



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. -



**Product Information**

Product or Product Line	Brief Description



Commonwealth Quality Program Requirements - Dairy	
1. Crops & Pasture Management	
<b>1.1 Is grazing rotated?</b>	<b>CQ Rating</b>
Yes, an adequate number of paddocks allows pasture to rest as animals are rotated.	<b>5</b>
Yes, but not enough paddocks are available to allow for adequate resting periods.	<b>3</b>
No, but rotation will be incorporated in pasture management within the next year.	<b>1</b>
No, there is no pasture rotation.	<b>0</b>
<b>Comments:</b> Pastures should contain a limited ratio of legumes, and the pasture grasses should be distributed equally so that ruminal upset is not triggered by too much protein or drastic feed changes.	
<b>1.2 Is an adequate resting period for forage growth and recovery period for reserves administered?</b>	<b>CQ Rating</b>
Yes, the pasture is allowed to grow back for approximately 2 weeks mid-April to May, 3 weeks in June and July, and 4-6 weeks beginning in August.	<b>5</b>
Yes, but not as long or much longer than the resting periods listed above.	<b>3</b>
No, but resting periods will be incorporated in pasture management within the year.	<b>1</b>
No, there is no pasture resting period.	<b>0</b>
<b>Comments:</b> Rest periods also depend on the content of pasture grasses. Proper rest allows for maximum productivity reduces weed growth, and maintains soil nutrient content. The resting period should not be too long either, as overgrown pasture will lead to feed waste when mature grasses are avoided by cows.	
<b>1.3 Is a soil nutrient management plan in place?</b>	<b>CQ Rating</b>
Yes, we test our soil at least annually and replace any soil nutrients which are lacking.	<b>5</b>
Yes, we test our soil at least every 18 months and replace most soil nutrients which are lacking.	<b>3</b>
Yes, we test our soil every now and then and try to replace soil nutrients which are lacking.	<b>1</b>
No, we do not test our soil nutrients whether we add soil nutrients or not.	<b>0</b>
<b>Comments:</b>	
<b>1.4 Is the appropriate rate and timing of nitrogen fertilizer applied?</b>	<b>CQ Rating</b>
Yes, the appropriate rate and timing of nitrogen fertilizer is applied.	<b>5</b>
Yes, the appropriate rate of nitrogen fertilizer but not the appropriate timing.	<b>3</b>
No, the appropriate rate and timing of nitrogen fertilizer is not applied but I will begin this year.	<b>1</b>



Commonwealth Quality Program Requirements - Dairy	
No, the appropriate rate and timing of nitrogen fertilizer is not applied.	<b>0</b>
<b>Comments:</b>	
<b>2. Dairy Cow Health &amp; Management</b>	
<b>2.1 Do cows have normal gaits and are cows examined for lameness issues?</b>	<b>CQ Rating</b>
Yes, 90% or fewer cows have normal gaits (1 out of 1-5 score), and those with a mobility score of 2 or higher are examined for lameness issues.	<b>5</b>
Yes, 80% or fewer cows have normal gaits (1 out of 1-5 score), and those with a mobility score of 3 or higher are examined for lameness issues.	<b>3</b>
No, more than 20% of our cows are lame, but we will monitor their lameness from now on or are working on improving our herd lameness.	<b>1</b>
No, more than 20% of our cows are lame, and we do not investigate our lame cows.	<b>0</b>
<b>Comments:</b>	
<b>2.2 Are disbudding &amp; dehorning practices appropriate?</b>	<b>CQ Rating</b>
Yes, disbudding was performed before 8 weeks of age. AND The appropriate level of local anesthesia (+/- analgesia: meloxicam) was used according to AVMA approved practices.	<b>5</b>
Yes, disbudding was performed before 8 weeks of age without the use of anesthetic. OR Dehorning was performed before 6 months of age, with the appropriate level of local anesthesia (AVMA approved), and cauterizing of the dehorned area was done to ensure proper healing and hygiene.	<b>3</b>
Dehorning was performed before 6 months of age, without the appropriate use of anesthetic, analgesic, and cauterization. OR Dehorning was performed after 6 months of age with approved anesthetic use.	<b>1</b>
No, disbudding or dehorning was not performed. Or Dehorning was done after 6 months of age and no anesthetic or analgesia were used.	<b>0</b>
<b>Comments:</b>	
<b>2.3 Is reproductive performance monitored?</b>	<b>CQ Rating</b>
Yes, all of the reproductive performance monitoring practices are implemented: 1. A person(s) is in charge of heat detection and up keep of detection aids	<b>5</b>



Commonwealth Quality Program Requirements - Dairy	
2. People are assigned and trained to monitor heats (2-3 times daily) 3. At least 90% of cows are being bred/inseminated only when in standing heat 4. Natural breeding is not done within 12 hours after onset of heat 5. Heat expectancy charts are made and displayed to improve detection 6. Insemination and synchronization is recorded and improved if necessary 7. Plane of nutrition is adequate, but not excessive for gestation 8. Quality feed and optimized cow comfort is provided (hoof, hock health) 9. The voluntary waiting period to re-inseminate is appropriate (45-60 days)	
Yes, 6 out of the 9 monitoring practices are implemented.	<b>3</b>
Yes, 3 out of the 9 monitoring practices are implemented.	<b>1</b>
Yes, 2 or less of the 9 monitoring practices are implemented.	<b>0</b>
<b>Comments:</b> Reproductive monitoring will increase productivity by reducing the number of operational days, culling of non-pregnant cows, and calving intervals.	
2.4 Is the nutrition of dairy cattle monitored?	CQ Rating
Yes, dairy cattle are provided with close access to clean, unfrozen water at all times. AND Dairy cattle are fed high quality forages, and feed rations are monitored for adequate dry matter, crude protein, RDP and RUP, energy, and mineral content. AND Dairy cattle are fed lower quality forages less than half the time. Concentrates and fats can be supplemented to meet adequate energy needs, but animals are monitored and attended to if bloat becomes eminent. AND Dairy cattle are given adequate protein to maintain MUN levels of 9-14 mg/dl. AND Dairy cattle are allowed free feed or scheduled feedings at least 3 times daily.	<b>5</b>
Yes, dairy cattle are provided with access to clean, fresh water at all times, AND 2 of the other nutrition practices are implemented.	<b>3</b>
Yes, 2 of the 5 nutrition practices are implemented.	<b>1</b>
No, dairy cattle nutrition and water supply are not adequately monitored.	<b>0</b>
<b>Comments:</b>	
2.5 Is dietary phosphorus (P) of cows monitored ?	CQ Rating
Yes, dietary intake (hay, concentrate, pasture) and output (manure) of P is monitored. Dietary levels are within recommended levels (0.32-0.38%), and excretion is monitored by testing manure samples (excreting about 73% of intake).	<b>5</b>
Yes, but intake/excretion levels are not always within recommended levels. Measures are in place to adjust P to appropriate levels.	<b>3</b>
No, but I will begin monitoring phosphorus levels and send in a report this year.	<b>1</b>
No, dietary phosphorus is not monitored.	<b>0</b>



Commonwealth Quality Program Requirements - Dairy	
<p><b>Comments:</b> Dietary levels are recommended for lactating cows producing 55-120 lbs. of milk/day. 150 lbs. of manure/cow/day is the estimate of manure volume that can be used to calculate total phosphorus output after the lab indicates concentration.</p>	
<b>3. Facility safety and hygiene management</b>	
<b>3.1 Are emission controls are in place to reduce ammonia, methane, or other gaseous compounds in land application?</b>	<b>CQ Rating</b>
Yes, liquid manure is injected directly below the soil surface and solid manure is quickly incorporated via disking or other techniques. OR Manure is tilled in within 48 hours of application or top-dressed over hay-land in a manner as to minimize run-off. AND We consult with non-farm neighbors about land application of manure to minimize disruption through odor when appropriate.	<b>5</b>
Yes, two of the three land application techniques are implemented.	<b>3</b>
Yes, one of the three land application techniques is implemented.	<b>1</b>
No, none of these land application techniques are implemented.	<b>0</b>
<p><b>Comments:</b></p>	
<b>3.2 Are emission controls in place to reduce ammonia, methane, or other gaseous compounds from buildings?</b>	<b>CQ Rating</b>
Yes, 6 of the following 8 building emissions guidelines are implemented: <ol style="list-style-type: none"> <li>a. Minimizing the generation of contaminants</li> <li>b. Using a bio-filter</li> <li>c. Frequent manure removal</li> <li>d. Bedded solid manure</li> <li>e. Chemical additives on animal litter</li> <li>f. Diet manipulation</li> <li>g. Setback from neighbors houses</li> <li>h. Trees planted around animal housing - attention to prevailing winds</li> </ol>	<b>5</b>
Yes, 4 of the 8 building emissions practices are implemented.	<b>3</b>
Yes, 2 of the 8 building emissions practices are implemented.	<b>1</b>
No, none of the building emissions practices are implemented.	<b>0</b>
<p><b>Comments:</b></p>	
<b>3.3 Are emission controls in place to reduce ammonia, methane, or other gaseous compounds in the outdoor open storage of manure?</b>	<b>CQ Rating</b>
Yes, we use of at least one of the following practices for outdoor storage of manure: <ul style="list-style-type: none"> <li>• a cover</li> <li>• biological control of the lagoon (anaerobic/aerobic)</li> </ul>	<b>5</b>



Commonwealth Quality Program Requirements - Dairy	
<ul style="list-style-type: none"> <li>• compost</li> </ul>	
No, but we are in the process of preparing to use at least one of the following practices for outdoor storage of manure: <ul style="list-style-type: none"> <li>• a cover</li> <li>• biological control of the lagoon (anaerobic/aerobic)</li> <li>• compost</li> </ul>	<b>3</b>
No, none of the above practices are used for outdoor storage of manure, but we will look into incorporating one of them into our production.	<b>1</b>
No, none of the above practices are used for outdoor storage of manure.	<b>0</b>
<b>Comments:</b>	
<b>3.4 Are the following bio-security practices for buying new animals implemented to reduce the introduction of new diseases to the farm?</b>	
	<b>CQ Rating</b>
Yes, animals are bought from a reliable, low risk source or tested prior to purchase. AND Health records for new animals are up-to-date and copies are provided AND A reliable veterinarian inspects the animals prior to purchase. AND New animals are isolated in a pen or stall with adequate ventilation that is not located near other livestock for at least 21-30 days once they are on the property AND Shovels, feed buckets, brushes, or other equipment are not shared between the isolated animals and other livestock and are disinfected on a regular basis and prior to and after use with new animals. AND Workers clean their hands and boots and change their clothes prior to entering other areas after working with new animals (preferably working with new animals last).	<b>5</b>
Yes, four out of six bio-security guidelines on new animals are implemented.	<b>3</b>
Yes, two out of six bio-security guidelines on new animals are implemented.	<b>1</b>
No, no bio-security guidelines on new animals are implemented.	<b>0</b>
<b>Comments:</b>	
<b>3.5 Are the following bio-security measures taken upon returning from shows or exhibits with animals to reduce the introduction of new diseases to the farm?</b>	
	<b>CQ Rating</b>
Yes, animals are isolated once they are on the property for a minimum of 21-30 days, AND  *exempt for animals being displayed during fair season which runs every week end from	<b>5</b>



Commonwealth Quality Program Requirements - Dairy	
July - Oct.  Animals from this property are transported in their own trailer OR all animal hooves are disinfected after being transported in a shared trailer.	
Yes, animals are isolated once they are on the property for a minimum of 21-30 days, BUT the animals do not have their own trailer OR their hooves are not disinfected after traveling in trailers that are not theirs.	<b>3</b>
The animals will be isolated once they are on the property for a minimum of 21-30 days from now on whether they have their own trailer for transport or not.	<b>1</b>
No, the animals are not isolated once they are on the property for a minimum of 21-30 days whether they have their own trailer for transport or not.	<b>0</b>
<b>Comments:</b>	
<b>3.6 Is animal contact limited?</b>	<b>CQ Rating</b>
Yes, contact is limited between dairy animals AND <ul style="list-style-type: none"> <li>a. neighbor's livestock</li> <li>b. wildlife including birds</li> <li>c. cats and dogs</li> <li>d. different livestock species of any kind on the same farm.</li> </ul>	<b>5</b>
Yes, contact is limited between dairy animals and three of the above entities.	<b>3</b>
Yes, contact is limited between dairy animals and one of the above entities.	<b>1</b>
No, contact between animals and neighbor's livestock, wildlife and birds, and roaming cats and dogs, and other livestock species on the farm is not limited.	<b>0</b>
<b>Comments:</b>	
<b>3.7 Are the following procedures on maintaining secure areas and locked gates implemented to reduce the introduction of new diseases to the farm?</b>	<b>CQ Rating</b>
Yes, bio-security protocols for delivery vehicles and personnel are established. AND Yes, it is clear who is entering the milk room through the use of posted information. (should have signs posted on milk room door to contact owner prior to entering - THIS IS A BIO SECURED AREA) AND Visitors are requested to wear clean foot wear and clothing prior to entering the farm. AND Footbaths are used to disinfect foot wear before and after being on the farm.	<b>5</b>
Yes, three of the above protocols are implemented.	<b>3</b>
Yes, one of the above protocols are implemented.	<b>1</b>
No, none of the above bio-security protocols for maintaining secure areas are implemented.	<b>0</b>





**Commonwealth Quality Program Requirements - Dairy**

**Comments:**

**3.8 Are the following procedures on maintaining secure up-to-date health records on every animal are implemented to reduce the introduction of new diseases to the farm?**

**CQ  
Rating**

Yes, vaccination and treatment programs are evaluated annually or bi-annually  
 AND  
 There is a protocol for securing up-to-date health records.  
 AND  
 Unusual signs and unresponsive cases are investigated.  
 AND  
 Neurologic, downers, or sudden death cases are investigated.  
 AND  
 Farm personnel are trained to report sick animals.  
 AND  
 Animals are inspected daily.  
 AND  
 Equipment, boots, and clothing are cleaned regularly.  
 AND  
 Terminally ill animals are euthanized, removed, and rendered promptly and appropriately.  
 AND  
 Necropsy is performed on animals that died from unknown causes.

**5**

Yes, 7 of these procedures are implemented. **3**

Yes, 4 of these procedures are implemented. **1**

No, none of these procedures are implemented. **0**

**Comments:**

**3.9 Are proper techniques for disposing of dead dairy cattle implemented?**

**CQ  
Rating**

Yes, ALL dead dairy cattle are taken off farm for rendering or incineration. **5**

Yes, dead dairy cattle are buried and never left uncovered on the ground to decompose with accessibility to scavenging animals:  
 Check all that are practiced

1. Buried no more than 6 feet deep with a minimum of 30 inches of soil cover.

2. Buried in well-drained soils and at least 4 feet above the highest groundwater elevation.

3. Buried at least 200 feet from a private well and 400 feet from a public water supply well and 200 feet from a public surface water supply.

4. Buried at least 50 feet from an adjacent property line and 250 feet from a residence.

5. Buried at least 100 feet from surface water (stream, river, lake, pond) or wetland, and not in a



Commonwealth Quality Program Requirements - Dairy	
floodplain.	
6. Burial site is regularly checked for signs of scavenging animals and odors, and uncovered carcasses are immediately covered with soil.	
Six of the six proper mortality disposal techniques are implemented.	<b>5</b>
Four of the six proper mortality disposal techniques are implemented.	<b>3</b>
Three of the six proper mortality disposal techniques are implemented.	<b>1</b>
Two or fewer mortality disposal techniques are implemented.	<b>0</b>
<p>Yes, dead dairy cattle are composted and never left uncovered on the ground to decompose with accessibility to scavenging animals:</p> <p>Check all that are practiced</p>	
1. Composted using an appropriate carbonaceous material and carcasses are completely covered with at least 2 feet of carbonaceous material throughout decomposition.	
2. Composted on an impermeable surface or on ground where the highest groundwater elevation is no closer than 4 feet from the surface.	
3. Composted at least 200 feet from a private well and 400 feet from a public water supply well and 200 feet from a public surface water supply.	
4. Composted at least 50 feet from an adjacent property line and 250 feet from a residence.	
5. Composted at least 100 feet from surface water (stream, river, lake, pond) or wetland, and not in a floodplain.	
6. Compost site is regularly checked for signs of scavenging animals and odors, and uncovered carcasses or smelly piles are immediately covered with additional compost material.	
Six of the six proper mortality disposal techniques are implemented.	<b>5</b>
Four of the six proper mortality disposal techniques are implemented.	<b>3</b>
Three of the six proper mortality disposal techniques are implemented.	<b>1</b>
Two or fewer mortality disposal techniques are implemented.	<b>0</b>
<b>Comments:</b>	



## Commonwealth Quality Scoresheet - Dairy

Farm Name \_\_\_\_\_

<b>1. Crops &amp; Pasture Management</b>	
1.1 Is grazing rotated?	____ /5
1.2 Is an adequate resting period for forage growth and recovery period for reserves administered?	____ /5
1.3 Is a soil nutrient management plan in place?	____ /5
1.4 Is the appropriate rate and timing of nitrogen fertilizer applied?	____ /5
<b>Subtotal</b>	<b>____ /20</b>
<b>2. Dairy Cow Health &amp; Management</b>	
2.1 Do cows have normal gaits and are cows examined for lameness issues?	____ /5
2.2 Are disbudding & dehorning practices appropriate?	____ /5
2.3 Is reproductive performance monitored?	____ /5
2.4 Is the nutrition of dairy cattle monitored?	____ /5
2.5 Is dietary phosphorus (P) of cows monitored ?	____ /5
<b>Subtotal</b>	<b>____ /25</b>
<b>3. Facility safety and hygiene management</b>	
3.1 Are emission controls are in place to reduce ammonia, methane, or other gaseous compounds in land application?	____ /5
3.2 Are emission controls in place to reduce ammonia, methane, or other gaseous compounds from buildings?	____ /5
3.3 Are emission controls in place to reduce ammonia, methane, or other gaseous compounds in the outdoor open storage of manure?	____ /5
3.4 Are the following bio-security practices for buying new animals implemented to reduce the introduction of new diseases to the farm?	____ /5



3.5 Are the following bio-security measures taken upon returning from shows or exhibits with animals to reduce the introduction of new diseases to the farm?	____ /5
3.6 Is animal contact limited?	____ /5
3.7 Are the following procedures on maintaining secure areas and locked gates implemented to reduce the introduction of new diseases to the farm?	____ /5
3.8 Are the following procedures on maintaining secure up-to-date health records on every animal are implemented to reduce the introduction of new diseases to the farm?	____ /5
3.9 Are proper techniques for disposing of dead dairy cattle implemented?	____ /5
<b>Subtotal</b>	____ /45
<b>Total</b>	____ /90
<p><i>To participate in the program, you must produce a score of at least 65 out of 90.</i></p>	



**Exhibit E**  
**Massachusetts' Commonwealth Quality Program**  
**REQUIREMENTS/GENERAL STANDARDS TO REGISTER**  
**DAIRY**

The Massachusetts Commonwealth Quality logo may be used to denote any product or entity that meets the following criteria, plus individual product category requirements listed in attached exhibits. Entities not meeting the criteria to have the overall entity denoted as a Massachusetts Commonwealth Quality business are encouraged to carry registered products and take part in the program's promotional and educational aspects.

**I. Unprocessed Fluid Milk:**

Producers of fresh, unprocessed milk can become licensed if they meet all of the following criteria:

- a. CQP listed products must be 100% produced (sourced) in a raw/live state from a Massachusetts' location.
- b. If the entity/product is inspected by the Massachusetts Department of Agricultural Resources (MADR), USDA, FDA or an independent certifying organization approved by the Department, the product must meet the quality standards thereof without any exception(s).
- c. Individual, organization or entity must be an active participant, and in good standing, with local and state health regulations and laws as determined by the Massachusetts general laws, Massachusetts Department of Agricultural Resources, and Massachusetts Department of Public Health as well as comply with the PMO and other federal regulations as determined by the program. A valid copy of registration/certification of audit status must be supplied on the before mentioned items upon request.
- d. Individual, organization or entity must comply with the Massachusetts BMPs for Dairy production.
- e. For any individual, organization or entity adhering to the Massachusetts BMPs for specific commodity/commodity groups, a signed and certified affidavit confirming adherence to practice standards must be supplied.

**II. Processors of fresh milk, ice cream, cheese, yogurt, and butter:**

Processors of Dairy Products must meet additional requirements and maintain certifications determined by their respective Industry. To be licensed with **Massachusetts Commonwealth Quality Program**®, producers of these products must meet all state and federal food safety and sanitary requirements and may become licensed if they meet the following criteria:

- a. The primary agricultural (dairy) ingredients must be 75% (by weight or volume) or more Massachusetts grown (complying with I.a.)
- b. Must be compliant with the local and state board of health requirements and regulations, or equivalent standards and practices, and must possess all licenses and registration as indicated by the Massachusetts Department of Public Health and the Federal PMO.
- c. The majority of the agricultural ingredients (by weight or value) must comply with I.a.



**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**

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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: \_\_\_\_\_

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Licensor: Massachusetts Department of Agricultural Resources (MDAR)

Print Name: \_\_\_\_\_

Title: Commonwealth Quality Program Coordinator  
Massachusetts Department of Agricultural Resources

Signature \_\_\_\_\_ Date: \_\_\_\_\_

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**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 Coordinator  
Massachusetts Department of Agricultural Resources  
251 Causeway Street, Suite 500  
Boston, MA 02115**