae	<i>Cyclos</i>	<i>angulatus</i>	Hairy gourd
Cucurbitaceae	<i>Cyclanthera</i>	<i>pedata</i> (L.) Schrader	korila
Asteraceae	<i>Cynara</i>	<i>cardunculus</i> L.	cardoon
Asteraceae	<i>Cynara</i>	<i>scolymus</i> L.	globe artichoke
Apiaceae	<i>Daucus</i>	<i>carota</i> L.	carrot
Brassicaceae	<i>Diplotaxis</i>	<i>tenuifolia</i> (L.) DC	wall-rocket
Fabaceae	<i>Dolichos</i>	<i>purpureum</i> (L.) Sweet	hyacinth bean
Brassicaceae	<i>Eruca</i>	<i>vesicaria</i> (L.) Cav.	rocket salad, arugula, rucula
Apiaceae	<i>Foeniculum</i>	<i>vulgare</i> Mill.	fennel
Rosaceae	<i>Fragaria</i>	<i>vesca</i> L.	wild strawberry
Rosaceae	<i>Fragaria</i>	<i>X ananassa</i> Duchesne	strawberry
Asteraceae	<i>Helianthus</i>	<i>tuberosus</i> L.	Jerusalem artichoke
Malvaceae	<i>Hibiscus</i>	<i>sabdariffa</i> L.	roselle
Saururaceae	<i>Houttuynia</i>	<i>cordata</i>	fishwort, fishherb
Lamiaceae	<i>Hyssopus</i>	<i>officinalis</i>	hyssop
Convolvulaceae	<i>Ipomoea</i>	<i>aquatica</i> Forsk.	water spinach
Asteraceae	<i>Lactuca</i>	<i>sativa</i> L.	lettuce
Cucurbitaceae	<i>Lagenaria</i>	<i>siceraria</i> (Molina) Standl.	bottle gourd
Lamiaceae	<i>Lavandula</i>	<i>angustifolia</i>	lavender
Fabaceae	<i>Lens</i>	<i>culinaris</i> Medik.	lentil
Brassicaceae	<i>Lepidium</i>	<i>sativum</i> L.	cress
Apiaceae	<i>Levisticum</i>	<i>officinale</i>	lovage
Plumbaginaceae	<i>Limonium</i>	<i>vulgare</i>	sea lavender
Cucurbitaceae	<i>Luffa</i>	<i>acetangula</i> (L.) Roxb.	angled luffa
Cucurbitaceae	<i>Luffa</i>	<i>aegyptiaca</i> Mill.	smooth luffa
Solanaceae	<i>Lycopersicon</i>	<i>esculentum</i> Mill.	see <i>Solanum lycopersicum</i> L.
Malvaceae	<i>Malva</i>	<i>verticillata</i> L.	mallow

Lamiaceae	<i>Marrubium</i>	<i>vulgare</i>	white/comon horehound
Lamiaceae	<i>Mentha</i>	<i>spicata</i>	spear mint
Aizoceae	<i>Mesembryanthemum</i>	<i>crystallinum</i> L.	ice plant
Cucurbitaceae	<i>Momordica</i>	<i>charantia</i> Descourt.	bitter melon (balsam pear, bitter melon)
Brassicaceae	<i>Nasturtium</i>	<i>officinale</i>	watercress
Brassicaceae	<i>Nasturtium</i>	<i>officinale</i> W. T. Aiton	watercress
Lamiaceae	<i>Nepeta</i>	<i>cataria</i>	catmint
Lamiaceae	<i>Ocimum</i>	<i>basilicum</i> L.	basil
Lamiaceae	<i>Ocimum</i>	<i>americanum</i>	lemon basil
Lamiaceae	<i>Origanum</i>	<i>majorana</i>	oregano, majoram
Ocalidaceae	<i>Oxalis</i>	<i>tuberosa</i> Molina	oca
Apiaceae	<i>Pastinaca</i>	<i>sativa</i> L.	parsnip
Labiaceae	<i>Perilla</i>	<i>frutescens</i> (L.) Britt.	perilla
Polygonaceae	<i>Persicaria</i>	<i>hydropiper</i>	marshpepper, water-pepper
Apiaceae	<i>Petroselinum</i>	<i>crispum</i> (Mill.) Fuss	parsley, root parsley
Fabaceae	<i>Phaseolus</i>	<i>coccineus</i> L.	runner bean
Fabaceae	<i>Phaseolus</i>	<i>lunatus</i> L.	lima bean
Fabaceae	<i>Phaseolus</i>	<i>vulgaris</i> L.	common bean
Solanaceae	<i>Physalis</i>	<i>philadelphica</i> Lam.	tomatillo
Solanaceae	<i>Physalis</i>	<i>pruinosa</i> L.	husk cherry, cape gooseberry
Apiaceae	<i>Pimpinella</i>	<i>anisum</i>	aniseed, anise
Fabaceae	<i>Pisum</i>	<i>sativum</i> L.	pea
Portulacaceae	<i>Portulaca</i>	<i>oleracea</i> L.	purslane
Brassicaceae	<i>Raphanus</i>	<i>sativus</i> L.	daikon, radish
Polygonaceae	<i>Rheum</i>	<i>rhabarbarum</i> L.	rhubarb
Polygonaceae	<i>Rheum</i>	<i>raponticum</i>	rhubarb
Lamiaceae	<i>Rosmarinus</i>	<i>officinalis</i>	rosemary
Rosaceae	<i>Rubus</i>	<i>idaeus</i> L.	raspberry
Polygonaceae	<i>Rumex</i>	<i>hastatulus</i>	sorrel
Polygonaceae	<i>Rumex</i>	<i>pulcher</i>	sorrel
Polygonaceae	<i>Rumex</i>	<i>rugosus</i>	sorrel
Polygonaceae	<i>Rumex</i>	<i>acetosa</i> L.	sorrel
Polygonaceae	<i>Rumex</i>	<i>sanguineus</i> L.	sorrel
Polygonaceae	<i>Rumex</i>	<i>patienta</i> L.	sorrel
Polygonaceae	<i>Rumex</i>	<i>acetosella</i> L.	sheeps sorrel
Rutaceae	<i>Ruta</i>	<i>graveolens</i>	rue
Chenopodiaceae	<i>Salicornia</i>	<i>europaea</i> L.	glasswort, sea asperagus
Amaranthaceae	<i>Salsola</i>	<i>soda</i>	saltwort (argetti)
Lamiaceae	<i>Salvia</i>	<i>officinalis</i>	sage
Rosaceae	<i>Sanguisorba</i>	<i>minor</i>	salad burnet
Lamiaceae	<i>Satureja</i>	<i>hortensis</i>	savory
Asteraceae	<i>Scorzonera</i>	<i>hispanica</i> L.	scorzonera
Cucurbitaceae	<i>Sechium</i>	<i>edule</i> (Jacq.) Sw.	chayote
Brassicaceae	<i>Sinapsis</i>	<i>alba</i> L.	mustard
Apiaceae	<i>Sium</i>	<i>sisarum</i> L.	skirret
Solanaceae	<i>Solanum</i>	<i>habrochaites</i> S. Knapp & D.M. Spooner	wild tomato
Solanaceae	<i>Solanum</i>	<i>aethiopicum</i> L.	African eggplant
Solanaceae	<i>Solanum</i>	<i>lycopersicum</i> L.	tomato
Solanaceae	<i>Solanum</i>	<i>melanocerasum</i> Mill.	garden huckleberry

Solanaceae	<i>Solanum</i>	<i>melongena</i> L.	eggplant
Solanaceae	<i>Solanum</i>	<i>muricatum</i> Aiton	pepino
Solanaceae	<i>Solanum</i>	<i>macrocarpon</i> L.	african eggplant
Solanaceae	<i>Solanum</i>	<i>lycopersicum</i> L. x <i>Solanum habrochaites</i> S. Knapp & D. M. Spooner	Tomato interspecific cross
Solanaceae	<i>Solanum</i>	<i>lycopersicum</i> L. x <i>Solanum pimpinellifolium</i> L.	Tomato interspecific cross
Solanaceae	<i>Solanum</i>	<i>lycopersicum</i> L. x <i>Solanum hirsutum</i>	Tomato interspecific cross
Asteraceae	<i>Spilantes</i>	<i>oleraceae</i> L.	
Amaranthaceae	<i>Spinacia</i>	<i>oleraceae</i> L.	spinach
Lamiaceae	<i>Stachys</i>	<i>affinis</i> Bunge	chinese artichoke
Asteraceae	<i>Stevia</i>	<i>rebaudiana</i>	sweetleaf
Asteraceae	<i>Tanacetum</i>	<i>balsamita</i>	balsam, costmary
Asteraceae	<i>Taraxacum</i>	<i>officinale</i>	dandelion
Aizoceae	<i>Tetragonia</i>	<i>tetragonioides</i> (Pallos) Kuntze	New Zealand spinach
Fabaceae	<i>Tetragonolobus</i>	<i>purpurea</i> Moench	asparagus pea
Lamiaceae	<i>Thymus</i>	<i>vulgaris</i>	thyme
Asteraceae	<i>Tragopogon</i>	<i>porrifolius</i> L.	salsify
Cucurbitaceae	<i>Trichosanthes</i>	<i>anguina</i> (L.) Haines	snake gourd
Tropaeolaceae	<i>Troipaeolum</i>	<i>tuberosum</i> Ruiz. & Pav.	anu
Basellaceae	<i>Ullucus</i>	<i>tuberosus</i> L.	ulluco
Valerianaceae	<i>Valerianella</i>	<i>locusta</i> (L.) DC.	corn salad
Valerianaceae	<i>Valerianella</i>	<i>rimosa</i> Bastard	corn salad
Fabaceae	<i>Vicia</i>	<i>faba</i> L.	faba bean
Fabaceae	<i>Vigna</i>	<i>angularis</i> (Willd.) Ohwi & Ohashi	adzuki bean
Fabaceae	<i>Vigna</i>	<i>mungo</i> (L.) Hepper	black gram
Fabaceae	<i>Vigna</i>	<i>radiata</i> (L. (Wilczek)	mung bean
Fabaceae	<i>Vigna</i>	<i>umbellata</i> (Thunb.) Ohwi & Ohashi	rice bean
Fabaceae	<i>Vigna</i>	<i>unguiculata</i> (L.) Walp.	cowpea, yard long bean
Fabaceae	<i>Vigna</i>	<i>sinensis</i>	cow pea
Brassicaceae	<i>Wasabia</i>	<i>japonica</i> (Miq.) Matsum.	wasabi

Annex 2 – Territory

Albania, Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Montenegro, North Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovenia, Slovakia, San Marino, Turkey, Ukraine and Russia.

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