



The Massachusetts Commonwealth Quality Program
Program/Product Registration Form

Contact Information

Farm Business Name: _____
Applicant Name & Title: _____
Mailing Address: _____ City: _____ Zip Code: _____
Site Address: _____ City: _____ Zip Code: _____
Business Phone: _____ Mobile/Home Phone: _____
Fax Number: _____ Website: _____
Email Address: _____

Business Information

Applying as (Check all that apply):
 Farmer Processor Wholesale Distributor Reseller
Opening Hours: _____
Retail Distributors (If Applicable): _____
Wholesale Distributors (If Applicable): _____
Restaurants (If Applicable): _____

Product Information

Product or Product Line	Brief Description

- Please use reverse side if more room is needed. -



Commonwealth Quality Checklist – Aquaculture

FIXED CRITERIA <i>(Must answer "Yes" to all.)</i>	
1. PERMITS	Yes or No
1.1 The farm site is leased from the town and lease fees are paid annually.	
1.2 Aquaculture or propagation permit issued by MA DMF is current.	
1.3 Army Corps of Engineers Permit is current or grower is covered by General Programmatic Permit.	
1.4 List any other current permits held (wholesale, etc):	
1.5 Compliance with current <i>Vibrio</i> control plan	
2. PRODUCTS	Yes or No
2.1 Only native shellfish species are cultured.	
2.2 No genetically modified organisms (GMOs) are grown (triploids are NOT considered GMOs).	
2.3 No hormones or growth stimulants are used to encourage growth.	
2.4 Shellfish are not fed after leaving the hatchery; the environment nourishes the shellfish grown.	
2.5 No antibiotics or therapeutics are used.	
2.6 No pesticides are used.	
SCORED CRITERIA	
1. QUALITY OF FARMING PRACTICES	
1.1 Seed Source	CQ Rating
Seed is purchased exclusively from hatcheries approved by MA DMF with records available of seed purchases, AND particular characteristics (ie, disease resistance, rapid growth, meat quality, etc) of the seed can be identified as a reason for purchase of the seed.	5
Seed is purchased from hatcheries approved by MA DMF with purchase record available.	3



Commonwealth Quality Checklist – Aquaculture

Seed is purchased from MA DMF approved hatcheries, but no records of purchase are available.	1
Seed is from unapproved sources.	0
1.2 Disease	CQ Rating
Disease resistant stocks are being grown, AND shellstock is monitored for disease and tested by an approved laboratory when disease is suspected or seed is going to be moved, AND suspected diseases are communicated to appropriate authorities and neighboring growers, AND moribund animals are removed from the site and disposed of at an onshore facility, AND shellstock is not moved between aquaculture sites.	5
Shellstock is monitored for disease, AND suspected disease is communicated to appropriate authorities and neighboring growers, AND moribund animals are removed from the site and disposed of at an onshore facility, AND shellstock is not moved between aquaculture sites.	3
Shellstock is monitored for disease, AND moribund animals are removed from the site and disposed of at an onshore facility.	1
No plan is in place for disease management.	0
1.3 Predator Control	CQ Rating
The common predators to the shellfish being grown at the site can be listed along with a plan to deal with these predators, AND gear has been optimized in size and orientation to maximize shellfish growth while deterring predators, AND no chemicals are used to deter predators, AND a plan is in place to remove and dispose predators.	5
Gear has been optimized in size and orientation to maximize shellfish growth while deterring predators, AND no chemicals are used to deter predators, AND a plan is in place to remove and dispose predators.	3
Predators are not dealt with until they become a problem, AND no chemicals are used to deter predators.	1
No predator control plan is in place.	0
1.4 Fouling Control	CQ Rating



Commonwealth Quality Checklist – Aquaculture

Shellfish are routinely inspected for fouling organisms and sufficient water flow through gear, AND chemicals or pesticides are never used, AND a routine plan is in place to control fouling, such as: pressure washing, brine/freshwater dips, air drying, physical removal, clean gear rotation, etc.	5
Shellfish are routinely inspected for fouling organisms and sufficient water flow through gear, AND shellfish are cleaned as necessary (but no routine plan is in place).	3
Shellfish are routinely inspected for fouling organisms and sufficient water flow through gear.	1
No fouling control plan is in place.	0
1.5 Gear Maintenance	CQ Rating
A visually obvious plan is in place for spatial layout and maintenance of gear, AND gear is kept neat and orderly on site, AND gear is securely anchored, AND unused or derelict gear is disposed of promptly and not left on site, AND a plan is in place for overwintering animals and dry gear storage.	5
Gear is mostly neat and orderly on site, but layout and maintenance are in need of improvement, AND gear is securely anchored, AND unused or derelict gear is disposed of promptly and not left on site, AND a plan is in place for overwintering animals and dry gear storage.	3
Minimal planning for gear layout and maintenance is evident, AND a plan is in place for overwintering gear and animals.	1
No plan for gear layout, gear is unsightly and there is little or no plan for layout and storage.	0
1.6 Stocking Densities	CQ Rating
Stocking densities are managed or adjusted (throughout growth cycle for oysters) to enhance growth and survival, with evidence in records showing optimization based on previous results, AND densities of shellfish are known and recorded for all growout gear with an obvious plan for densities through harvest.	5
Stocking densities are managed to enhance growth and/or survival of species though documentation is limited.	3
The need to manage stocking densities is acknowledged but management is limited to splitting shellfish among the available gear.	1



Commonwealth Quality Checklist – Aquaculture

Stocking densities are not managed, and no records are apparent.	0
2. QUALITY OF COMMUNITY RELATIONS	
2.1 Site Marking	CQ Rating
Site markers make the aquaculture site clearly visible, AND GPS coordinates are available for site boundaries, and a site map is kept on hand.	5
Site markers make the aquaculture site clearly visible.	3
Site markers are there but are difficult to interpret.	1
Site is not marked to legal standards.	0
2.2 Good Neighbor Relations	CQ Rating
Access to farm is through public right of way or private property with written permission, AND other local users of the water body are recognized and their interests respected, AND examples can be given of how efforts are made (keeping noise to a minimum at certain times, limiting parked vehicles, etc.) to be a good neighbor, AND gear setup does not appear obtrusive to local activities or interests.	5
At least 2 of the 4 practices listed immediately above are in place.	3
Other local users of the water body are recognized and their interests respected, AND gear adheres to local regulations.	1
No efforts are made to be a good neighbor.	0
2.3 Responsible Shellfish Aquaculture Community Members	CQ Rating
Assistance is given to other growers in times of hazard or suspected theft, AND relationships are maintained with state and local officials for effective, back-and-forth communication of information on times of harvest closure due to rain or harmful algal blooms (HABs) or regulatory changes, AND our farm participates when opportunities exist to inform the public on the benefits of shellfish aquaculture.	5
Assistance is given to other growers in times of hazard or suspected theft, AND relationships are maintained with state and local officials for effective, back-and-forth communication of information on times of harvest closure due to rain or harmful algal blooms (HABs) or regulatory change.	3
Relationships are maintained with state and local officials for effective, back-and-forth communication of information on times of harvest closure due to rain or harmful algal blooms (HABs) or regulatory changes.	1



Commonwealth Quality Checklist – Aquaculture

Little or no participation or cooperation is evident with the larger community.	0
2.4 Gear Purchases	CQ Rating
75% or more of gear is purchased within the state of Massachusetts.	5
50-74% of gear is purchased within the state of Massachusetts.	3
25-49% of gear is purchased within the state of Massachusetts.	1
Less than 25% of gear purchased within Massachusetts.	0
3. QUALITY OF ENVIRONMENTAL PRACTICES	
3.1 Interactions with protected wildlife (turtles, birds, mammals, etc)	CQ Rating
Protected species that occur in the area are well known to the grower AND there is a plan to avoid harming protected species that occur on or near the aquaculture site, AND contact names and numbers of appropriate authorities are known for dealing with major protected species.	5
There is a basic knowledge of protected species in the area, AND there is a plan to avoid harming protected species that occur on or near the aquaculture site.	3
There is a basic knowledge of protected species in the area.	1
No acknowledgement of protected species in the area.	0
3.2 Managing the Aquaculture Site as a Habitat	CQ Rating
It is recognized that other wildlife make use of the aquaculture site, AND buffer zones or corridors are maintained around gear to allow safe passage of wildlife, AND efforts are made to release back to the area (alive and unharmed) any non-target species harvested or contained by gear.	5
It is recognized that other wildlife make use of the aquaculture site, AND one of the other 2 items from above.	3
It is recognized that other wildlife make use of the aquaculture site.	1
The aquaculture site is not recognized as habitat for anything besides the cultured species.	0
3.3 Farm equipment	CQ Rating



Commonwealth Quality Checklist – Aquaculture

Farm equipment is well maintained, AND any fuel or equipment requiring fuel are contained safely, AND proper safety equipment (fire extinguishers, PFDs, etc.) are available and up-to-date on site, and all farm employees are trained in proper usage, AND efforts have been made to utilize cleaner technology (4 stroke engines over 2 strokes, solar, etc).	5
Farm equipment is well maintained, AND any fuel or equipment requiring fuel are contained safely, AND proper safety equipment (fire extinguishers, PFDs, etc.) are available and up-to-date on site, and all farm employees are trained in proper usage.	3
Farm equipment is fairly well maintained, but improvements to safety or cleanliness are needed.	1
Farm equipment is in poor condition and/or safety precautions are not in place.	0
4. QUALITY OF FOOD SAFETY	
4.1 Seafood Safety Issues or Hazards Identified	CQ Rating
Health hazards associated with shellfish are understood, AND a written Standard Operating Procedure has been developed describing culture, harvest, tagging, and transport, AND control procedures are in place, AND monitoring and recording procedures are in place.	5
Health hazards associated with shellfish are understood, AND control procedures are in place	3
Health hazards associated with shellfish are understood.	1
No knowledge of potential human health hazards from raw shellfish.	0
4.2 Product Traceability	CQ Rating
All bags are tagged prior to landing with required harvester tag information for traceback filled in completely, AND a shellfish ledger is maintained documenting harvest date; harvest (or tidal exposure) time; time placed under refrigeration (or delivery to a dealer); and sales information sufficient for traceback.	5
All bags are tagged prior to landing, AND records are maintained, including sales information sufficient for traceback to harvest for at least the last 90 days.	3
Tagging conforms to current regulations, but records are not available.	1
Tagging does not meet regulations and needs improvement.	0
4.3 Time to Temperature	CQ Rating



Commonwealth Quality Checklist – Aquaculture

Grower monitors and records air and water temperature at or near the farm site, AND grower follows a system for starting the temperature reduction process immediately following harvest at the farm, AND product is placed under mechanical refrigeration within ten hours of harvest (or tidal exposure).	5
Shellfish is transported to a wholesale dealer and placed under mechanical refrigeration within ten hours of harvest (or tidal exposure).	3
Grower abides by current "time to temperature" system.	1
Grower shows little regard for temperature control after harvest.	0

The following sources were referenced in the creation of the Commonwealth Quality Aquaculture Standards:

East Coast Shellfish Growers Association, "Best Management Practices for the East Coast Shellfish Aquaculture Industry," June 2010.

Food Alliance, "Whole Shellfish Farm Evaluation Criteria," 2010.

SouthEastern Massachusetts Aquaculture Center, "Best Management Practices for the Shellfish Culture Industry in Southeastern Massachusetts," Version 09-04a.

The following individuals participated in the writing and development of this document:

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 Heidi Clark, Cape Cod Cooperative Extension
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 Diane Murphy, Cape Cod Cooperative Extension
 Joshua Reitsma, Cape Cod Cooperative Extension

And we thank the following individuals for their feedback during the process of developing this document:



Commonwealth Quality Checklist – Aquaculture

Mike Besse, Indian Cove Aquaculture
Kris Clark, Wampanoag Farm
Chris Gargiulo, Cotuit Oyster Company
John Lowell, East Dennis Oyster Farm
Chris Sherman, Island Creek Oysters
Matt Weeks, Woods Hole Oyster Company



Commonwealth Quality Scoresheet - Aquaculture

Business Name: _____

FIXED CRITERIA <i>(Must answer "Yes" to all.)</i>	
1. PERMITS	Yes or No
1.1 The farm site is leased from the town and lease fees are paid annually.	
1.2 Aquaculture or propagation permit issued by MA DMF is current.	
1.3 Army Corps of Engineers Permit is current or grower is covered by General Programmatic Permit.	
1.4 List any other current permits held (wholesale, etc):	
1.5 In compliance with the current recommended <i>Vibrio</i> control plan.	
2. PRODUCTS	Yes or No
2.1 Only native shellfish species are cultured.	
2.2 No genetically modified organisms (GMOs) are grown (triploids are NOT considered GMOs).	
2.3 No hormones or growth stimulants are used to encourage growth.	
2.4 Shellfish are not fed after leaving the hatchery; the environment nourishes the shellfish grown.	
2.5 No antibiotics or therapeutics are used.	
2.6 No pesticides are used.	
SCORED CRITERIA	
1. QUALITY OF FARMING PRACTICES	CQ Rating
1.1 Seed Source	___ /5
1.2 Disease	___ /5
1.3 Predator Control	___ /5
1.4 Fouling Control	___ /5
1.5 Gear Maintenance	___ /5
1.6 Stocking Densities	___ /5



Commonwealth Quality Scoresheet - Aquaculture

Subtotal	___ /30
2. QUALITY OF COMMUNITY RELATIONS	
2.1 Site Marking	___ /5
2.2 Good Neighbor Relations	___ /5
2.3 Responsible Shellfish Aquaculture Community Members	___ /5
2.4 Gear Purchases	___ /5
Subtotal	___ /20
3. QUALITY OF ENVIRONMENTAL PRACTICES	
3.1 Interactions with protected wildlife (turtles, birds, mammals, etc)	___ /5
3.2 Managing the Aquaculture Site as a Habitat	___ /5
3.3 Farm equipment	___ /5
Subtotal	___ /15
4. QUALITY OF FOOD SAFETY	
4.1 Seafood Safety Issues or Hazards Identified	___ /5
4.2 Product Traceability	___ /5
4.3 Time to Temperature	___ /5
Subtotal	___ /15
Total	___ /80



**Massachusetts Commonwealth Quality Program
Requirements / General Standards Certification**

I, _____, certify that I have received a copy of the Requirements/General Standards to Register ("Requirements/General Standards") for the Massachusetts Commonwealth Quality Program ("Program").

I further certify that I shall comply with the Requirements/General Standards of the Program. In the event that I fail to comply with the Requirements/General Standards, I acknowledge that my participation in the Program shall be terminated.

Signature

Date



COMMONWEALTH OF MASSACHUSETTS

**MASSACHUSETTS COMMONWEALTH QUALITY® PARTNERSHIP
TRADEMARK LICENSE AGREEMENT
BY AND BETWEEN**

**MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES (MDAR)
AND**

This Trademark License Agreement (“Agreement”) is hereby entered into this _____ day of _____, 20__ by and between the Massachusetts Department of Agricultural Resources, an agency of the Commonwealth of Massachusetts, with an address of 251 Causeway Street, Suite 500, Boston, Massachusetts 02114 (“Licensor”) and _____ of _____ (“Licensee”).

Licensor grants to Licensee for the term of this Agreement, a non-exclusive, non-transferable, without the right to sublicense, license to use the “*Massachusetts Commonwealth Quality*” trademark (the “Trademark”) subject to the terms and conditions of this Agreement. Such license shall be subject to Licensee’s conformance with the terms and conditions set forth in this Agreement.

Licensee agrees to use the Trademark solely as part of its program to encourage people to buy Massachusetts locally grown food and agricultural products, as described more specifically in the Program Requirements set forth in Exhibits A, B, C, and D, attached hereto and incorporated herein by reference. Licensee’s use of the Trademark, as permitted by this Agreement, shall be subject to the restrictions contained in Program Requirements set forth in Exhibits A, B, C, and D.

By executing this Agreement, Licensee certifies that it and its products meet and continue to meet the standards and requirements set forth herein during the term of this Agreement. If any product(s) of the Licensee is found by the Licensor to be in violation of the Licensor’s statutory, regulatory, or policy requirements, Licensee shall, as directed by the Licensor by written notice, immediately cease using the Trademark on that product(s) until Licensor determines that the product(s) are in compliance. Licensee shall use its best efforts to ensure compliance with the terms of this Agreement and shall, within thirty (30) days, make available to the Licensor or its designee for inspection, its books, records, literature, brochures, data books, data sheets, web site mentions, or advertising produced, distributed, sold, or displayed by or on behalf of the Licensee, to ensure compliance with this Agreement.

Licensor represents that to the best of its knowledge it is the owner of the Trademark.

Licensor and Licensee agree that the rights granted by this Agreement are for the sole purposes

stated herein above and that any other use of the Trademark by Licensee is prohibited and shall constitute a material breach of this Agreement.

Licensee shall not use, register, or apply to register, any mark or name identical to or confusingly similar to the Trademark. Licensee shall not make any representation or engage in any act which may be taken to indicate that it has any right, title, or interest in the ownership or use of the Trademark except under the terms of this Agreement.

Licensor reserves the right to continue using the Trademark or to license the trademark to other entities.

The term of this Agreement shall begin on the date set forth herein above and shall continue for one (1) year, unless or until terminated in accordance with the terms set forth in this Agreement. Unless either party provides written notice to the other party of intent to terminate, this Agreement may renew for an additional year, subject to written confirmation executed by both the Licensor and Licensee.

Licensor may terminate this Agreement and the license granted hereunder for breach by Licensee in the event Licensee defaults under this Agreement, and fails to cure such default within thirty (30) days of written notice thereof. Upon the termination or expiration of this Agreement, all licenses granted by this Agreement shall immediately terminate.

Licensee's breach shall include, but shall not be limited to, the following: (1) use of the Trademark inconsistent with this Agreement; (2) challenge to Licensor's ownership of the Trademark or validity thereof; failure to comply with this Agreement and/or Program Requirements set forth in Exhibits A, B, C, and D; or (3) assignment for benefit of creditors or commencement of a proceeding in bankruptcy not dismissed within sixty (60) days after commencement.

Either party may terminate this Agreement with or without cause upon giving the other party thirty (30) days' written notice.

The execution of, and any performance under, this Agreement shall not be construed as a release, diminution, or surrender of any right of the Licensor to enforce its right with respect to the Trademark against third parties. All ownership rights in the Trademark shall continue to reside with Licensor. Licensor is not aware that the trademark or use of it infringes the rights of any third party.

The Trademark is provided to Licensee "as is" and without warranty of any type or kind. Licensor disclaims any and all warranties to the extent permitted by law.

During the term of this Agreement and thereafter, Licensee agrees not to do or permit to be done any act, which would or might jeopardize or invalidate the Trademark and will not object to or otherwise contest Licensor's exclusive right, title and interest in and to, or the validity of, the Trademark.

Licensee shall immediately notify Licensor in writing if Licensee becomes aware of any unauthorized use, or proposed unauthorized use by any third party of the Trademark. Licensor shall have the right to take action against such third party, to take no action at all, or to grant Licensee the

right to take action at its expense.

Licensee agrees, at its expense, to defend, indemnify, and hold Licensor, its officers, agents, and employees harmless from all third party claims, demands, causes of action and judgments (including attorney's fees, court costs, and expert fees) arising out of Licensee's misuse of the Trademark and other act or omission which constitutes a violation of this Agreement.

Licensor has the right to use Licensee's company logo on Licensor's "Massachusetts Commonwealth Quality" website and other promotional materials and to allow Licensor to have registered products identified at point of purchase at sales locations within Massachusetts and to use such registered products in "Massachusetts Commonwealth Quality" promotional activities.

This document constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior oral or written agreement, understandings, or arrangements between and/or relating to such subject matter.

This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts.

By executing this Trademark License Agreement, Licensor and Licensee intend to be bound by and to comply with the terms and conditions set forth herein above.

Executed as a sealed document as of the date set forth herein above.

Licensee:

Print Name: _____

Title: _____

Signature _____ Date: _____

Licensor: Massachusetts Department of Agricultural Resources (MDAR)

Print Name: _____

Title: Commonwealth Quality Program Coordinator
Massachusetts Department of Agricultural Resources

Signature _____ Date: _____



**The Massachusetts Commonwealth Quality Program
Documentation Checklist**

Registration Materials

<input type="checkbox"/>	Completed Commonwealth Quality Self-Audit Scoresheet
<input type="checkbox"/>	Signed Commonwealth Quality Requirements/General Standards Certification Statement
<input type="checkbox"/>	Signed Commonwealth Quality Trademark License Agreement
<input type="checkbox"/>	Completed Commonwealth Program/Product Registration Form

Please submit registration materials to:

**Commonwealth Quality Program
Massachusetts Department of Agricultural Resources
251 Causeway Street, Suite 500
Boston, MA 02115**