



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:

95213-4

Date of Issuance:

1/13/2022

NOTICE OF PESTICIDE:

Registration
 Reregistration
(under FIFRA, as amended)

Term of Issuance:

Unconditional

Name of Pesticide Product:

Indigo 229 WD

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. 95213-4.”
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 Statements of Formula (CSFs):

- Basic CSF dated 01/13/2022
- Alternate CSF #1 dated 01/13/2022

If you have any questions, please contact Monica Thapa by phone at (202) 566-1543 or via email at 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



INDIGO® 229 WD

{Alternate Brand Names: biotinsic X11 WD, biotinsic X19 WD, and biotinsic X29 WD}

Microbial Seed Treatment for the suppression of listed diseases

ACTIVE INGREDIENT:

<i>Kosakonia cowanii</i> strain SYM00028*	3.000%
OTHER INGREDIENTS:	97.000%
TOTAL:	100.000%

*Contains a minimum of 1 x 10⁷ cfu/ml of product

EPA Reg. No. 95213-U

EPA Est. No.

KEEP OUT OF REACH OF CHILDREN

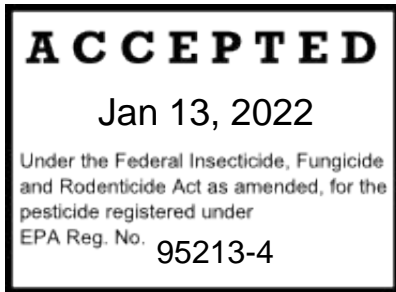
See additional precautionary statements and directions for use in booklet.

Net Contents: [added 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



PRECAUTIONARY STATEMENTS

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Waterproof gloves
- Socks plus shoes

Mixer/loaders and applicators must wear a minimum of a NIOSH-approved particulate filtering facepiece respirator with any N, R, or P filter; OR a NIOSH approved elastomeric particulate respirator with any N, R, or P filter; OR a NIOSH-approved powered air-purifying respirator with an HE filter. (Repeated exposures to high concentrations of microbial proteins can cause allergic sensitization.)

Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS
Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.
Users should remove clothing / PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.

ENVIRONMENTAL HAZARDS

For terrestrial uses: Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater or rinsate.

DIRECTIONS FOR USE

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.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

For any requirements specific to your State or Tribe, consult the State or Tribal agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval (REI). The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

DO NOT enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours.

EXCEPTION: If the product is soil incorporated, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

PPE required for early entry to treated areas (that is permitted under the Worker Protection Standard and that involves contact with treated seed) is:

- Coveralls
- Waterproof gloves
- Socks plus shoes

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses that are NOT within the scope of the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries or greenhouses.

Keep unprotected persons out of treatment area until seeds have dried or been packaged

RESTRICTIONS AND LIMITATIONS

- Do not combine other pesticidal seed treatments in the same mix tank as Indigo® 229 WD.
- Do not open the package until it is ready to be used.

PRODUCT INFORMATION

Indigo® 229 WD is a microbial seed treatment to suppress plant diseases.

This product is a liquid microbial formulation. To maintain the performance of the live microbe, the product must be applied as specified in the Application Instructions and stored as specified in the Storage and Disposal instructions.

APPLICATION INSTRUCTIONS

Seed Treatment Application

For suppression of listed diseases. See Crop Application Table.

Seed Treatment Use

- Clean seed treating equipment and mix tank thoroughly before use. Ensure there is no residual water in the mix tank. Calibrate seed treater per standard procedures.
- Ensure Indigo® 229 WD is well mixed before adding to the mix tank. The product is a suspension of microbes and some settling is normal.

Crop Application Table

Crops	Diseases Suppressed	Application Rate
Cereal Grains (except corn): Barley; Buckwheat; Millet, pearl; Millet, proso; Oats; Popcorn; Rice; Rye; Sorghum; Teosinte; Triticale; Wheat; Wild rice	<i>Rhizoctonia</i> (sp.); <i>Fusarium</i> (sp.); <i>Achlya</i> (sp.); <i>Phytophthora</i> (sp.); <i>Penicillium</i> (sp.); <i>Cochliobolus</i> (sp.); <i>Aspergillus</i> (sp.); <i>Septoria</i> (sp.); <i>Ustilago</i> (sp.); <i>Gaeumannomyces graminis</i> (sp.); <i>Tilletia</i> (sp.); <i>Urocystis</i> (sp.); <i>Pythium</i> (sp.)	1.0 fluid ounce/ cwt of seed
Corn (fresh sweet corn and dried field corn)	<i>Rhizoctonia</i> (sp.); <i>Fusarium</i> (sp.); <i>Achlya</i> (sp.); <i>Phytophthora</i> (sp.); <i>Penicillium</i> (sp.); <i>Cochliobolus</i> (sp.); <i>Pythium</i> (sp.)	2.0 fluid ounces/ cwt of seed 0.8 fluid ounce/ seed unit ¹

Crops	Diseases Suppressed	Application Rate
Cotton (including cottonseed, cultivars, varieties, and/or hybrids of these)	<i>Rhizoctonia</i> (sp.); <i>Fusarium</i> (sp.); <i>Achlya</i> (sp.); <i>Phytophthora</i> (sp.); <i>Penicillium</i> (sp.); <i>Cochliobolus</i> (sp.)	3.5 fluid ounces/ cwt of seed 1.9 fluid ounces/ seed unit ²
Legume Vegetables (except soybean): Bean (<i>Lupinus</i> spp.) (includes grain lupin, sweet lupin, white lupin, and white sweet lupin); bean (<i>Phaseolus</i> spp.) (includes field bean, kidney bean, lima bean, navy bean, pinto bean, runner bean, snap bean, tepary bean, wax bean); bean (<i>Vigna</i> spp.) (includes adzuki bean, asparagus bean, blackeyed pea, catjang, Chinese longbean, cowpea, Crowder pea, moth bean, mung bean, rice bean, southern pea, urd bean, yardlong bean); broad bean (fava bean); chickpea (garbanzo bean); guar; jackbean; lablab bean (hyacinth bean); lentil; pea (<i>Pisum</i> spp.) (includes dwarf pea, edible-podded pea, English pea, field pea, garden pea, green pea, snowpea, sugar snap pea); pigeon pea; sword bean	<i>Rhizoctonia</i> (sp.); <i>Fusarium</i> (sp.); <i>Achlya</i> (sp.); <i>Phytophthora</i> (sp.); <i>Penicillium</i> (sp.); <i>Cochliobolus</i> (sp.)	2.0 fluid ounces/ cwt of seed
Oil Seeds (except cottonseed): Borage; calendula; castor oil plant; Chinese tallowtree; crambe; cuphea; echium; euphorbia; evening primrose; flax seed; gold of pleasure; hare's ear mustard; jojoba; lesquerella; lunaria; meadowfoam; milkweed; mustard seed; niger seed; oil radish; poppy seed; rapeseed; rose hip; safflower; sesame; stokes aster; sunflower; sweet rocket; tallowwood; tea oil plant; vernonia; cultivars, varieties, and/or hybrids of these	<i>Rhizoctonia</i> (sp.); <i>Fusarium</i> (sp.); <i>Achlya</i> (sp.); <i>Phytophthora</i> (sp.); <i>Penicillium</i> (sp.); <i>Cochliobolus</i> (sp.)	3.5 fluid ounces/ cwt of seed
Soybean	<i>Rhizoctonia</i> (sp.); <i>Fusarium</i> (sp.); <i>Achlya</i> (sp.); <i>Phytophthora</i> (sp.); <i>Penicillium</i> (sp.); <i>Cochliobolus</i> (sp.); <i>Pythium</i> (sp.)	2.0 fluid ounces/ cwt of seed 1.2 fluid ounces/ seed unit ³

¹A seed unit of corn is defined as 80,000 seeds.

²A seed unit of cotton is defined as 230,000 seeds.

³A seed unit of soybean is defined as 140,000 seeds.

Seed Bag Labelling Requirement and Other Seed Treatment Requirements

This product does not contain dye and is not covered by an appropriate tolerance, tolerance exemption, or other clearance under the Federal Food, Drug, and Cosmetic Act. To comply with 40 CFR 153.155, therefore, all seed treated commercially with this product must be colored with an EPA-approved dye or colorant of a suitable color to prevent accidental use as food for humans or feed for animals.

The Federal Seed Act requires that bags containing seed treated with this product shall be labeled with the following information: "This seed has been treated with *Kosakonia cowanii* strain SYM00028. DO NOT use for food, feed or oil purposes."

For At-Planting Seed Treatments: Do not use treated seed for food or feed purposes or process for oil. Treat only those seeds needed for immediate use, minimizing the interval between treatment and planting.

ADDITIONAL INFORMATION

Please consult with your Indigo° Certified Agronomist if there are questions regarding seed treatment or planting windows. Contact Indigo° Supply Chain at 901-250-5737.

Indigo® products may not yet be registered in all states. Check with your Indigo° representative for the registration status in your state.

Information about this lot of microbial seed treatment may be obtained by writing to Indigo Ag, Inc. 500 Rutherford Avenue, Charlestown, MA 02129 and giving the lot number that is found on the front panel of this label.

STORAGE AND DISPOSAL

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

Pesticide Storage

Refrigerate product at 40°F. If refrigeration is not possible, store in a cool, dry place away from direct sunlight, heat sources, and below 80°F, until used. Do not store this product near food or feed.

Pesticide Disposal

To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by industry).

Container Handling

For nonrefillable plastic bottles or jugs that are 5 gallons in size or less:

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 and drain for 10 seconds after the flow begins to drip. Fill the container ¼ 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 offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration.

For bags:

Nonrefillable Container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling if available or dispose of empty bag in a 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.

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



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