

01/05/18



VOLUNTARY CODE OF PRACTICE

For Vegetable Seed for Sowing

As adopted in Brisbane
19 October 2016

Copies of this document can be obtained from:

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Scope of the Voluntary Code of Practice

This Code of Practice has been prepared by the New Zealand Grain & Seed Trade Association Inc. (NZGSTA) following consultation with industry members and other interested parties. It is intended to provide the basis for regulation of vegetable seed for sowing standards by members of the NZGSTA.

Signatory to this Code is voluntary. However, all signatories subsequently bind themselves to the terms of the Code including an audit by an independent organisation appointed by the NZGSTA.

Quality Policy

Signatories to the Code are required to:

- provide traceability from origin to point of sale
- have in place robust quality assurance programs to ensure seed quality specifications are monitored and meet the standards of the Code
- submit to an audit process carried out by an independent organisation

Definitions

'Active ingredients' includes any component that provides activity or other direct effect in the cure, mitigation, treatment, or prevention of diseases, or to affect the structure or any function of the insects or pests or animals.

'Analysis' includes any analysis or test or any combination thereof which are conducted according to recognised industry practices and procedures.

'Association' means the New Zealand Grain & Seed Trade Association Inc.

'BACC' means Biosecurity Authority Clearance Certificate, issued for all incoming shipments of seed by the Ministry for Primary Industries (MPI).

'Code' means the New Zealand Grain & Seed Trade Association Inc. 'Voluntary Code of Practice for Vegetable Seed for Sowing'.

'Cultivar' includes true breeding open or self-pollinated lines, as well as hybrids.

'International Seed Federation (ISF)' represents the seed industry at a global level. ISF is a non-governmental, non-profit making organisation.

'International Seed Testing Association (ISTA)' establishes standard procedures for sampling and testing seeds to promote uniformity in seed testing of seeds moving in international trade.

'Import Health Standards (IHS)' means 155.02.05 Seeds for Sowing – Import Health Standard as amended from time to time by the Ministry for Primary Industries (MPI).

'Label' includes any tag or sticker affixed to or printed on the tag or parcel, or an accompanying Packing List / Despatch Note. The 'label format' information is referred to in Section 9.0 of the Code which is to be printed in English, permanent ink and attached to or accompany the parcel of seed.

'Lot designation' means the code, brand, mark, lot or line number which distinguishes a lot of seed from any other lot. Its use should enable traceability of a seed parcel back from a customer to the original seed supplier.

'Lot of Seed' means a quantity of seed identified by the same lot designation every parcel of which is uniform within the tolerances specified in the Rules of the International Seed Testing Association.

'Parcel' includes sealed foil container, pail or drum, carton or packet, bag or sack.

'Signatory' those companies who voluntarily sign the Code and submit to an audit.

'Sale', 'Sold' or 'Sell' includes barter, exchange, and exposing, having in possession, or delivering for sale.

'Sowing' includes drilling, planting, seeding or sprouting of seeds.

'Species' for the purpose of any examination of seeds 'species' means the botanical name or preferred common name published in the MPI Import Health Standard 155.02.05 Seeds for Sowing – Import Health Standard.

'Variety' for the purpose of any examination of seeds 'variety' means name or number of the cultivar as it is known commercially within the designated market.

'Vendor' a person or company offering something for sale

'Waiver' means a written statement of relinquishment of some interest, right or the like. A waiver must be used when selling seed lots which do not meet the ISF germination standards for vegetable species.

1.0 Introduction

This Code will strive to ensure that customers are provided with consistent and accurate information to enable them to make informed decisions about the suitability of vegetable seed for sowing. Signatory members of the NZGSTA have voluntarily concurred in the promulgation of the Code and accept its provisions.

2.0 Recognition of Intellectual and Marketing Rights

This Code acknowledges intellectual property rights and obliges signatories to adhere to the provisions of the Plant Variety Rights Act 1987 in respect to marketing of varieties covered by the legislation.

Signatories accept the right of members to acquire exclusive rights to material from plant breeding organisations or other institutions from within New Zealand or overseas and have the right to market this material, acknowledging the company's proprietorship over such material.

Signatories acknowledge and recognise that companies, through their own entrepreneurial activities, may acquire trademarks or develop customised recognition for products which can be accepted as that company's intellectual property.

3.0 Application of the Voluntary Code

This Code applies to all vegetable seed sold or supplied for the purpose of sowing by those companies who voluntarily sign the Code.

4.0 Importation Requirements for Seed

All imported seed must comply with the Import Health Standards (IHS). It is the responsibility of the importer to ensure they have current knowledge of the regulations and that the supplying country is aware of New Zealand's entry requirements.

Information on the requirements for each crop species can be found at:

<http://www.biosecurity.govt.nz/regs/imports/plants/seeds>

A Biosecurity Authority Clearance Certificate (BACC) is required for all shipments of seed entering New Zealand including those used for experimental or breeding purposes. If the BACC is not with the shipment on arrival to the importer this can be requested from the freight forwarder or from the Ministry of Primary Industries.

5.0 Transactions to which Application of the Code Differ

With the exception of Point 4.0 above, the standards of the Code:

- a) do not apply to seeds that are used for experimental or breeding purposes
- b) may not apply to seeds that are conveyed in a transaction in which a written contract governs the parties (unless this Code and its standards are referenced as a part of the contract)

6.0 Responsibility for Seed Quality Information

Every written statement made regarding the contents of a parcel of seed by the signatory, constitutes a warranty by the signatory that all particulars contained in the statement are true and correct at the time of sale.

In determining whether a statement referring to the results of an examination of the seed is or is not true and correct, the statement shall be deemed to be true and correct if the results obtained by further examination do not differ from those in the statement by more than the prescribed International Seed Federation (ISF) tolerances.

This Code of Practice requires that signatories shall not sell seeds that are regulated in line with NZ Law.

6.1 Genetically Modified Organisms (GMO)

Under NZ law, the importation of GMOs is prohibited under the Hazardous Substances and New Organisms Act 1996 (HSNO Act) unless approved by the Environmental Protection Agency. To date, no approvals have been given for cultivation, and all seed sold for sowing in NZ must not contain any GMO component.

6.2 Noxious Species

This Code recognises that it is an offence to sell seed which is contaminated with seeds, bulbs, corms or tubers, prescribed as noxious species, without declaration.

6.3 Germination Standards

Germination results for a seed lot must meet the germination standard as detailed in the ISF 'Standards for the main vegetable species'. The germination result as detailed on a certificate or other must marry with the label germination on a parcel of seed.

Seed lots where the germination result does not meet the ISF germination standards as detailed in the ISF "Standards for the main vegetable species" can only be sold with a waiver. Records of signed and executed waivers must be kept for a period of 2 years.

The ISF Standards for the main vegetable species can be found at the ISF website in the document;

"Rules and Usages for the Trade in Seeds for Sowing Purposes"

http://www.worldseed.org/wp-content/uploads/2015/10/ISF_Trade_Rules_2013.pdf

Germination testing and results need to be obtained from legitimate seed testing laboratories accredited by International Accreditation New Zealand (IANZ), International Seed Testing Association (ISTA) or the International Laboratory Accreditation Cooperation (ILAC). Evidence of accreditation will be requested. In the absence of accreditation comparative testing by an accredited lab will need to be conducted.

6.4 Germination Retest

Germination retesting of seed stock for sale must be carried out at minimum of annually for each seed lot.

Germination testing and results need to be obtained from legitimate seed testing laboratories accredited by International Accreditation New Zealand (IANZ), International Seed Testing Association (ISTA) or the International Laboratory Accreditation Cooperation (ILAC). Evidence of accreditation of the seed testing lab will be requested. In the absence of accreditation comparative testing by an accredited lab will need to be conducted.

6.5 Foodborne Disease Testing

The risks of foodborne disease are present from seed to plate. Strategies and procedures, supported by research, helps to control contamination and incidence.

Seed that is sold for sprouting must be tested (as a minimum) for presence of *E.coli* and *Salmonella* and must not be sold if levels exceed industry accepted thresholds currently:

- *Salmonella*; nil detected
- *E. coli* ; less than 100 cfu/g

Microbial analysis of seeds may help identify highly contaminated lots. Signatories must be aware that negative results do not guarantee pathogen free seeds because of analytical and sampling limitations. It is important to use random sampling techniques and sufficient sample sizes to represent the lot as best as possible.

Testing of seed for foodborne pathogens must be carried out by laboratories that are part of the International Laboratory Accreditation Cooperation. Within New Zealand these are IANZ accredited labs.

6.6 Use of Cultivar Names or Numbers

When cultivar or variety names or numbers are used it is the signatory's warranty that the seed contained in the parcel is seed of the cultivar or variety so named.

6.7 Parallel Importing

Signatories to the Code recognise their responsibilities and liability for seed imported and distributed by them. Signatories are not responsible or liable for seed imported, sold or traded without their participation or knowledge.

Signatories to the Code will not parallel import seed.

7.0 Product Identification and Traceability

Once the consignment, from foreign or local supplier, is at the signatory's warehouse the signatory ensures:

- a) the presence of, or the allocation of, a unique lot designation which are specific to seed supplier, species and seed variety. This allows every seed parcel to be traced back to the supplier if required
- b) every seed parcel to be traced from the original supplier through to its sale to the purchaser

Records for all lot designations will be maintained for a minimum of two years after last sale.

8.0 Sampling and Examination of Seeds

The taking of any sample and the conduct of any analysis or assessment of seeds for any of the purposes of the Code shall be carried out in line with accepted industry standards of the International Seed Testing Association (ISTA).

It is advisable that signatories hold retention samples of all lot designations for a period of two years after last sale.

This Code of Practice requires that signatories shall not sell seeds contained in a parcel unless there is clearly printed on:

- that sets out the particulars referred to in sub-sections 9.1-9.8 below.

The *COMMON* or *BOTANICAL* name of each species present in the seed lot in a proportion by mass or by count of 5% or more.

The VARIETY name or number as it is known commercially within the destined market.

A number, brand or code which identifies the seed lot from which the parcel was drawn.

The proportions of the seeds of each species named that are germinable:

- or

- Date of test
-
- Month/Year

or

- "Germination (%)"
 "Use By Date"

For each individual parcel of raw seed the net weight or the number of seeds must be itemised.

Trade equipment for weighing / counting must be correctly calibrated and routinely serviced by an accredited company to maintain its compliance and certification.

9.6 Treatment

- a) "Caution Treated With..."
- b) List of active ingredients applied
- c) Declaration of use i.e. "Do not use for food, feed or oil"

<http://www.nzgsta.co.nz/wp-content/uploads/2013/11/08/seed-treatment-guide-2/SEED-TREATMENT-GUIDE.FINAL-VERSION.pdf>

9.7 Organic Seeds

Organic status i.e. "ORGANIC SEED" if the seed has been organically produced as certified by a recognised organic certification body. Evidence of certification of the organic status will be requested.

The name of the certification body or a brand identifying the same.

9.8 Seller

The name and address of the seller, distributor or packer of the seeds or a brand identifying the same.

9.9 Summary of Supplied Seed Lot Information

To summarise, the following label format would be acceptable:

SPECIES:

VARIETY:

LOT DESIGNATION:

GERMINATION:

NET WEIGHT or SEED NUMBER:

TREATMENT: (if applicable)

ORGANIC STATUS & CERTIFICATION BODY: (if applicable)

SELLER:

The product specifications and corroboration must be able to be traced for all label claims and be supported by relevant tests and monitoring records.

10.0 Labelling

Information contained within a 'label' must be in English and printed in permanent ink.

Labels must be produced and fixed to parcels to remain legible and attached under all reasonable climatic, storage, transport and other conditions likely to be experienced.

The same applies where the information is printed directly onto the parcel.

11.0 Packaging and Storage

Packaging must be suitable under all reasonable climatic, storage, transport and other conditions likely to be experienced.

The preferred storage conditions will depend on the seed species.

12.0 Customer Complaints

Signatories will have a policy and procedure for handling complaints. Once all the facts are collated an official company reply should be provided to the customer with the aim of resolving the issue to the satisfaction of both parties.

Should the matter not be resolved, the customer can take the complaint to the NZGSTA Code of Practice Committee to preside over the issue. This process is formally outlined in Section 19.0 of this Code.

13.0 Restrictions on the Use of Certain Words

This Code of Practice requires that signatories shall comply with the following points in relation to the use of terminology.

13.1 Scheme Terminology

Words such as 'certified', 'registered', 'verified', and 'approved' or any other words of similar implications must not be used in a written statement referring to seed for sowing unless the seeds have been certified, registered, verified or approved under a recognised scheme.

Evidence of certification of any schemes the signatories wishes to promote or advertise in statements as above will be requested.

13.2 Pathogen Terminology

Words such as 'disease-resistant', 'disease-tolerant' or any other words of similar implication, which suggest that the seeds are free from, or any plants grown from the seeds would be resistant, tolerant or immune to diseases or pests in general, must not be used in a statement relating to seeds for sowing unless the pest or disease is specifically stated under the terminology definitions recognised by the ISF and detailed on ISF Pathogen list keep current on the website; <http://www.worldseed.org/our-work/plant-health/pathogen-codes/>

14.0 Marketing and Promotion

The marketing methods employed should be centred on the provision of accurate and complete information and be in conformity with the New Zealand Fair Trading Act 1986. These precepts are embodied in the detailed provisions of the Code as set out hereunder.

14.1 Marketing

It is a breach of the Code to market, promote or pack a product in any way which is a breach of the law of New Zealand.

Cultivar information used must be accurate and balanced and must not be misleading, either directly or by implication.

14.2 Claims and Comparisons

Claims for the usefulness of cultivars should be based on the most recent available evidence, which was or could by the exercise of reasonable diligence have been available to the person making the claim.

Comparisons of cultivars must be factual, fair and capable of substantiation. In presenting a comparison, care must be taken to ensure that it does not mislead by distortion, by undue emphasis, or in any other way.

Price or savings claims which are misleading, or which do not offer provable bargains or savings, must not be used.

14.3 Advertising and Promotion

There shall be no statement bearing on the performance of the cultivar which uses reprints, abstracts or quotation in such a way as to mislead the reader by omitting relevant parts or by quoting in such a way as to imply a meaning that was not reasonably open on the whole of the material from which the reprint, abstract or quotation was taken.

Promotional material should not imitate the devices, slogans or general layout adopted by other companies in a way that is likely to mislead or confuse.

Advertisements adopted from scientific data should be fully referenced to the original source and be able to be fully substantiated.

Editorial content must acknowledge the writer or source.

14.4 Public Relations

Information furnished on any aspect of the industry should be accurate and must never be such as to bring discredit upon, or reduce confidence in the industry.

14.5 Market Research

The following provisions apply whether such research is carried out directly by the signatory or by an organisation acting on their behalf:

- a) interviews must not be gained by subterfuge
- b) any incentives given should be kept to a minimum and be commensurate with the work involved
- c) questions intended to solicit disparaging references to competing cultivars must be avoided
- d) market research must not be used as a form of disguised sales promotion

15.0 Audit

Signatories to the Code will be required to undergo an annual audit by an independent auditor appointed by the NZGSTA Code of Practice Committee.

Scope of the audit will reflect the points made in the Code.

Details of the auditor and audit checklist can be found at the NZGSTA website <http://www.nzgsta.co.nz>

It is the responsibility of the signatory to make contact with the auditors and to arrange an appointment for the audit to take place. This should be within 3 months of signing to the Code of Practice.

All charges related to the Code of Practice audit will be on-charged to the individual signatory requesting the audit. This will be charged as an hourly rate and including any extras such as mileage.

On completion of the audit a copy of the audit report will be provided to the signatory by the Auditor. In signing to the Code of Practice, the signatory agrees for the Auditor to provide a copy of the audit report to the NZGSTA.

Signatories will have 3 months in which to rectify any mandatory points for which they have received a non-compliance and have these checked by the auditor.

Full compliance of all mandatory points of the audit is required for a company to achieve "certification" and appear on the Code of Practice Register on the NZGSTA website.

It is the responsibility of the signatory to ensure their audit status is current. Audits will occur annually and the NZGSTA will allow a 2-month grace period after expiry of the previous audit. If no report has been received by the NZGSTA by this time the company will be removed from the register.

16.0 Compliance with the Code of Practice

All NZGSTA members who are signatories to the Code of Practice are bound by the provisions of this Code. The NZGSTA Secretariat will maintain a register posted on its website listing all signatories and the status of their certification <http://www.nzgsta.co.nz/>

17.0 Management of the Code of Practice

17.1 NZGSTA Code of Practice Committee

Management of the Code will be vested in a NZGSTA Code of Practice Committee comprising:

- 1 nominee from the NZGSTA Executive Council
- The General Manager of the NZGSTA (also the Committee Secretary)
- 3 Nominees from the Vegetable Seed Business Group

The Chairman of the committee is to be elected by the members of the committee

The office of the NZGSTA Code of Practice Committee is located at:

185 Kirk Rd
Templeton
Christchurch 7678
NEW ZEALAND

Telephone: 03 349 8430
Facsimile: 03 349 8436

17.2 Appointment of Committee

Nominations will be called for and appointments made for a two-year term by the Executive Council of the NZGSTA.

17.3 Conflict of Interest

Should a complaint concern a member company represented by a member of the NZGSTA Code of Practice Committee that member of the Committee will, for that investigation, disqualify himself or herself and the NZGSTA Executive Council will appoint a representative of another member company to act as a temporary member of the Committee.

Upon receiving a complaint, the General Manager will deem if the nature of the complaint is commercially sensitive thereby requiring independent arbitration.

17.4 Quorum

Three members of the NZGSTA Code of Practice Committee will constitute a quorum.

17.5 NZGSTA Code of Practice Committee Terms of Reference

The terms of reference for the NZGSTA Code of Practice Committee include:

- a) review of the audit progress of signatories to the Code
- b) review of the auditor and audit process
- c) an annual review of the industry's performance in compliance with the Code
- d) a review of the Code as necessary to assess the need for changes. Matters which are deemed of sufficient importance are to be reviewed by the NZGSTA Code of Practice Committee for potential adoption.
- e) promotion of the Code to industry
- f) mediation and determination of disputed cases of alleged non-conformity to the Code
- g) an annual review of complaints and their status

18.0 Complaint Handling Procedure

Allegations of a breach of the Code must be able to be substantiated and in the first instance, be pursued by the person or company making the complaint directly with the person or company alleged to have breached the Code.

18.1 Alleged Breach of the Code

If a complainant alleges a breach of the Code, the complainant shall notify the respondent (of whom the breach is alleged) in writing within 21 days of the date of the complainant becoming aware of the incident;

- a) specifying the breach;
- b) substantiating the breach
- c) requiring that the breach be remedied;
- d) requiring that a reply in writing be given to the complainant within 21 days from receipt of the notification by the respondent:
 - acknowledging receipt of the complainants notice
 - admitting or denying the breach
 - substantiating their position
 - and if admitting the breach, setting out the steps taken or proposed to remedy the breach

18.2 Notification of Complaint to NZGSTA Code of Practice Committee

In the event the complaint is resolved the complainant may still notify the NZGSTA Code of Practice Committee of the complaint so that the breach of the Code can be recorded, however no further action will be taken.

The complainant must send to the Secretary of the Committee:

- a) a copy of the notice given under 18.1
- b) a copy of the reply if any given by the respondent
- c) notice setting out the clauses of the Code alleged to have been breached
- d) the outcome of the complaint resolution

18.3 Referral of Dispute to NZGSTA Code of Practice Committee

There is a dispute which may be referred by either party to the NZGSTA Code of Practice Committee if:

- there is no reply by the respondent within the time limited
- the respondent denies the breach
- the respondent while admitting the breach, does not remedy the breach or propose a remedy which is satisfactory to the complainant; or
- the complaint is not otherwise resolved

If the complainant refers the dispute to the NZGSTA Code of Practice Committee, the complainant must send to the Secretary of the Committee:

- a) a copy of the notice given under 18.1;
- b) a copy of the reply if any given by the respondent;
- c) notice setting out the clauses of the Code alleged to have been breached;
- d) a request that the dispute be referred to the NZGSTA Code of Practice Committee;
- e) if the complainant is proven correct the respondent is responsible for paying all associated fees in full. Conversely if proven wrong the complainant is responsible for payment of all associated fees in full (refer 18.6).

18.4 Documents Referred to Respondent by Secretary

Upon receipt by the Secretary of the documents referred to in 18.3 a), b), c) and d) from the complainant, the Secretary shall send copies of them to the respondent and require the respondent within 14 days from receipt of the documents to send to the Secretary;

- a) an acknowledgment of receipt of the copies of the documents;
- b) any response the respondent desires to make.

Upon receipt from the respondent of the documents referred to in 18.4 a) and b) or upon expiration of 21 days after sending the documents referred to in 18.3 a), b), c) and d) to the respondent whichever first occurs, the Secretary shall refer the dispute with copies of any documents received by him or her under 18.4 a) and b) to the NZGSTA Code of Practice Committee.

18.5 NZGSTA Code of Practice Committee Options

The NZGSTA Code of Practice Committee may at its option:

- a) attempt to resolve the dispute through mediation. The Chairman of the Committee shall obtain consent of all parties to the mediation before commencing;
- b) call upon the complainant or the respondent to provide such further information as the Committee may require;
- c) co-opt the services of appropriate experts as required. Such co-opted experts will have no voting rights.

For NZGSTA members if the dispute cannot be resolved within twenty eight (28) days through mediation it will be referred to Arbitration according to procedures laid down by the NZGSTA Arbitration Rules in force at the time (refer NZGSTA Handbook No. 13).

For non-members if the dispute cannot be resolved within twenty eight (28) days through mediation external arbitration can be pursued independently.

18.6 Fees

Fees associated with the handling of complaints will be charged at the following rates:

NZGSTA Secretary	\$100 per hour ex GST
NZGSTA Code of Practice Committee	\$250 per hour ex GST

Co-opted Experts

The costs incurred in the co-opting of appropriate experts will be covered by the parties to the dispute on a basis pre-determined by the Committee and agreed in writing by the parties prior to the co-opting of such services.

19.0 Actions for Breaches of the Code

Where breaches of the Code, or non-compliance with the audit, have been clearly established the following actions may be taken by the NZGSTA Code of Practice Committee:

- Notify the respondent in writing to give a written undertaking to discontinue, within a specified time frame, any practice which has been determined to constitute a breach of the Code
- Upon notification in writing, the respondent may be required to issue corrective statements as appropriate. The format, size, wording, mode of publication and method of distribution of such statements will be subject to the approval of the Committee prior to release/publication
- A breach of the Code may be referred to an appropriate regulatory authority
- The NZGSTA Code of Practice Committee will at its discretion decide on the required remedial action for the offending party which may include expulsion as a signatory to the Code or a recommendation to the Executive Council for expulsion from the NZGSTA membership

20.0 Quality Mark

It is intended that a Quality Mark for the NZGSTA Code of Practice Vegetable Seed for Sowing will be developed.

The Quality Mark will be a trademarked brand available for use by signatories to the Code who have passed audit and who have signed the licensing agreement.

Application of the Quality Mark and the rules of use will be detailed at the NZGSTA website <http://www.nzgsta.co.nz> when available.

THE UNDERSIGNED being duly authorised have signed this Code of Practice for Vegetable Seed for Sowing.

SIGNATORY	
COMPANY NAME:	
NAME:	
TITLE:	
SIGNATURE:	
DATE:	

WITNESS	
NAME:	
TITLE:	
SIGNATURE:	
DATE:	

On behalf of NZGSTA	
NAME:	
TITLE:	
SIGNATURE:	
DATE:	