



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

February 3, 2016

Jacob J. Vukich  
Manager, US Registration and Regulatory Affairs  
E.I. du Pont de Nemours and Company  
DuPont Crop Protection  
Chestnut Run Plaza  
974 Centre Road  
Wilmington, DE 19805

Subject: New Use on DuPont Inzen Grain Sorghum  
Product Name: DuPont Nicosulfuron Technical  
EPA Registration Number: 352-535  
Application Date: December 12, 2012  
Decision Number: 473409

Dear Mr. Vukich:

The application referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, is acceptable under FIFRA section 3(c)(5) with the following conditions:

1. DuPont must submit and/or cite all data required for registration/reregistration/registration review of this product when the Agency requires all registrants of similar products to submit such data.
2. The use on Inzen grain sorghum will automatically **expire on January 31, 2021**, unless the Agency amends this condition otherwise.
3. DuPont must develop and follow an Herbicide Resistance Management Plan (HRM) as described in Appendix A regarding grower agreements, field detection and remediation, education, evaluation, reporting, and best management practices (BMPs).
4. DuPont must submit annual reports to the Agency by January 15<sup>th</sup> of each year as outlined in Appendix A Section D, "Reporting Component", until the Agency amends this condition otherwise.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one (1) copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product

*Continued on page 2*

if it bears this new revised labeling or subsequently approved labeling. “To distribute or sell” is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

Should you wish to add/retain a reference to the company’s website on your label, then please be aware that the website becomes labeling under the Federal Insecticide, Fungicide, and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) lists examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product’s label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA’s Office of Enforcement and Compliance.

Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6.

If you have any questions, please contact Mindy Ondish by phone at 703-605-0723, or via email at [ondish.mindy@epa.gov](mailto:ondish.mindy@epa.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Kenny', followed by a long horizontal flourish.

Daniel Kenny, Chief  
Herbicide Branch  
Registration Division (7505P)  
Office of Pesticide Programs

Enclosures

Appendix A – Herbicide Resistance Management Plan

Approved label – add use on DuPont Inzen grain sorghum

## APPENDIX A

### Herbicide Resistance Management Plan

DuPont Crop Protection (“DuPont”) must:

A. Grower Agreements, Field Detection and Remediation Components

1. Require that any person who purchases any Inzen sorghum seed sign a binding contract, enforceable by DuPont (similar to the sample agreement provided by DuPont to the EPA), herein referred to as a “grower agreement”. In such grower agreement, DuPont will reinforce with users of this product the critical importance of following resistance-management practices. This includes stressing the need for pre- and post-application field scouting and that a lack of herbicide efficacy should be reported promptly to DuPont or its representatives;
2. Provide a copy of the grower agreement to EPA;
3. Retain copies of all executed grower agreements for a minimum of three years from the date of execution, and make such copies available to EPA upon request;
4. If any grower informs DuPont or its representatives of a lack of herbicide efficacy in a weed species listed on product labeling, then DuPont or its representatives must make an effort to evaluate the field for likely-resistance to this product by applying the criteria below, as set forth in Norsworthy, *et al.*, “Reducing the Risks of Herbicide Resistance: Best Management Practices and Recommendations” Weed Science 2012 Special Issue: 31-62 (“Norsworthy criteria”);

Norsworthy, et al. Criteria for Determining Possible (Likely) Herbicide Resistance

- 1) *Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds; and/or*
  - 2) *A spreading patch of non-controlled plants of a particular weed species; and/or*
  - 3) *Surviving plants mixed with controlled individuals of the same species.*
5. Keep records of all field evaluations for likely-resistance for a minimum of three years, and make such copies available to EPA upon request; and
  6. If one or more of the Norsworthy criteria are met, then:
    - a. Provide the grower with specific information and recommendations to control and contain likely-resistant weeds, including retreatment and/or other non-chemical controls, as appropriate. If requested by the grower, DuPont will become actively

- involved in implementation of weed control measures;
- b. Request, at the time of the initial determination that one or more of the Norsworthy criteria are met and prior to any application of alternative control practices, that the grower provide access to the relevant field(s) to collect specimens of the likely-resistant weeds (potted specimens or seeds) for potential further evaluation in the greenhouse or laboratory, and to collect such specimens if possible (or, alternatively, request that the grower provide such specimens to DuPont at DuPont's expense);
  - c. Conduct greenhouse or laboratory studies to confirm resistance as soon as practicable following sample collection, if technically feasible;
  - d. To the extent possible, contact or visit the grower in an appropriate timeframe after implementation of the additional weed control measures in order to evaluate success of such measures; and
  - e. If the additional weed control measures were not successful in controlling the likely-resistant weeds, then:
    - i. Work with the grower to determine the reason(s) why the additional control measures were unsuccessful;
    - ii. Report annually the inability to control the likely-resistant weeds to relevant stakeholders; and
    - iii. Offer to further assist the grower with technical expertise on how to control and contain the likely-resistant weeds, including retreatment and/or other non-chemical controls, as appropriate.

**B. Educational/Informational Component**

1. Develop and implement an education program for growers that includes the following elements:
  - a. The education program shall identify appropriate best management practices (BMPs), set forth under "Best Management Practices (BMPs) Component", below, to avoid and control weed resistance, and shall convey to growers the importance of complying with BMPs;
  - b. The education program shall include at least one written communication regarding herbicide-resistance management each year to purchasers of Inzen sorghum seed (separate and apart from the grower agreement); and

- c. The education program shall be made available to DuPont sales representatives for distribution to growers.
2. Provide a copy of the education program to EPA.

*C. Evaluation Component*

1. Annually conduct a survey of users of Inzen sorghum seed. This survey must be based on a statistically representative sample of users of Inzen sorghum seed. The sample size and geographical resolution should be adequate to allow analysis of responses within regions, between regions, and across the United States. This survey shall evaluate, at a minimum, the following:
  - a. Growers' adherence to the terms of the grower agreements; and
  - b. Whether growers have encountered any perceived issue with non-performance or lack of efficacy of this product, and if so, how growers have responded.
2. Utilize the results from the survey described in paragraph 1 of this section to annually review, and modify as appropriate for the upcoming growing season, the following:
  - a. Efforts aimed at achieving compliance with the grower agreement;
  - b. Responses to incidents of likely weed resistance and confirm weed resistance; and
  - c. The education program. At the initiative of either EPA or DuPont, both parties shall consult about possible modifications to the education program.

*D. Reporting Component*

1. Submit annual reports to EPA by January 15<sup>th</sup> of each year. The reports shall include:
  - a. Annual sales of Inzen sorghum seed and its associated herbicide product by state;
  - b. The current grower agreement;
  - c. The first annual report shall include the current education program and associated materials, and subsequent annual reports shall include updates of any aspect of the education program and associated materials that have materially changed since submission of the previous annual report;
  - d. Summary of efforts aimed at achieving compliance with the grower agreement;
  - e. Summary of determinations as to whether any reported lack of herbicide efficacy was due to likely-resistance, any follow-up actions taken, and if available, the final

- outcome (e.g., evaluation of success of additional weed control measures) regarding each case of likely-resistance. The annual report shall list the cases of likely-resistance by county and state;
- f. The results of the annual survey described in paragraph 1 of the Evaluation Component above, including whether growers are implementing herbicide resistance BMPs, and a summary of DuPont's annual review and possible modification, based on the survey, of the education program, grower agreement compliance efforts, and response to reports of likely-resistance, described in paragraph 2 of the Evaluation Component above; and
  - g. Summary of the status of any laboratory and greenhouse testing performed by or at the direction of DuPont, in response to incidents of likely-resistance, performed in the previous year. Data pertaining to such testing need not be included in the annual reports, but such data must be made available to EPA upon request.
2. Following submission of the annual report, DuPont shall meet with EPA at EPA's request in order to evaluate and consider the information contained in the report.

*E. Best Management Practices Component*

- 1. Identify best management practices (BMPs) in the education program. The grower agreement shall advise growers to follow BMPs. The following are examples of BMPs:
  - a. Regarding crop selection and cultural practices:
    - i. Understand the biology of the weeds present.
    - ii. Use a diversified approach towards weed management focused on preventing weed seed production and reducing the number of weed seeds in the soil seed-bank.
    - iii. Emphasize cultural practices that suppresses weeds by using crop competitiveness.
    - iv. Plant into weed-free fields, keep fields as weed-free as possible, and note areas where weeds were a problem in prior seasons.
    - v. Incorporate additional weed control practices whenever possible, such as mechanical cultivation, biological management practices, crop rotation, and weed-free crop seeds, as part of an integrated weed control program.
    - vi. Do not allow weed escapes to produce seeds, roots, or tubers.

- vii. Manage weed seed at harvest and post-harvest to prevent a buildup of the weed seed-bank.
- viii. Prevent field-to-field and within-field movement of weed seed or vegetative propagules.
- ix. Thoroughly clean plant residues from equipment before leaving fields.
- x. Prevent and influx of weeds into the field by managing field borders.
- xi. Fields must be scouted before application to ensure that the specific herbicide and application rates will be appropriate for the weed species and weed sizes present.
- xii. Fields must be scouted after application to confirm herbicide effectiveness and to detect weed escapes.
- xiii. If resistance is suspected, treat weed escapes with an alternate mode-of-action herbicide or use non-chemical methods to remove escapes.

b. Regarding herbicide selection:

- i. Use a broad spectrum soil-applied herbicide with a mechanism of action that differs from this product as a foundation in a weed control program.
- ii. A broad spectrum weed control program should consider all of the weeds present in the field. Weeds should be identified through scouting and field history.
- iii. Difficult to control weeds may require sequential applications of herbicides with alternative mechanisms of action.
- iv. Fields with difficult to control weeds should be rotated to crops that allow the use of herbicides with alternative mechanisms of action.
- v. Apply full rates of this herbicide for the most difficult to control weeds in the field. Applications should be made when weeds are at the correct size to minimize weed escapes.
- vi. Do not use more than two applications of this herbicide or any herbicide with the same mechanism of action within a single growing season unless mixed with another mechanism of action herbicide with overlapping spectrum for the difficult to control weeds.
- vii. Report any incidence of lack of efficacy of this product against a particular weed species to DuPont or a DuPont representative.



# DuPont™ Nicosulfuron Technical

## For Formulation Use Only

| Active Ingredient                                                                                       | By Weight |
|---------------------------------------------------------------------------------------------------------|-----------|
| Nicosulfuron                                                                                            |           |
| 2-[[[(4,6-dimethoxypyrimidin-2-yl)aminocarbonyl] aminosulfonyl]-N,N-dimethyl-3 pyridinecarboxamide..... | 93.0%     |
| Other Ingredients .....                                                                                 | 7.0%      |
| Total                                                                                                   | 100.0%    |

EPA Reg. No. 352-535

EPA Est. \_\_\_\_\_

### KEEP OUT OF REACH OF CHILDREN

### CAUTION

#### FIRST AID

**IF IN EYES:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first five minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

**IF ON SKIN OR CLOTHING:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**IF INHALED:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

**IF SWALLOWED:** No specific intervention is indicated compound is not likely to be hazardous by ingestion. However, consult a poison control center or doctor if necessary.

Have the product container or label with you when calling poison control center or doctor, or going for treatment. You may also contact 1-800-441-3637 for emergency medical treatment information.

### PRECAUTIONARY STATEMENTS

#### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

### CAUTION

Causes eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

### ENVIRONMENTAL HAZARDS

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional office of the EPA.

Nonrefillable Container

Net: \_\_\_\_\_

OR

Refillable Container

Net: \_\_\_\_\_

**ACCEPTED**

**02/03/2016**

Under the Federal Insecticide, Fungicide  
and Rodenticide Act as amended, for the  
pesticide registered under  
EPA Reg. No. 352-535



## DIRECTIONS FOR USE

It is a violation of federal law to use this product in a manner inconsistent with its labeling.

Only for the formulation into a herbicide for the following uses:

1. Terrestrial Food Uses: Field Corn, Sweet Corn, Popcorn, Forage Grasses, DuPont™ INZEN® Grain Sorghum
2. Uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration.
3. Uses for experimental purposes that are in compliance with USEPA requirements.

Formulators using this product are responsible for obtaining EPA registration for their formulated products.

## STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and disposal.

**PESTICIDE STORAGE:** Store product in original container only. Do not contaminate water, other pesticides, fertilizer, food or feed in storage.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

**CONTAINER HANDLING:** Refer to the Net Contents section of this product's labeling for the applicable "Nonrefillable Container" or "Refillable Container" designation.

**Nonrefillable Plastic and Metal Containers (Capacity Equal to or Less Than 50 Pounds):** Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities

**Nonrefillable Plastic and Metal Containers (Capacity Greater Than 50 Pounds):** Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities

**Nonrefillable Plastic and Metal Containers, e.g., Intermediate Bulk Containers [IBC] (Size or Shape Too Large to be Tipped, Rolled or Turned Upside Down):** Nonrefillable container. Do not reuse or refill this container. Clean container promptly after emptying the contents from this container into application equipment or mix tank and before final disposal using the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top, bottom and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration and/or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

**Nonrefillable Paper or Plastic Bags, Fiber Sacks including Flexible Intermediate Bulk Containers (FIBC) or Fiber Drums With Liners:** Nonrefillable container. Do not reuse or refill this container. Completely empty paper or plastic bag, fiber sack or drum liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. Then offer for recycling if available or dispose of empty paper or plastic bag, fiber sack or fiber drum and liner in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

**Refillable Fiber Drums With Liners:** Refillable container (fiber drum only). *Refilling Fiber Drum:* Refill this fiber drum with DuPont™ Nicosulfuron Technical containing nicosulfuron only. Do not reuse this fiber drum for any other purpose. Cleaning before refilling is the responsibility of the refiller. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment.

*Disposing of Fiber Drum and/or Liner:* Do not reuse this fiber drum for any other purpose other than refilling (see preceding). Cleaning the container (liner and/or fiber drum) before final disposal is the responsibility of the person disposing of the container. Offer the liner for recycling if available or dispose of liner in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner. To clean the fiber drum before final disposal, completely empty the fiber drum by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. Then offer the fiber drum for recycling if available or dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

**All Other Refillable Containers:** Refillable container. *Refilling Container:* Refill this container with DuPont™ Nicosulfuron Technical containing nicosulfuron only. Do not reuse this container for any other purpose. Cleaning before refilling is the responsibility of the refiller. Prior to refilling, inspect carefully for damage such as cracks, punctures, abrasions, worn out threads and closure devices. If damage is found, do not use the container, contact DuPont at the number below for instructions. Check for leaks after refilling and before transporting. If leaks are found, do not reuse or transport container, contact DuPont at the number below for instructions. *Disposing of Container:* Do not reuse this container for any other purpose other than refilling (see preceding). Cleaning the container before final disposal is the responsibility of the person disposing of the container. To clean the container before final disposal, use the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top, bottom and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration and/or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

**Outer Foil Pouches of Water Soluble Packets (WSP):** Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or, dispose of the empty outer foil pouch in the trash as long as WSP is unbroken. If the outer pouch contacts the formulated product in any way, the pouch must be triple rinsed with clean water. Add the rinsate to the spray tank and dispose of the outer pouch as described previously.

Do not transport if this container is damaged or leaking. If the container is damaged, leaking or obsolete, or in the event of a major spill, fire or other emergency, contact DuPont at 1-800-441-3637, day or night.

**Notice to Buyer:** Purchase of this material does not confer any rights under patents of countries outside of the United States.

## **LIMITATION OF WARRANTY AND LIABILITY**

NOTICE: Read this Limitation of Warranty and Liability Before Buying or Using This Product. If the Terms Are Not Acceptable, Return the

Product at Once, Unopened, and the Purchase Price Will Be Refunded.

DuPont warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for the purpose stated in the directions under normal conditions.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, DUPONT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO EVENT SHALL DUPONT OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

BUYER'S OR USER'S BARGAINED-FOR EXPECTATION IS CROP PROTECTION. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER AND THE EXCLUSIVE LIABILITY OF DUPONT OR SELLER, FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), WHETHER FROM FAILURE TO PERFORM OR INJURY TO CROPS OR OTHER PLANTS, AND RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT, OR AT THE ELECTION OF DUPONT OR SELLER, THE REPLACEMENT OF THE PRODUCT.

To the extent consistent with applicable law that allows such requirement, buyer and all users shall promptly notify DuPont or a DuPont Ag Retailer of any claims, whether based on contract, negligence, strict liability, other tort or otherwise, or be barred from any remedy.

This Limitation of Warranty and Liability may not be amended by any oral or written agreement.

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**Made In \_\_\_\_\_**

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