



**The Massachusetts Commonwealth Quality Program  
Program/Product Registration Form**

**Contact Information**

**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):**

Harvester     Primary Manufacture     Secondary Manufacturer     Woodcraft Producer

Manufacturers of Reclaimed Wood Products     Wholesalers, Retailers & Resellers

**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



**CQP FORESTRY SELF-AUDIT CHECKLIST**

Business Name _____	CQP Id # _____
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Date of Audit _____	Auditor _____
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For the auditor to complete before audit:  
**List the harvester names and numbers below:**  
 Name: \_\_\_\_\_ Number: \_\_\_\_\_  
 Name: \_\_\_\_\_ Number: \_\_\_\_\_  
 Name: \_\_\_\_\_ Number: \_\_\_\_\_  
**List the Long-Term Forest Cutting Plans that have been put together this year:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Harvester     Primary Manufacture     Secondary Manufacturer     Manufacturer of Reclaimed Wood
- Woodcraft Producers     Wholesalers, Retailers & Resellers

Documents to verify:     Harvester Licenses     Cutting Plan

*This score sheet will be used to determine if you are eligible at this time to participate in the Commonwealth Quality Program. Only answer the questions in the section(s) that applies/apply to the business in question.*

Question #	Requirement	Yes/No	
<b>1. Harvester</b>			
1.1	Does this business produce products that comply with Section I a. & b. of the CQP Forest Products Standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2	Does each harvester hold a current and valid Harvester License issued by the Massachusetts Department of Conservation and Recreation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



1.3	Will you follow the required Massachusetts Forestry Best Management Practices at every site producing CQP Forest Products?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4	Are the practices outlined in this manual followed whenever applicable or appropriate?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5	Do(es) the facility/facilities have a written or implied safety policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Question #	Requirement	Yes/No	

**2. Primary Manufacturers**

2.1	Does this business produce products that comply with Section II a. of the CQP Forest Products Standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2	Are steps taken to minimize the movement of invasive insects and diseases?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*For a list of quarantined areas and updates on invasive pests, please visit [massnrc.org/pests/](http://massnrc.org/pests/).*

2.3	Do(es) the facility/facilities have a written or implied safety policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Question #	Requirement	Yes/No	

**3. Secondary Manufacturers**

3.1	Does this business produce products that comply with Section III a. of the CQP Forest Products Standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2	Do(es) the facility/facilities have a written or implied safety policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Question #	Requirement	Yes/No	
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Comments:

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**4. Manufacturers of Reclaimed Wood (Pending Section)**

4.1	Does this business produce products that comply with Section IV a. of the CQP Forest Products Standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2	Do(es) the facility/facilities have a written or implied safety policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**5. Woodcraft Producers**

5.1	Does this business produce products that comply with Section V a. of the CQP Forest Products Standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.2	Are steps taken to minimize the movement of invasive insects and diseases?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*For a list of quarantined areas and updates on invasive pests, please visit [massnrc.org/pests/](http://massnrc.org/pests/).*

5.3	Do(es) the facility/facilities have a written or implied safety policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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**6. Wholesalers, Retailers & Resellers**

6.1	Does this business produce products that comply with Section II a. of the CQP Forest Products Standards??	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Comments:

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**Exhibit B**  
**The Massachusetts Commonwealth Quality Program**  
**REQUIREMENTS/GENERAL STANDARDS TO REGISTER**  
**FOREST AND WOOD PRODUCTS**

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. Forest Products and Other Related Agricultural Commodities:**

Forest products and other related agricultural commodities can become licensed if they meet all of the following criteria:

- a. Must be 100% grown and harvested (sourced) in a live state from a Massachusetts location, and;
- b. If the product is inspected by the Massachusetts Department of Agricultural Resources (MDAR), USDA, FDA, or an independent third-party certifying organization approved by the MDAR, the product must meet the quality standards thereof without any exception(s), or; upon obtaining the express permission of MDAR, harvesters may supply existing data from alternate audits that proves the product meets the quality standards thereof without any exception(s), and;
- c. Each harvester must be currently licensed by the Commonwealth of Massachusetts as a Timber Harvester. Forest Products must also be produced in conjunction with an approved Massachusetts Forest Cutting Practices Act ("Chapter 132") plan and classified as a "long-term harvest," and follow the Massachusetts Forestry Best Management Practices ("BMPs"). Forest products produced in a forest land to agricultural or wildlife habitat land use change are eligible, as well as harvests that are under the minimum thresholds for filing a Chapter 132 plan if harvesting is done in compliance with BMPs and is not for a conversion to a non-forest, non-agriculture land use, and;
- d. Harvesters must make every effort to ensure workplace safety for all employees, make every attempt to maximize utilization standards, and make job site aesthetics a priority on every job.

**II. Primary Manufacturers of Forest/Wood Products:**

A primary manufacturer of forest/wood products can become licensed to produce or sell products under the CQP label if said products meet all of the following criteria:

- a. Must use a minimum of 75% of Massachusetts-sourced forest products, wood products or other agricultural commodities for processing purposes that, where applicable, meet the requirements outlined in section I.c. of this document, and;
- b. Upon request, manufacturer must provide documentation that verifies the Massachusetts-sourced forest/wood products were harvested in accordance with the Massachusetts Forest Cutting Practices Act (Chapter 132) and classified as a "long-term harvest," and Massachusetts Forestry Best Management Practices (BMPs), and;



- c. Forest/wood products must be processed at a facility located within Massachusetts, and;
- d. Any/all processing facility/facilities located in Massachusetts must be in compliance with all known state and federal safety requirements and not have incurred a major violation of these requirements within the most recent calendar year.

### **III. Secondary Manufacturers of Wood Products:**

A secondary manufacturer of wood products can become licensed to produce or sell products under the CQP label if said products meet all of the following criteria:

- a. Must use a minimum of 75% of Massachusetts-sourced wood products or other agricultural commodities for processing purpose that, where applicable, meet the requirements outlined in section I.c. of this document, and;
- b. Upon request, manufacturer must provide documentation that verifies the Massachusetts-sourced wood products were harvested in accordance with the Massachusetts Forest Cutting Practices Act (Chapter 132) and classified as a "long-term harvest," and Massachusetts Forestry Best Management Practices (BMPs), and;
- c. Wood products must be processed at a facility located within Massachusetts, and;
- d. Any/all processing facility/facilities located in Massachusetts must be in compliance with all known state and federal safety requirements and not have incurred a major violation of these requirements within the most recent calendar year.

### **IV. Manufacturers of Reclaimed Wood Products (Pending Section)**

A manufacturer of reclaimed wood products can become licensed to produce or sell products under the CQP label if said products meet all of the following criteria:

- a. Wood products must be processed at a facility located within Massachusetts, and;
- b. Any/all processing facility/facilities located in Massachusetts must be in compliance with all known state and federal safety requirements and not have incurred a major violation of these requirements within the most recent calendar year.

### **V. Woodcraft Producers**

A woodcraft producer can become licensed to produce or sell products under the CQP label if said products meet all of the following criteria:

- a. Must use a minimum of 75% of Massachusetts-sourced forest products, wood products or other agricultural commodities for processing purposes that, where applicable, meet the requirements outlined in section I.c. of this document, and;
- b. Must give reasonable consideration to the Massachusetts Forestry Best Management Practices (BMPs) when conducting harvests that are under the minimum thresholds for filing a Chapter 132 plan, and;
- c. Must comply with applicable state and federal requirements for limiting the movement of invasive insects and diseases, and;
- d. Forest/wood products must be processed at a facility located within Massachusetts, and;
- e. Any/all processing facility/facilities located in Massachusetts must be in compliance with all known state and federal safety requirements and not have incurred a major violation of these requirements within the most recent calendar year.



**VI. Wholesalers, Retailers & Resellers:**

Wholesalers, retailers & resellers may, without limitation, sell products already labeled by a licensee pursuant to a license issued under sections I, II, or III of this document, provided they do not alter the label in any manner.

Wholesalers, retailers & resellers may not use the Commonwealth Quality label on products that are not eligible for licensing under sections I, II, or III of this document.





**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 Exhibit B, 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 Exhibit B.

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 Exhibit B; 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.

Licensors has the right to use Licensee's company logo on Licensors' "Massachusetts Commonwealth Quality" website and other promotional materials and to allow Licensors 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, Licensors 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.

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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: \_\_\_\_\_



**The Massachusetts Commonwealth Quality Program  
Documentation Checklist**

**Registration Materials**

<input type="checkbox"/>	Signed Commonwealth Quality Requirements/General Standards Certification Statement
<input type="checkbox"/>	Completed Self-audit Checklist
<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**