

APSA Code of Ethics

To support orderly, healthy and sustainable development of the industry in this region, a Code of Ethics respected by all APSA members is required. Salient points of the code for seed trading, production and research are as follows.

Trading

- All members are expected to uphold all relevant National Laws and International norms of the seed trade.
- Seeds are to be labelled truthfully to represent the accurate identity, quantities and qualities.
- Members shall respect mutually exclusive agreements and not ship seeds of such varieties to countries where other companies are known to have exclusive agents.
- Naming of Varieties – In countries where the government does not maintain an official register of varieties, it is strongly recommended that National Seed Associations develop a database of variety names to avoid duplication. Names closely resembling those already existing in the market shall not be used.
- Conciliation – in case of trade disputes that cannot be resolved between the parties involved, these can be presented to the APSA Conciliation Committee. Decisions of this committee will be non-binding on APSA members involved in such a dispute.

Seed Production

- Contracting and Producing companies are expected to strictly abide by the terms and conditions of the production contract.
- Producing Companies have the following obligations:
 - a. To safeguard the parental seeds of the contracting company and not to use these for any purpose other than the production of seeds for the contracting company.
 - b. To provide security to the parental seeds and seeds produced such that they are not accessible to third parties.
 - c. Production acreage must be mutually agreed, and under no circumstances should acreage be changed substantially without the express knowledge and written consent of the Contracting Company.
- Contracting Companies have the following obligations:
 - a. To provide relevant agronomic information for the production of such seeds.
 - b. To take delivery of seeds as per the terms and conditions of the contract. Change in the market situation is not a valid reason to refuse delivery.
 - c. If delivery is refused for no valid reason and after exhausting all efforts to resolve this, the producing company has the right to dispose the seeds in whatever way it sees fit.

In case of any disagreement which cannot be mutually resolved, the case shall be presented to APSA Conciliation Committee who, after due consideration and hearing both sides of the dispute, will make a non-binding recommendation to the parties.

Research/Breeding

- All members shall honour the Intellectual Property Rights of other members.
- Members shall not obtain breeding lines from other breeding companies by any means other than by mutually agreed material transfer agreements, licensing agreements and/or contracts.

All APSA members shall promote and abide by this code and conduct seed business honestly and in a dignified manner.

All APSA members abiding by this code are encouraged to include APSA's logo on all their stationery.