

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

ARS Scientist: Dr. Daren Harmel  
Tel: (970) 492-7771  
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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) provides security back-up storage of seeds for other governmental agencies, botanical gardens, national genebanks in other countries, international genebanks, NGOs, and Native American tribes. Back-up storage at NLGRP protects publicly available genetic resource collections from irreplaceable loss.

**PURPOSE:**

1. To provide "Black Box storage" (defined jointly by CONDITIONS 1 through 19) at ARS NLGRP for packets of seed sent by Depositor (defined as 'Material')
2. To replace the following previous storage agreements between the Depositor and ARS NLGRP, or its predecessors in title, with this new Agreement

Brief Description of Material(s)

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For newly deposited Material, Depositor shall:

1. Carefully review and adhere to the Deposit Instructions located at <https://www.ars.usda.gov/plains-area/fort-collins-co/center-for-agricultural-resources-research/paagrpru/docs/plants/pages/deposit-germplasm/>.
2. Provide an electronic Seed Packet Inventory spreadsheet (Appendix 1) identifying the material being deposited by box and include a paper copy of the seed packet Inventory in each labelled shipment box. The boxes will not be opened, and the inventory will not be cross-checked with box contents – the inventory spreadsheet is presumed to be correct. A Seed Packet Inventory template (Appendix 1) can be downloaded at <https://www.ars.usda.gov/plains-area/fort-collins-co/center-for-agricultural-resources-research/paagrpru/docs/plants/pages/deposit-germplasm/>.
3. E-mail the completed Seed Packet Inventory (Appendix 1) covering the contents of each shipment box to ARS in xlsx format at [NLGRP-Blackbox@usda.gov](mailto:NLGRP-Blackbox@usda.gov) before shipment. This copy should be identical to those included in the shipment boxes.
4. Ship Material to the ARS NLGRP in heat-sealed foil seed packets and standard sized boxes. Consult with NLGRP ([NLGRP-Blackbox@usda.gov](mailto:NLGRP-Blackbox@usda.gov)) about the specific box size since size will depend on where the material will be stored. All boxes shall be clearly labeled with identifiers corresponding to those listed in the inventory spreadsheet. Ship to the ARS address listed in the Deposit Instructions.
5. Pay all costs associated with shipping the Material.

Depositor may:

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. Letter of transmittal template can be downloaded at <https://www.ars.usda.gov/plains-area/fort-collins-co/center-for-agricultural-resources-research/paagrpru/docs/plants/pages/deposit-germplasm/>.

**CONDITIONS:**

The Material is deposited with ARS under the following conditions:

1. The Material shall only be stored for safety duplication (Black Box) and shall not be part of the NPGS collection. Boxes shall not be opened except under extraordinary circumstances.
2. ARS shall not use the Material for any other purpose including but not limited to research, breeding, training, propagation, characterization, viability testing, and regeneration.
3. 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 the Depositor.

4. The Material shall be 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. Repatriation by ARS prior to distribution does not constitute availability – the depositor shall maintain separate inventory.

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

6. ARS will provide optimal (-20 C) seed storage conditions. ARS will be responsible for all storage costs pertaining to the Material.

7. 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.

8. ARS will return (repatriate) Material to Depositor at Depositor's written request. Any written notice given under this Article shall identify the specific boxes of Material that are to be withdrawn. ARS will return the requested boxes 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 Material.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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."

16. 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.

17. 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 or destroy the Material by agreement of the depositor. After a period of 10 years, ARS may destroy materials that have not been returned.

18. 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.

19. 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.

**Instructions for depositing black box collections, a spreadsheet template for Seed packet Inventory (Appendix 1) and a template for the letter of transmittal (needed for shipments after the initial deposit), can be found at this website:**

<https://www.ars.usda.gov/plains-area/fort-collins-co/center-for-agricultural-resources-research/paagrpru/docs/plants/pages/deposit-germplasm/>

For further information, please contact: [NLGRP-Blackbox@usda.gov](mailto:NLGRP-Blackbox@usda.gov).

**ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE**

\_\_\_\_\_  
Signature (Scientific Technology Transfer Coordinator)

\_\_\_\_\_  
Date

**ACCEPTED FOR THE COOPERATOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

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**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)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature (ARS Research Leader) Date

\_\_\_\_\_  
Typed Name

ARIS # \_\_\_\_\_  
Storage Agreement: version 04/04/2023