

**U.S. Department of Agriculture
Agricultural Research Service**

BLACK BOX MICROBE GERmplasm STORAGE DEPOSIT AGREEMENT

PARTIES:

ARS: USDA, ARS, Plains Area
 National Laboratory for Genetic Resource Preservation (NLGRP)
 1111 S Mason St.
 Fort Collins, CO 80521

Director: Daren Harmel
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Depositor: Organization: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Depositor Scientist: _____
Tel: _____
FAX: _____
E-mail: _____

PREAMBLE:

The U.S. Department of Agriculture, Agricultural Research Service, established the National Plant Germplasm System (NPGS). The mission of the NPGS is to support agricultural production by: (1) acquiring crop germplasm; (2) conserving crop germplasm; (3) evaluating and characterizing crop germplasm; (4) documenting crop germplasm; and (5) distributing crop germplasm. The National Laboratory for Genetic Resource Preservation (NLGRP), with extensive capacity and infrastructure, provides security back-up storage of seeds and microbes for ARS and other governmental agencies, botanical gardens, national genebanks in other countries, international genebanks, NGOs and Native American tribes. Free, back-up storage at NLGRP protects genetic resource collections from irreplaceable loss and ensures long-term benefits of genetic resources.

PURPOSE:

1. To provide “Black Box storage” (defined jointly by CONDITIONS 1 through 19) at ARS NLGRP for microbe isolates sent by Depositor and maintained by ARS under previous storage agreements (‘Accessions’) and “Black Box storage” (defined jointly by CONDITIONS 1 through 19) and for new isolates sent by Depositor under this Agreement (collectively defined as ‘Material’);

Brief Description of Material(s): _____

2. To replace the following previous storage agreement (ARIS # _____) between the Depositor and ARS NLGRP, or its predecessors in title, with this new Agreement.
3. To deposit additional microbe isolates detailed in Appendix 1 – Microbe Inventory under this Agreement.

PROCESS:

For newly deposited Material, Depositor shall:

1. List Depositor’s accession identification number and taxonomy in Appendix 1 – Microbe Inventory and include a paper copy of the Appendix 1 – Microbe Inventory in each shipment. This paper copy included in each shipment shall also cross-reference the contents of each individual box/isolate in the shipment with each individual item listed in the Appendix 1 – Microbe Inventory;
2. E-mail a complete Appendix 1 – Microbe Inventory covering the contents of each shipment to ARS in xls format to nlgrp-blackbox@usda.gov before shipment;
3. Ship Material to the ARS NLGRP in mutually agreed on packaging to the ARS address listed in this Agreement; and
4. Pay all costs associated with shipping the Material.
5. Not send any taxa listed as select agents in the Federal Select Agent Program. Taxa listed can be found at <https://www.selectagents.gov/selectagentsandtoxinslist.html>. To send only taxa listed in Biosafety Risk Group 1 or 2;
6. The Provider is responsible for obtaining any and all permits needed for the transfer of the Material to ARS-NLGRP and for the transfer from ARS-NLGRP to the Provider should the Provider request the material.

Depositor may:

1. Deposit additional Material with ARS over the term of the Agreement. Additional Material shall be shipped as detailed above with a Letter of Transmittal that shall refer to this Agreement and bind Depositor and ARS to the terms of this Agreement for the additional Material shipped to ARS. (See Instructions Appendix 2 – Letter of Transmittal)

CONDITIONS:

The Material is deposited with ARS under the following conditions:

1. The Material shall only be used for “Black Box” storage and shall not be part of the NPGS collection.
2. ARS-NLGRP will not open any vial and will promptly notify the Provider if there is any suspected vial leakage.
3. ARS shall not use the Material for any other purpose including but not limited to research, breeding, training, propagation, characterization, viability testing and regeneration.
4. ARS shall not transfer the Material, in whole or in part, to a third party. Any third party requesting a sample shall be referred to Depositor.

5. The Material is available from the Depositor in a manner that facilitates access for research, conservation and sustainable use in compliance with national laws and applicable international treaties.

6. Rights of the Depositor over the Material are not changed by this Agreement.

7. ARS will provide optimal storage conditions. ARS will be responsible for all storage costs pertaining to the Material.

8. ARS shall not be liable for any damage caused to the Material by any reason. In the event of loss or destruction of Material at NLGRP, NLGRP will inform Depositor in writing of the loss and the reasons therefore.

9. ARS will return Material to Depositor at Depositor's written request. Any written notice given under this Article shall identify the specific seed lots of Material that are to be withdrawn. ARS will return the requested seed lots of Material within a period of one (1) year from the date of receipt of such written notice. The costs of packaging and shipping in respect of the return of the seed lots of Material shall be borne by the Depositor. ARS will continue to exercise all care and diligence over the seed lots from the time notice is received until actual shipment of the seed lots of Material.

10. Depositor shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of its organizational units, employees, products, or services; except to the extent permission is specifically granted by an authorized representative of ARS.

11. ARS shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by Depositor of its organizational units, employees, products, or services; except to the extent permission is specifically granted by an authorized representative of Depositor.

12. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and/or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.

13. The provisions of this Agreement are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.

14. ARS will treat all information generated or gathered under this agreement in accordance with the Freedom of Information Act.

15. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind each of the parties to this Agreement.

16. ARS is an agency of the U.S. Government and any rights or obligations created under this Agreement are freely transferable within the U.S. Government and shall not be deemed a "transfer."

17. This Deposit Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.

18. Before the expiration of this Agreement, Depositor and ARS will determine if the agreement will be renewed. If not renewed, ARS will return the Material to the Depositor.

19. Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice not less than sixty (60) calendar days prior to the desired termination date.

20. This Agreement constitutes the entire agreement between Depositor and ARS and supersedes all prior agreements and understandings between them with respect to its subject matter.

This Agreement shall become effective upon date of final signature and shall continue in effect for a period of ten (10) years.

Appendix 1 – Microbe Inventory
Appendix 2- Letter of Transmittal Template

Return templates (and for questions) use the following email: NLGRP-Blackbox@usda.gov



ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE

Signature (Scientific Technology Transfer Coordinator)

ACCEPTED FOR THE COOPERATOR:

Signature

Date

Typed Name

By signing below, the ARS Scientist and ARS Research Leader acknowledge that they have read, understood, and agreed to the terms and conditions of this Agreement.

Signature (ARS Scientist)

Signature (ARS Research Leader)

ARIS # _____
Version:
6/28/2023