

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

**ARS-TRIBAL SECURE SEED STORAGE AGREEMENT
For
FEDERALLY RECOGNIZED TRIBES**

PARTIES:

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

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DEPOSITOR: Name of Tribal Nation:

Name of Tribal Nation Primary Contact:
Address:
City:
State:
Zip code:
Tel:
E-mail:

Name of Tribal Nation Secondary Contact:
Address:
City:
State:
Zip code:
Tel:
E-mail:

PREAMBLE:

The U.S. Department of Agriculture, Agricultural Research Service, operated 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 and associated information. 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 Federally-Recognized Tribes (including Tribal arms and instrumentalities). Back-up storage at NLGRP protects genetic resource collections from irreplaceable loss and ensures long-term benefits of genetic resources.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereafter set forth, ARS and DEPOSITOR, intending to be legally bound, agree as follows:

PURPOSE:

1. To provide “Secure Seed 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):

For newly deposited MATERIAL, DEPOSITOR shall:

1. Carefully review and adhere to the ARS-TRIBAL Secure Seed Storage 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) in Microsoft Excel spreadsheet format with the .xlsx file extension to identify the material being deposited by box and include a paper copy of the Seed Packet Inventory spreadsheet in each labeled shipment box. The boxes will not be opened by ARS, and the inventory will not be cross-checked with box contents by ARS – the inventory spreadsheet is presumed to be correct. A Seed Packet Inventory spreadsheet 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 spreadsheet (Appendix 1) documenting the contents of each shipment box to ARS at 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) about the procedures and specific box size because 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 ARS-TRIBAL Secure Seed Storage instructions.
5. Pay all costs associated with shipping the MATERIAL.

DEPOSITOR may:

Deposit seed packets of new material (which shall be added to the definition of MATERIAL above) with ARS over the term of this Agreement. The seed packets of new material shall be shipped as detailed above with an ARS-TRIBAL Letter of Transmittal that shall refer to this Agreement and bind DEPOSITOR and ARS to the terms of this Agreement for the seed packets of new material shipped to ARS. The ARS-TRIBAL Letter of Transmittal template can be downloaded at <https://www.ars.usda.gov/plains-area/fort-collins-co/center-for-agricultural-resources-research/pagrpru/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 (“Secure Seed Storage”) and shall not be part of the NPGS collection. ARS will not open any Secure Seed Storage boxes received by DEPOSITOR under ANY circumstances. In the event the integrity or viability of the MATERIAL is in question, ARS shall promptly notify DEPOSITOR and return any affected Secure Seed Storage boxes to DEPOSITOR so that DEPOSITOR can verify the integrity or viability of the MATERIAL. The cost of packaging and shipping the affected Secure Seed Storage boxes back to DEPOSITOR shall be borne by DEPOSITOR.
2. ARS shall not use the MATERIAL for any other purpose including but not limited to research, gene sequencing or modification, breeding, training, propagation, characterization, viability testing, public access, and regeneration.
3. ARS shall not transfer the MATERIAL, in whole or in part, to any third party. Any third party requesting a sample shall be referred to DEPOSITOR.
4. Given the federal government’s general trust and treaty responsibility to support Federally Recognized Tribes, DEPOSITOR is encouraged (but not required) to make the MATERIAL available in a manner that facilitates access for research, conservation and sustainable use. Any MATERIAL provided to ARS may only be released back to DEPOSITOR.
5. DEPOSITOR retains ownership of the MATERIAL. The rights of 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 Secure Seed Storage boxes of MATERIAL that are to be withdrawn. ARS will return the requested Secure Seed Storage 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 Secure Seed Storage boxes of MATERIAL shall be borne by the DEPOSITOR. ARS will continue to exercise all care and diligence over the Secure Seed Storage boxes from the time notice is received until actual shipment of the Secure Seed Storage boxes of 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 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 and/or digital signatures 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 ARS-TRIBAL Secure Seed Storage 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 this agreement will be renewed. If not renewed, ARS will return the MATERIAL to the DEPOSITOR. The costs of

packaging and shipping in respect of the return of the Secure Seed Storage boxes of MATERIAL shall be borne by the DEPOSITOR.

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 ARS-TRIBAL Secure Seed Storage boxes of MATERIAL, a spreadsheet template for Seed Packet Inventory (Appendix 1) and a template for the ARS-TRIBAL 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 .

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE

Signature (Scientific Technology Transfer Coordinator)

Date

ACCEPTED FOR THE DEPOSITOR:

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)

Date

Typed Name

Signature (ARS Research Leader)

Date

Typed Name

ARIS # _____

ARS-TRIBAL Secure Seed Storage Agreement: version 11/08/2024