



Seed Buzz

JANUARY 2020

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WELCOMING 2020

This new year holds new promise for WSCIA, and the hope that the coming decade will mean even bigger and better things for the Association.

Since the 2019 inspection season wrapped, we have drafted multiple changes to sections of the Washington Administrative Code (WAC) affecting seed certification. We expect that each of these changes will be in place by May of 2020:

- All fields producing any class of certified chickpea seed will be required to be sprayed with a fungicide to control ascochyta blight, treatment of all seed classes will be required for certification, and there is some tolerance for ascochyta blight in seed production fields.
- Adding language to small grains standards referencing Axigen trait and CoAxium wheat production systems, requiring fields are sprayed with Aggressor herbicide and seed is subjected to an approved bioassay. CoAxium wheat stewardship agreements already require spraying of Aggressor herbicide, so even with this new addition to our rules all seed producers should be in compliance due to that agreement.
- Reducing the tolerance for triticale in Certified class seed lots of wheat from 1/1000g (1 in about 2 pounds) to None Found. Triticale has already been at a None Found standard in fields producing all classes of certified seed, it is just the seed standard that is being changed. This

2020 UPDATES TO WSCIA.CO

This winter we've been hard at work updating our software to make submitting field inspection applications easier, and we're ready for you to give it a shot!

- New feature for mapping fields in the application, which we hope will make submitting the application easier for you and will help WSCIA locate fields more efficiently.
- Copies of field inspection applications submitted by contractors will automatically be sent to the listed grower. Just before submission there is an "opt out" option so the copy goes only to the contractor.
- Our Terms & Conditions have been

change would most immediately affect seed purchased for fall 2020 seeding.

The Washington State Department of Agriculture (WSDA) submits these rule change proposals based on input provided by WSCIA. WSDA will notify stakeholders throughout the process, and a public hearing on rule changes will be held to garner stakeholder input.

Please note that from our 2018 round of rule changes, some field inspection applications are now due earlier. Previously, June 1 was the deadline for all cereals and pulse crops inspected by WSCIA. Fall-planted crops are now due on April 1 (2 months earlier!), and chickpeas are due within 28 days of planting. For a complete list of Certification dates, see the calendar on page 5.

DOES YOUR FIELD NEED A SEEDLING INSPECTION?

If a field doesn't meet land history requirements due to previous crop(s) planted, you may apply to WSCIA for a waiver of land history, contingent on seedling inspection. Seedling inspection applications should be submitted within 10 days of planting. These inspections occur at the 3-4 leaf stage; the sooner they are on our radar the better we can schedule ourselves to be available. You can find the application on our website, washingtoncrop.com.

updated, and are now printer friendly.

- We've added a review feature, so you can be sure everything is ready before you hit submit.
- Lost your username/password? We can find it for you, just give us a call.

As with any new technology there are sure to be some wrinkles left to iron out, so when those arise let us know!

Before starting a field application, gather:

- Seed stock tags, bulk certificates, or invoices as PDF files
- Field history information
- Grower contact information
- Field map/location

ANNUAL MEETING RECAP

The 2019 Annual Meeting at Northern Quest Resort & Casino was well-attended, and attendees were engaged throughout. New varieties presented during the Monday morning breeder sessions show the breadth of options available to growers seeking quality, disease resistance, and yield. Attendees also had many opportunities to learn about pest and disease management, weeds and resistance management, and variety protection. Having a present and engaged audience makes the meeting much more valuable for all involved, and we thank those who took part. We could not bring you a meeting of this caliber without industry support.

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 OSU Wheat Research
 Rainier Seeds Inc.
 The McGregor Company
 Washington Genetics
 West Coast Seed Mill Supply
 WSDA Seed Program

SEE YOU IN 2020!

Next meeting:
 November 9-10, 2020
 Three Rivers Convention Ctr.,
 Kennewick, Washington



FOUNDATION SEED

It seems like fall seeding has just ended, and here we are cleaning the spring crop and preparing to ship.

Net CL+, the newest hard red spring wheat release from WSU, and its first spring Clearfield variety, is sold out for 2020 but WSCIA is taking year-in-advance (YIA) orders for 2021 delivery. We expect that spring club stocks will be tight due to demand for seed brought on by the current club premium, so putting in a 2020 request before the February 3 deadline is recommended, as

is using the YIA option if you expect to need additional production in 2021 to replenish seed inventory. For anyone seeking chickpeas, we have substantial inventories of Nash, Royal, and Sawyer, with more limited amounts of Sierra, Dylan, and Troy. You will see some varieties listed as "Last Chance" on the order form. These are varieties that are a little older, and have generally been replaced by a newer release from WSU. WSCIA is decreasing its inventory, and any future orders of these varieties will be done under YIA agreements, they will likely not be available as current

season requests. If you have any questions about this reduction of inventory, or want to arrange production of a variety, please speak with Lauren at 509-334-0461.

Current season seed requests will be accepted and held until February 3, at which point seed will be allocated if current inventory is not enough to meet the demand. Any current season requests made after February 3 will be filled on a first-come basis, dependent on availability.

We are looking forward to working with you for the spring 2020 seed season.

2020 CERTIFICATION CALENDAR

February 1—Deadline to submit field inspection applications and receive waiver of \$25 application fee. All applications submitted after February 1 will be subject to the \$25 application fee. Companies with outstanding audit reports are not eligible for waived fees. February 1 is also the due date for field applications for fall-planted hybrid cereals. Visit our web portal at wscia.co to complete and submit field inspection applications. Electronic files of seed stock documents and field maps will be required to complete the application.

April 1—Field inspection applications are due for fall-planted small grains, peas, and lentils. After this date, a \$50 late fee applies to applications.

April 1—Deadline for Youth education funding requests. WSCIA is proud to support agricultural education projects for Washington youth. Requests must be written and submitted by students. Find more information at washingtoncrop.com/edfunds.

June 1—Field inspection applications are due for spring-planted small grains, peas, and lentils**. After this date, a \$50 late fee applies to applications.

**chickpea field inspection applications are due within 28 days of planting

***seedling inspection applications are due within 10 days of planting

November 9-10 — WSCIA Annual Meeting at Three Rivers Convention Center in Kennewick, WA.

Both seed sellers and purchasers need to be aware of the protection in place on the seed they use. At our 2019 Annual Meeting, protection of intellectual property was a hot topic, and this article reprinted with permission from nobel.org continues that conversation.

KNOW THE 3 WAYS SEED CAN BE LEGALLY PROTECTED BEFORE YOU SAVE IT

Saving seed is a concept that has been around as long as farming. We usually think of saving seed as setting back seed from a previous year's harvest for planting in the following or future years. There is also the practice of setting seed aside from a prior year's harvest, cleaning it, bagging it, and then selling it to other farmers. This practice is often referred to as "brown bagging."

Some of the most common questions plant breeders get when visiting with farmers are "Can I save this seed, and if so how much?" and "Is this variety protected?" or "What is PVP?" Well, the answer to all these questions is quite simple: "It's just downright complicated."

In many cases, seed cannot be saved due to various laws or restrictions. However, there may be some cases in which seed may be saved for future use by the farmer or rancher who originally purchased the protected seed. In the United States, there are a number of legal forms of protecting seed and its use, including Plant Variety Protection (PVP), patents and contracts.

In this article, we will take a quick look at each of these methods of protecting seed. The following information is intended to provide a general overview of a very complex legal framework. It is in

no way intended to provide legal advice, and specific questions should be addressed with legal counsel.

HOW DO YOU KNOW IF SEED IS PROTECTED?

Look at the label or the bag. The label or bag of a protected variety will usually read "Unauthorized Seed Multiplication Prohibited by Law." The PVP symbol may also be used to denote a protected variety. If the seed is protected under a U.S. patent, the patent number may be listed on the label or bag. Also, talk to the seed dealer or company representative from whom you

CHECK RESTRICTIONS BEFORE YOU SAVE SEED

There are seeds out there that are not protected, but it is up to users to ensure that there are no restrictions on the seed they plan to save.

Always remember these steps if you are not sure:

- Check the seed label and bag.
- Talk to the seed dealer or company representative.
- Check the seed company's website.
- Refer to any limited use or technology agreement you were required to sign.
- Consult legal counsel when necessary.

purchased the seed. They may require you to sign a limited use or technology agreement restricting or prohibiting the saving of seed.

1. PLANT VARIETY PROTECTION

Plant Variety Protection is one option for the protection of seed varieties. The developers of new varieties can use a PVP to restrict the marketing and sales of new varieties. A PVP allows the farmer

or rancher who purchased the seed to save seed in certain cases for replanting on their own farm or on land they rent or lease. However, that same farmer or rancher may not sell saved seed to others without authorization. And even then, the owner of the variety can specify the amount of seed to be saved and the quality standards of the seed. They may also insist on cleaning the harvested seeds at their facility in order to maintain the integrity of the variety.

2. PATENTS

A patent is another common way of protecting seed. In the U.S., patents are administered by the U.S. Patent and Trademark Office. A patent can protect a specific seed of a variety, hybrid, improved trait or a particular gene associated with a cultivar. A good example would be Roundup Ready seed. It is not unusual to see a plant variety protected by both a PVP and a patent. Most importantly, there is no exemption under current patent law that allows a farmer or rancher to save seed protected by a patent.

3. CONTRACTS

In some instances, a seed company may require the farmer or rancher to sign a limited use or technology agreement before purchasing seed. This type of agreement may prohibit the saving of seed or specify the conditions under which the seed may be saved.

In many cases, accepting the terms of a contract or agreement could be as simple as opening the bag. Just remember, as all seed companies are different, each contract has its own terms. So, be sure to read the label and the agreement.

By Mike Trammell, Senior Plant Breeder and Suresh Bhamidimarri, Ph.D., Assistant Professor

Washington State Crop Improvement Association

Since 1953

Helping Bring the Best in Quality:

WSCIA Certification & Business Office

Lauren Port—Manager
Karen Olstad—Program Manager
Hannah Sweet—Field Program Manager

WSCIA FSS Seed House

Darryl Krause—Program Operations Manager
Darlene Hilkin—Office Manager
Gary Becker—Seed & Warehouse Technician

www.washingtoncrop.com

Washington State Crop Improvement Association, Inc., is a private non-profit organization working with Washington State University, Washington State Department of Agriculture and Washington seed growers and conditioners to develop, produce and distribute certified seed in order to improve crop yields in the state of Washington. WSCIA was incorporated in 1953. It is governed by a Board of Directors and an Executive Committee. Directors are elected by their county crop improvement associations.

The Association has an active membership of over 400 members. Anyone (person or organization) interested in quality seed in general is encouraged to become a member of the Association. Membership in the Association provides the member information relative to the seed industry such as new developments, technical information, and sources and availability of seed, etcetera.

Washington State Crop Improvement Association, Inc. is funded by fees for services rendered and Foundation Seed sales.

Fall-planted crop field applications due **April 1**
Spring-planted crop field applications due **June 1**
Chickpeas must be submitted within **28 days** of planting

NON-PROFIT ORGANIZATION
U.S. POSTAGE
PAID
PULLMAN, WA
PERMIT NO 81

Washington State Crop Improvement Assn.
2575 NE Hopkins Court
Pullman, WA 99163
(509) 334-0461
RETURN SERVICE REQUESTED



SPRING 2020 SEED AVAILABILITY LIST AND ORDER FORM

DUE FEBRUARY 3, 2020: APPLICATIONS FOR SPRING CEREAL/FIELD PEA/LENTIL/CHICKPEA 2020 PLANTING

DUE FEBRUARY 10, 2020: APPLICATIONS FOR SPRING CEREAL/FIELD PEA/LENTIL/CHICKPEA 2021 YEAR-IN-ADVANCE REQUESTS (Requires Contract &/or Deposit)

DUE MARCH 29, 2020: APPLICATIONS FOR SPRING 2020 DRY BEAN PLANTING

DUE MAY 1, 2020: APPLICATIONS FOR SPRING 2021 DRY BEAN YEAR-IN-ADVANCE REQUESTS (REQUIRES YIA CONTRACT &/OR DEPOSIT)

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

FIELD PEAS	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Specter Winter Feed	\$ 0.65			
Windham Winter Feed	\$ 0.65	YIA ONLY		
Hampton Green Field *	\$ 0.68			

LENTILS	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Avondale *	\$ 1.08			
Brewer	\$ 0.98			
Mason	\$ 0.98			
Merrit	\$ 0.98			
Morena *	\$ 1.08			
Pardina	\$ 0.98			

SPRING BARLEY	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Bob 2-Row Feed LAST CHANCE	\$ 0.45			
Elise 2-Row Feed *** LAST CHANCE	\$ 0.45			
Fritz 2-Row Malt *** ®	\$ 0.50			
Full Pint 2-Row Malt	\$ 0.50			
Havener 2-Row Hulless***	\$ 0.57			
Lyon 2-Row Feed *** LAST CHANCE	\$ 0.57			
Meg's Song 2-Row Hulless ** & ***	\$ 0.57	ASK		
Muir 2-Row Feed *** LAST CHANCE	\$ 0.57			
Palmer 2-Row All-Malt	\$ 0.71	YIA ONLY		
Survivor 2-Row Feed *** ®	\$ 0.57			

SPRING WHEAT	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Alum HR ***	\$ 0.57			
Chet HR ***	\$ 0.57			
Dayn HW ***	\$ 0.57			
Diva SW LAST CHANCE	\$ 0.50			
Eden Club LAST CHANCE	\$ 0.50			
Glee HR *** ®	\$ 0.57			
JD Club	\$ 0.57			
Kelse HR	\$ 0.57			
Louise SW	\$ 0.57			
Melba Club *** ®	\$ 0.57			
Net CL+ HR ** & ***	\$ 0.71	SOLD OUT		
Ryan SW ***	\$ 0.57			
Seahawk SW ***	\$ 0.57			
Tekoa SW ***	\$ 0.57			
Whit SW ® LAST CHANCE	\$ 0.50			

CHICKPEAS	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Dylan Large Kabuli	\$ 0.98			
Myles Desi Type	\$ 0.98			
Nash Large Kabuli *	\$ 1.18			
Royal Large Kabuli *	\$ 1.18			
Sawyer Large Kabuli	\$ 0.98			
Sierra Large Kabuli	\$ 0.98			
Troy Lg. Spanish White Kabuli	\$ 0.98			

DRY BEANS	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Othello Pinto	\$ 0.98			
Quincy Pinto	\$ 0.98			
Silver Cloud Wh. Kid.	\$ 0.98	ASK		
T-39 Bl. Turtle Soup	\$ 0.98			
Orca Black & White Novelty	\$ 0.98			

GRASSES	BULK/LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Canbar Canby Bl.Gr.	\$ 17.00			
Sherman Big Bl.Gr.	\$ 17.00			
Bromar Mt. Brome	\$ 17.00	ASK		
Alkar Tall Whtgr	\$ 17.00	ASK		
Secar S.R. Whtgr	\$ 17.00			
Whitmar Brdls Whtgr	\$ 17.00	ASK		
Covar Sheep Fescue	\$ 17.00			
Durar Hard Fescue	\$ 17.00			
Union Flat Blue Wrye	\$ 17.00	ASK		
White Pass Blue Wrye	\$ 17.00	ASK		
Anatone Bluebunch Whtgr	\$ 17.00			

OATS	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Monida	\$ 0.57			
Park	\$ 0.57			

ALFALFA	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Vernema/WA	\$ 8.00			
Vernal/WI	\$ 6.00			
Winema/WA	\$ 8.00			

RED CLOVER	LB	2020	2021	Pkg Type
		POUNDS	YIA POUNDS	
Arlington/WI	\$ 9.00			
Marathon/WI	\$ 10.00			

® Indicates that both Foundation and Registered classes are available.
Contact the Seed House for information about Registered pricing.

Please indicate Package Type Code: 50/60# Paper = "P" or 2000# Poly Bulk Bag = "B"

- * License Required for Purchase (WSCIA), price includes royalty
- ** Includes License (PVP) &/or New Variety Surcharge
- *** License Required for Purchase (WSU)

SMALL GRAIN STANDARD TREATMENT: CRUISERMAXX .66

ADDITIONAL RATE OF 1.33 CRUISERMAXX AVAILABLE UPON REQUEST

SOME CARRYOVER INVENTORIES MAY BE TREATED WITH RAXIL XT ONLY

PVP and New Variety Surcharges are applied for first two years of variety release.

ALL SALES ARE MADE PENDING BUYERS ACCEPTANCE OF TERMS OF SALE AND SIGNED WARRANTY AND DISCLAIMER - ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. WSCIA RETAINS THE RIGHT TO ALLOCATE SEED WHEN SEED STOCKS ARE IN LIMITED SUPPLY.

Purchaser to review agree to the terms on the reverse by signing and dating the Purchase Order

Company/Farm Name _____

Contact Person _____

Billing Address _____

City/State/Zip _____

Phone and E-mail _____

MAIL, PHONE, E-MAIL OR FAX YOUR SIGNED ORDER TO:

Washington State Crop Improvement

2575 NE Hopkins Ct., Pullman, WA 99163

Seedhouse Phone: 509-335-4365 / FAX: 509-335-7007

E-mail: darlene@washingtongcrop.com

PURCHASE ORDER – TERMS AND CONDITIONS OF SALE

Mail or fax to: Washington State Crop Improvement Association (WSCIA) Foundation Seed Service
2575 NE Hopkins Ct., Pullman WA, 99163 • Fax: (509) 335-7007

Please Note: If you place an order by phone or e-mail, WSCIA will still need a *signed copy* of this form showing that you agree to the terms and conditions as stated below. If the signed copy is not received by WSCIA within 14 days of your order, WSCIA may terminate your order without notice.

- 1) This Purchase Order can only be changed or canceled if the purchaser notifies WSCIA within 7 days after this order is placed.
- 2) Payment for seed is due within 30 days of invoice date. An 18% finance charge will be applied to all invoices not paid within 30 days of invoice date, with minimum finance charge of \$5.00.
- 3) **Due to the cost and risk involved in producing seed, WSCIA requires** at its discretion **and purchaser hereby agrees, that any purchaser ordering seed in advance (“Year-in-Advance” order) must deposit 20%** if required by WSCIA-FSS **of the posted Foundation seed price with the seed order. The purchaser must also take delivery of, and pay for, 100% of seed ordered.**
- 4) WSCIA cannot, and does not guarantee the availability of any seed order. Therefore, if seed of a marketable quality is not available upon order, WSCIA in its sole discretion will choose whether to allow the purchaser to change, cancel or reconfirm the seed order beyond the change deadlines listed in Paragraph 1 above. Said changes will only be allowed if placed in writing and signed by WSCIA and the purchaser.
- 5) No seed orders will be returned or resold without prior written approval of WSCIA which WSCIA may withhold for any reason.
- 6) All Foundation class seed of allocated varieties must be used as Foundation seed only, and will not be reclassified to Registered or Certified seed without written approval of WSCIA.
- 7) Seed is priced F.O.B. the storage location. All freight arrangements and/or charges are the sole responsibility of the purchaser. If someone other than the purchaser is to pick up the seed order, WSCIA must be notified in advance, in writing, of the name of the person or persons picking up the order.
- 8) Once the seed order has been loaded for the purchaser, WSCIA is released from any and all responsibility for the seed.
- 9) All special orders, such as orders of any variety of seed not listed on WSCIA’s advance order form, will have additional charges including, but not limited to, freight charges, in addition to the established price set by the WSCIA Board of Directors.
- 10) If a seed shortage exists relative to a particular variety, the seed will be allocated among those ordering it according to WSCIA’s Allocation Policy (11/18/02) which is incorporated herein by this reference. A copy can be obtained by contacting WSCIA.
- 11) **Limited Warranty:** WSCIA warrants, ***to the extent of the purchase price only***, that the seeds WSCIA sells will be labeled as required by law and will conform to the label description within the recognized tolerances in the seed industry and its standards. **WSCIA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE/USE.**
- 12) **WSCIA HAS MADE EFFORTS TO MINIMIZE THE POSSIBILITY OF OUT CROSSING, HOWEVER, WSCIA SELLS ALL SEEDS IN AS-IS CONDITION/Form** AND IS NOT RESPONSIBLE FOR ANY OUT-CROSSING WHICH HAS OCCURRED, MAY OCCUR, OR WILL OCCUR IN ANY FOUNDATION SEED PRODUCTION FIELD. THE PURCHASER OF THE SEED AGREES TO ASSUME THE RESPONSIBILITY OF REMOVING ANY VISUALLY OFF-TYPE SEED(S) WHICH MAY HAVE RESULTED FROM A CROSS-POLLINATION EVENT TO THE EXTENT THAT CERTIFICATION STANDARDS ARE MET.
- 13) **LIMITATION OF LIABILITY: THE PURCHASER’S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL DAMAGES SUSTAINED AND/OR LOSSES SUFFERED WITH RESPECT TO THE PURCHASE AND/OR USE OF THE SEED ORDERED FROM WSCIA, WHETHER BY WSCIA’S BREACH OF WARRANTY, NEGLIGENCE, OR ANY BREACH OF ANY OTHER DUTY, IS LIMITED TO THE FOREGOING WARRANTY AND SHALL BE, AT WSCIA’S SOLE OPTION, LIMITED TO THE RECOVERY OF AN AMOUNT NOT TO EXCEED THE ORIGINAL PURCHASE PRICE OF THE SEED.**
- 14) **LIQUIDATED DAMAGES:** The parties agree that should Purchaser fail to pay for and accept the seed per the terms of this agreement, that WSCIA’s damages are difficult to ascertain in advance. The difficulty of ascertaining damages is partly due to the uncertainty of whether and to what extent WSCIA can mitigate its damages. Therefore, the parties agree that establishing liquidated damages remedy will lead to greater certainty of the parties’ rights. The agreed liquidated damages is 80% of the original sales price or a lesser amount in WSCIA’s determination.
- 15) This agreement shall be governed by the laws of the State of Washington and venue for any action shall lie in Superior Court for Whitman County, Washington. This agreement may be subject to mediation according to Chapter 49 of Title 15 of the Revised Code of Washington. In any action to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

Purchaser’s Signature

date

WSCIA

date

Purchaser’s Name

WSCIA Name