



U.S. ENVIRONMENTAL PROTECTION AGENCY  
Office of Pesticide Programs  
Biopesticides and Pollution Prevention Division (7511P)  
1200 Pennsylvania Ave., N.W.  
Washington, D.C. 20460

EPA Reg. Number:

95213-1

Date of Issuance:

1/13/2022

NOTICE OF PESTICIDE:

Registration  
 Reregistration  
(under FIFRA, as amended)

Term of Issuance:

Unconditional

Name of Pesticide Product:

*Kosakonia cowanii* strain  
SYM00028 Technical

Name and Address of Registrant (include ZIP Code):

Indigo Ag, Inc.  
500 Rutherford Ave.  
Charlestown, MA 02129

**Note:** Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Biopesticides and Pollution Prevention Division prior to use of the label in commerce. In any correspondence on this product, always refer to the above EPA Registration Number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA or the Act).

Registration is in no way to be construed as an endorsement or recommendation of this product by the U.S. Environmental Protection Agency (EPA). In order to protect health and the environment, the Administrator, on his or her motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under the Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is unconditionally registered in accordance with FIFRA section 3(c)(5) provided that you:

1. Submit and/or cite all data required for registration or registration review of your product when the EPA requires all registrants of similar products to submit such data.

Signature of Approving Official:

Jeannine Kausch, Product Manager 92  
Microbial Pesticides Branch  
Biopesticides and Pollution Prevention Division (7511P)  
Office of Pesticide Programs

Date:

1/13/2022

2. Submit storage stability and corrosion characteristics (Guidelines 830.6317 and 830.6320) data as these data requirements are not satisfied. A one-year study is required to satisfy these data requirements. You have 18 months from the date of this registration to provide these data to the EPA.
3. Make the following labeling change before you release this product for shipment:
  - Revise the EPA Registration Number to read, “EPA Reg. No. 95213-1.”
4. Submit one (1) copy of the final printed labeling for the record before you release this product for shipment.

Should you wish to add/retain a reference to your company’s website on your label, then please be aware that the website becomes labeling under FIFRA and is subject to review by the EPA. If the website is false or misleading, the product will be considered to be misbranded and sale or distribution of the product is unlawful under FIFRA section 12(a)(1)(E). 40 CFR § 156.10(a)(5) lists examples of statements the 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 EPA find or if it is brought to our attention that a website contains or claims substantially differing from statements or claims made in connection with obtaining a FIFRA section 3 registration, the website will be referred to the EPA’s Office of Enforcement and Compliance Assurance.

Your release for shipment of this product constitutes acceptance of these terms. If these terms are not complied with, this registration will be subject to cancellation in accordance with FIFRA section 6. A stamped copy of the labeling is enclosed for your records. Please also note that the record for this product currently contains the following acceptable Confidential Statement of Formula (CSF):

- Basic CSF dated 01/12/2022

If you have any questions, please contact Monica Thapa by phone at (202) 566-1543 or via email at [thapa.monica@epa.gov](mailto:thapa.monica@epa.gov).

Sincerely,



Jeannine Kausch, Product Manager 92  
Microbial Pesticides Branch  
Biopesticides and Pollution  
Prevention Division (7511P)  
Office of Pesticide Programs

Enclosure: Stamped Label



## ***Kosakonia cowanii* strain SYM00028 Technical**

### **FOR MANUFACTURING OR FORMULATING USE ONLY**

**ACTIVE INGREDIENT:**

*Kosakonia cowanii* strain SYM00028\* .....100%

TOTAL:.....100%

\*Contains a minimum of 1 x 10<sup>8</sup> CFU/mL of product

**EPA Reg. No. 95213-R**

**EPA Est. No.**

### **KEEP OUT OF REACH OF CHILDREN**

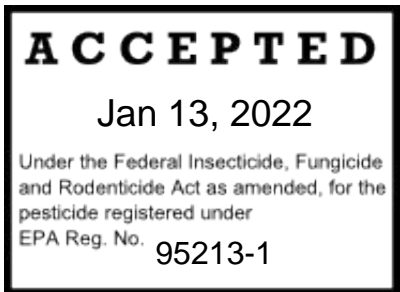
See additional precautionary statements and directions for use in booklet.

**Net Contents:** [added to label based on package size before printing]

**Lot#:** [Lot number printed on container]

**Not for sale or use after** [date stamped here will be 6 months after the date of manufacture]

Indigo Ag, Inc.  
500 Rutherford Avenue  
Charlestown, MA 02129  
Ph. (901) 250-5737



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## PRECAUTIONARY STATEMENTS

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### 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.

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## DIRECTIONS FOR USE

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**It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Read entire label before using this product.**

For Formulation Into A Seed Treatment End-Use Product.

This product may be used to formulate products for any additional uses not listed on the MP label if the formulator, user group, or grower has complied with U.S. EPA data submission requirements regarding the support of such uses.

STORAGE AND DISPOSAL
<p>Do not contaminate water, food, or feed by storage or disposal.</p> <p><b>Pesticide Storage</b></p> <p>Store in a cool, dry place away from direct sunlight, heat sources, and below 75°F, until used. Do not store this product near food or feed.</p> <p><b>Pesticide Disposal</b></p> <p>Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.</p> <p><b>Container Handling</b></p> <p>Nonrefillable Container. Do not reuse or refill this container. Empty residue into manufacturing equipment. Then offer for recycling if available or dispose of empty bag in sanitary landfill or by incineration. Do not burn, unless allowed by state and local ordinances. If burned, stay out of smoke. If outer box is contaminated, dispose of it in the same manner as required for the bag.</p>

## Limitations of Use

Any buyer or user (each a "Customer") agrees to handle and use this product in conformity with all limitations of use, including the prohibition of analyzing for content, reverse engineering, extracting, purifying, or otherwise obtaining any material, for any use whatsoever, from the product in any form.

This prohibition includes the growing or culturing of any material for further use of such material for any use whatsoever including research. Customer agrees that this product will only be used as instructed on the product label and only for the crop and purpose stated therein.

## Conditions of Sale and Limitation of Warranty and Liability Notice

The directions for application and use of this product must be followed carefully and in accordance with applicable law. It is impossible to eliminate all risks inherently associated with the use, storage and disposal of this product. Crop loss, ineffectiveness or other unintended consequences may result because of such factors including improper application or use, weather, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Indigo Ag, Inc. All such risks shall be assumed by the Customer, and the Customer agrees to hold Indigo Ag, Inc. harmless for any claims relating to such factors. Indigo Ag, Inc. warrants that this product conforms to the description on the corresponding label within reasonable tolerances. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, INDIGO AG, INC. MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED PURPOSE.

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