# Minutes General Meeting
# International Licensing Platform Vegetable

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| Date : | Tuesday 16 December 2025 |
| Location : | Van der Valk Hotel Schiphol A4 |
| Chairman : | Ben Tax |
| Minutes : | Jakovina van Haeringen (Office Manager ILP Vegetable) |
| Present: | Peter Ogg (BASF \| Nunhems), Bert Schrijver (Bejo Zaden B.V.), Ard Groot (East-West International B.V.), Jan Kevelam (Enza Zaden Beheer B.V.), Aniek Verhaar (Enza Zaden Beheer B.V.), Jacques Gautier (Gautier Semences), Rory Ruiter (Holland Select), Jakovina van Haeringen (ILP Vegetable), Jeroen Kamphuis (ILP Vegetable), Chris van Winden (ILP Vegetable), Thea van der Wijk (Keygene N.V.), Sumit Luthra (Keygene N.V.), Sonja Woitsch (KWS Saat SE & Co. KGaA), Vassilis Aivazis (Lark Seeds International), Andrea Maraldi (Maraldi Sementi), Ben Tax (Rijk Zwaan Zaadteelt en Zaadhandel B.V.), Marian Suelmann (Rijk Zwaan Zaadteelt en Zaadhandel B.V.), Basile de Bary (Sakata Vegetables Europe), Nicolas Amelot ( Syngenta France), Ton Kuipers (Takii Europe) |
| Excused: | Rob Huijten (BASF), Mika Jacek & Mark Bots (Bejo Zaden B.V.), Yao Luo (Lark Seeds), Magali Pla (Groupe Limagrain Holding), Pierre Lavrijsen (Limgroup), Mitsui, Gerthon van de Bunt (Pop Vriend Seeds), Meritxell Puigpinós (Semillas Fitó), Jordi Quilis (Semillas Fitó) |

1. **Opening**
   Ben Tax, Chairman of the Board, opened the meeting and welcomed all members present to the last General Meeting of ILP Vegetable in 2025. At today's meeting, 14 members were present. One company had sent a proxy. The total number of attending companies constitutes 84% of the voting rights which, according to the articles of association, was sufficient for taking the decisions in today's meeting. Mr Tax requested the members that in case of absence they should always send in a proxy to facilitate decision making. The Chairman also suggested to add a coffee break after point 5.

2. **Competition Law Statement**
   The Chairman reminded everyone of the importance of abiding to the ILP Competition Law Statement. He requested the members to exercise caution and refrain from discussing any sensitive issues during the meeting but also during the networking breaks. The members were informed of the guidelines via the leaflet handed out prior to and at the meeting. The proceedings of this meeting will be in accordance with these guidelines.
   All members present agreed to comply with the Competition Law Statement.

3. **Adoption of the agenda and announcements; additional agenda items**
   No new items were suggested by the members, hence the agenda remained unchanged and was approved by all members present.

4. **Minutes of the General Meeting ILP Vegetable on 11 June 2025**
   The minutes of the previous meeting held on 11 June 2025 were discussed page by page. After the comment that Mr Gautier's name was missing from the list of participants on page

1, they were approved as a true record of the proceedings. There were no outstanding actions.

5. **Position paper regarding Tech provider licenses – presentation Mr Amelot**
The Board had received some questions regarding the potential implications of the involvement of a (NGT) technology provider on the ILP Member's commitments to the licensing platform. In response, the Board prepared a position paper (sent by email to the members on 3 November 2025) to provide members with more clarity on how to proceed in these situations. Due to the complexity of the topic, Mr Amelot used the opportunity to further clarify the contents of this position paper with his presentation: 'Considerations on dual category traits and on the possible interplay with 3rd party tech providers'.

In short, this presentation explains how the ILP framework addresses traits with dual categorisation (Normal vs. Special) and the implications when third-party technology providers are involved. Under the ILP Regulations, all members are obliged to make non-exclusive licenses available on their Committed (Normal Trait) patents to other ILP members upon request. Where a trait is classified as Normal in some jurisdictions and Special in others, this obligation applies only in those jurisdictions where the trait is considered Normal. Trait categorisation depends on factors such as regulatory burden and liability risk, with traits requiring an environmental risk assessment under EU GMO legislation generally qualifying as Special.

Using a fictive NGT example categorised as Normal in the US and Special in the EU, the presentation explains that, absent specific bilateral terms, licensing defaults to the ILP Standard License Agreement (SLA). Although the SLA applies worldwide, the licensed rights are territorially limited to jurisdictions where the trait is Normal; no rights are granted where the trait is Special.

The presentation further explores scenarios involving third-party technology licenses used to develop such traits. Patentees must ensure that upstream technology licenses do not restrict their ability to comply with ILP licensing obligations for Normal traits. At the same time, the ILP framework does not extend obligations—such as stewardship—beyond those expressly included in the SLA, and liability risks linked to the use of dual-category traits are, in principle, shifted to the licensee through indemnification provisions.

Finally, while ILP encourages transparency regarding potential third-party rights, determining freedom to operate remains the licensee's responsibility. Any required technology licenses must be negotiated directly with third-party providers, unless voluntarily sublicensed outside the ILP framework. *(The full presentation is annexed.)*

One of the comments raised during the meeting was that contrary to the position paper the presentation was clear. The request was made to simplify the terminology in the position paper to avoid any misunderstandings. ***ACTION 1***

Other comments concerned:
- the increase of royalties (a patentee must show the added benefit of a trait when increasing the fee)
- the technology agreement is not part of the SLA

- what is the value of the license if not using a technology?
- the scope of ILP only concerns traits, not the technology used

**6. Workshop 2026: Learning Topics**

As new members have joined ILP recently, and in view of the dynamic situation in the vegetable seed sector and for compliance purposes, the Board deemed it wise to offer a number of workshops to re-acquaint members and experts with the ILP procedures, roles, and decision-making processes as laid out in the Internal Regulations and how to apply them effectively. In this respect a number of (parallel) sessions would be organised on 1-2 July 2026 on topics such as:

a. Structure & governance of ILP
b. Roles & responsibilities of the Expert Committee
c. ILP procedures in practice
d. Irregularities & exceptions
e. Wrap-up group discussion of results and areas of confusion

This was still a draft programme, hence the members were requested to provide feedback. One of the proposals raised during the meeting, to include discussions on the possible evolvement of the association (changes in licenses of source material, enabling or including technology, etc.) to reflect the needs or expectations of the industry would be discussed by the Board. The proposal did not fall within the scope of the workshops which would primarily be a means of teaching all employees of the member companies everything there is to know about the current ILP processes. Instead, a regular GM could be used later in time to further exchange ideas about the future of the association and possible expansion of objectives. However, the board will first have to make the necessary (legal) analyses to determine whether this is desirable given the preconditions that we as an ILP are bound to. ***ACTION 2***
The exact venue of the meeting would be communicated in due course. The ILP secretariat would assist with the hotel reservations. More information would follow. ***ACTION 3***

**7. Financial figures**

Mr Kamphuis presented the latest financial overview.

<u>Comparison latest estimate to budget 2025</u>
**Income**: the figures were in line with the budget. Membership fees increased as one company joined in 2025 (totalling the number to 18 members – 4 small, 3 medium and 11 large). Interest income decreased.
**Expenses**: Management fees (MD, secretariat) increased in view of additional hours spent. Meeting costs were higher due to the workshop organised in June.
**Expected result**: The year would however end, based on the latest estimate, with a positive figure of approximately EUR 34,450. The Board proposes to refund EUR 33,885 to the members, which amount would be deducted from the 2026 fee.

<u>Proposal for membership fee 2026</u>
As membership fees have remained unchanged since 2016 and costs have significantly risen since and might in the future exceed the revenues, the Board proposed to increase them with 10% . This increase would cover budgeted costs for workshops, management fee and other activities. It goes without saying that any surplus would be returned to members in accordance with previous years.

Budget 2026
Taking into consideration the revised membership fee the end-of-year balance would show a slight positive result with income budgeted at Euro 246,350 and expenses at Euro 244,800.

Approvals by the GM
The members unanimously approved:
- The refund for 2025
- The 10% increase of membership fees for 2026
- The financial budget for 2026

8. **Appointment of members of the Expert Committee**
As Jan Stael resigned a vacancy arose amongst the experts. The Board looked for a replacement and found an independent, suitable candidate in Tony Tangena. Mr Tangena has a vast experience in the field of IP, runs a consultancy firm specialised in patent valuation, patent portfolio management and advising on all sorts of IP related issues. According to Article 19.4 of the articles of association, the members were requested to confirm or reject the board's recommendation. Several members confirmed that Mr Tangena is indeed a knowledgeable person. The application was therefore unanimously confirmed. Mr Kamphuis was asked to inform Mr Tangena accordingly. ***ACTION 4.***

Mr Dick Cahoon was re-elected for 3 more years. Mr Kamphuis was asked to inform Mr Cahoon accordingly. ***ACTION 4.***

Members were also notified of and agreed upon a modest increase of 2% of the experts' hourly rates. This amount was in accordance with the Dutch collective labour agreement for horticulture.

Mr Kamphuis also showed the scheme of resignation, whereby Messrs Schmitz and Herrlinger were up for re-election or replacement in 2026.

9. **Dates of the General Meetings in 2026**
The dates of the following meetings were announced: 1-3 July and 16 December. The exact venue would be communicated in due course.

10. **Miscellaneous**
No further comments were raised.

11. **Closure of the meeting**
The Chairman thanked all members for their input, wished them a festive season and closed the General Meeting at 11.50 CET.

**ACTIONS**

1. **Board**: simplify terminology position paper Tech provider licenses
2. **Board**: consider broadening the scope of ILP and add as future agenda point GM
3. **Secretariat**: provide info on venue meetings 2026
4. **MD**: inform Mr Tangena of his appointment and Mr Cahoon of his re-appointment