



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

Contact Information

Business/FV 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 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 Program Requirements - Lobster

1. Management Considerations Prior to Hauling	
1.1 If a Holding Tank is Used	CQ Rating
<p>All of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The cleanliness and operation of all hydraulic and fuel lines are checked to ensure the lobster containment area does not become contaminated. <p>AND</p> <ul style="list-style-type: none"> • The salt water supply in lobster containment area is checked to ensure that an adequate supply of water is available 	5
<p>One of the following practices is performed consistently:</p> <ul style="list-style-type: none"> • The cleanliness and operation of all hydraulic and fuel lines are checked to ensure the lobster containment area does not become contaminated. <p>OR</p> <ul style="list-style-type: none"> • The salt water supply in lobster containment area is checked to ensure that an adequate supply of water is available. 	3
<p>None of the following practices are performed:</p> <ul style="list-style-type: none"> • The cleanliness and operation of all hydraulic and fuel lines are to ensure the lobster containment area does not become contaminated. • The salt water supply in lobster containment area is checked to ensure that an adequate supply of water is available. 	0
1.2 If a Holding Tank is Not Used	CQ Rating
<p>All of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The lobster containers are checked to ensure a clean, non-contaminated environment. <p>AND</p> <ul style="list-style-type: none"> • The lobster containers are checked to ensure adequate coverage & cooling environment (by means of freezer packs, tarps, cloth coverage, burlap, etc.) is available. 	5
<p>One of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The lobster containers are checked to ensure a clean, non-contaminated environment. <p>OR</p> <ul style="list-style-type: none"> • The lobster containers are checked to ensure adequate coverage & cooling environment (by means of freezer packs, tarps, cloth coverage, burlap, etc.) is available. 	3
<p>None of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The lobster containers are checked to ensure a clean, non-contaminated environment. • The lobster containers are checked to ensure adequate coverage & cooling environment (by means of freezer packs, tarps, cloth coverage, burlap, etc.) is 	0



Commonwealth Quality Program Requirements - Lobster

available.	
2. Management Considerations Related to Equipment	
2.1 Equipment Hygiene	CQ Rating
<p>All of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The cleanliness of the hauling area is checked to ensure that it is free of contaminates. <p>AND</p> <ul style="list-style-type: none"> • The cleanliness of gloves is checked to ensure that they are free of contaminates. <p>AND</p> <ul style="list-style-type: none"> • The hauling equipment is checked to ensure that oil, hydraulic fluid, and/or grease do not contaminate the area where pots are landed. 	5
<p>Two of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The cleanliness of the hauling area is checked to ensure that it is free of contaminates. <p>AND/OR</p> <ul style="list-style-type: none"> • The cleanliness of gloves is checked to ensure that they are free of contaminates. <p>AND/OR</p> <ul style="list-style-type: none"> • The hauling equipment is checked to ensure that oil, hydraulic fluid, and/or grease do not contaminate the area where pots are landed. 	3
<p>One of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The cleanliness of the hauling area is checked to ensure that it is free of contaminates. <p>OR</p> <ul style="list-style-type: none"> • The cleanliness of gloves is checked to ensure that they are free of contaminates. <p>OR</p> <ul style="list-style-type: none"> • The hauling equipment is checked to ensure that oil, hydraulic fluid, and/or grease do not contaminate the area where pots are landed. 	1
<p>None of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The cleanliness of the hauling area is checked to ensure that it is free of contaminates. • The cleanliness of gloves is checked to ensure that they are free of contaminates. • The hauling equipment is checked to ensure that oil, hydraulic fluid, and/or grease do not contaminate the area where pots are landed. 	0
2.2 Equipment Maintenance	CQ Rating
All of the following practices are performed consistently:	5



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<ul style="list-style-type: none"> • The pot buoys are checked to have proper break-away equipment to prevent marine animal entanglement. AND • The pot sinking ground lines, which reduce the chances of mammal entanglement, are not worn or frayed to prevent gear loss. AND • The biodegradable pot hog ring attachments are in place on escape vents to allow marine animals an opportunity to escape in the event of gear loss. 	
<p>Two of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The pot buoys are checked to have proper break-away equipment to prevent marine animal entanglement. AND/OR • The pot sinking ground lines, which reduce the chances of mammal entanglement, are not worn or frayed to prevent gear loss. AND/OR • The biodegradable pot hog ring attachments are in place on escape vents to allow marine animals an opportunity to escape in the event of gear loss. 	3
<p>One of the following practices is performed consistently:</p> <ul style="list-style-type: none"> • The pot buoys are checked to have proper break-away equipment to prevent marine animal entanglement. OR • The pot sinking ground lines, which reduce the chances of mammal entanglement, are not worn or frayed to prevent gear loss. OR • The biodegradable pot hog ring attachments are in place on escape vents to allow marine animals an opportunity to escape in the event of gear loss. 	1
<p>None of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • The pot buoys are checked to have proper break-away equipment to prevent marine animal entanglement. OR • The pot sinking ground lines, which reduce the chances of mammal entanglement, are not worn or frayed to prevent gear loss. OR • The biodegradable pot hog ring attachments are in place on escape vents to allow marine animals an opportunity to escape in the event of gear loss. 	0
3. Management Considerations Related to Harvest Activities	
3.1 Hauling Activities	CQ Rating
<p>All of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • Pots are hauled at a relatively slow rate of speed to allow the lobster to adjust to pressure difference and prevent gas bubbles from accumulating in the 	5



Commonwealth Quality Program Requirements - Lobster

<p>blood, as this can be damaging to the lobster</p> <p>AND</p> <ul style="list-style-type: none"> • The pots are carefully pulled up to the boat and are not tossed onto the boat. 	
<p>One of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • Pots are hauled at a relatively slow rate of speed to allow the lobster to adjust to pressure difference and prevent gas bubbles from accumulating in the blood, as this can be damaging to the lobster <p>OR</p> <ul style="list-style-type: none"> • The pots are carefully pulled up to the boat and are not tossed onto the boat. 	3
<p>None of the following practices are performed consistently:</p> <ul style="list-style-type: none"> • Pots are hauled at a relatively slow rate of speed to allow the lobster to adjust to pressure difference and prevent gas bubbles from accumulating in the blood, as this can be damaging to the lobster • The pots are carefully pulled up to the boat and are not tossed onto the boat. 	0
3.2 Unloading Activities	CQ Rating
<p>All of the following practices are consistently performed:</p> <ul style="list-style-type: none"> • The lobster is gently removed from the pot by the carapace. <p>AND</p> <ul style="list-style-type: none"> • The lobsters are gently plated in the holding tank or crate, taking care to avoid dropping or throwing the lobsters. <p>AND</p> <ul style="list-style-type: none"> • The sub-legal and oversized lobsters are gently placed back into the ocean. <p>AND</p> <ul style="list-style-type: none"> • The v-notched female lobsters and female lobsters are bearing eggs are gently placed back into the ocean. <p>AND</p> <ul style="list-style-type: none"> • Lobsters are banded before being placed in the holding tank or crate, or are kept in a separate, partitioned compartment until it can be banded. 	5
<p>At least 3 of the following practices are consistently performed:</p> <ul style="list-style-type: none"> • The lobster is gently removed from the pot by the carapace. <p>AND/OR</p> <ul style="list-style-type: none"> • The lobsters are gently plated in the holding tank or crate, taking care to avoid dropping or throwing the lobsters. <p>AND/OR</p> <ul style="list-style-type: none"> • The sub-legal and oversized lobsters are gently placed back into the ocean. <p>AND/OR</p> <ul style="list-style-type: none"> • The v-notched female lobsters and female lobsters are bearing eggs are gently placed back into the ocean. <p>AND/OR</p> <ul style="list-style-type: none"> • Lobsters are banded before being placed in the holding tank or crate, or are 	3



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<p>kept in a separate, partitioned compartment until it can be banded.</p>	
<p>At least 1 of the following practices are consistently performed:</p> <ul style="list-style-type: none"> • The lobster is gently removed from the pot by the carapace. <li style="padding-left: 20px;">OR • The lobsters are gently plated in the holding tank or crate, taking care to avoid dropping or throwing the lobsters. <li style="padding-left: 20px;">OR • The sub-legal and oversized lobsters are gently placed back into the ocean. <li style="padding-left: 20px;">OR • The v-notched female lobsters and female lobsters are bearing eggs are gently placed back into the ocean. <li style="padding-left: 20px;">OR • Lobsters are banded before being placed in the holding tank or crate, or are kept in a separate, partitioned compartment until it can be banded. 	1
<p>None of the following practices are consistently performed:</p> <ul style="list-style-type: none"> • The lobster is gently removed from the pot by the carapace. • The lobsters are gently plated in the holding tank or crate, taking care to avoid dropping or throwing the lobsters. • The sub-legal and oversized lobsters are gently placed back into the ocean. • The v-notched female lobsters and female lobsters are bearing eggs are gently placed back into the ocean. • Lobsters are banded before being placed in the holding tank or crate, or are kept in a separate, partitioned compartment until it can be banded. 	0
4. Management Considerations Related to Post-Harvest Handling	
4.1 If a Holding Tank is Used	CQ Rating
<p>All of the following practices are consistently performed:</p> <ul style="list-style-type: none"> • Lobsters are immediately placed into a clean holding tank with adequate seawater flow-through and are stored away from sunlight. (Note: seawater must be used to prevent suffocation) <li style="padding-left: 20px;">AND • A steady flow of oxygen is provided using a high-volume/low-pressure flow. <li style="padding-left: 20px;">AND • The tanks are not over-crowded to prevent injury to the lobster. 	5
<p>Two of the following practices are consistently performed:</p> <ul style="list-style-type: none"> • Lobsters are immediately placed into a clean holding tank with adequate seawater flow-through and are stored away from sunlight. (Note: seawater must be used to prevent suffocation) <li style="padding-left: 20px;">AND/OR • A steady flow of oxygen is provided using a high-volume/low-pressure flow. 	3



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<p>AND/OR</p> <ul style="list-style-type: none"> The tanks are not over-crowded to prevent injury to the lobster. 	
<p>One of the following practices is consistently performed:</p> <ul style="list-style-type: none"> Lobsters are immediately placed into a clean holding tank with adequate seawater flow-through and are stored away from sunlight. (Note: seawater must be used to prevent suffocation) <p>OR</p> <ul style="list-style-type: none"> A steady flow of oxygen is provided using a high-volume/low-pressure flow. <p>OR</p> <ul style="list-style-type: none"> The tanks are not over-crowded to prevent injury to the lobster. 	<p>1</p>
<p>None of the following practices is consistently performed:</p> <ul style="list-style-type: none"> Lobsters are immediately placed into a clean holding tank with adequate seawater flow-through and are stored away from sunlight. (Note: seawater must be used to prevent suffocation) A steady flow of oxygen is provided using a high-volume/low-pressure flow. The tanks are not over-crowded to prevent injury to the lobster. 	<p>0</p>
4.2 If a Holding Tank is Not Used	CQ Rating
<p>All of the following practices are consistently performed:</p> <ul style="list-style-type: none"> To prevent suffocation or dehydration, lobsters are placed in a clean, covered crate and kept moist with seawater. <p>AND</p> <ul style="list-style-type: none"> To prevent muscle damage due to excessive tail flapping, lobsters are not held outside of their crates for extended periods of time. (Placing the lobster right-side up in a crate will reduce this impulse.) <p>AND</p> <ul style="list-style-type: none"> Crates are not over-crowded. (Crates should not be so full as to prevent closing of the cover.) Crates are stacked carefully to prevent contamination due to injury to antennae and legs. 	<p>5</p>
<p>Three of the following practices are consistently performed:</p> <ul style="list-style-type: none"> To prevent suffocation or dehydration, lobsters are placed in a clean, covered crate and kept moist with seawater. <p>AND/OR</p> <ul style="list-style-type: none"> To prevent muscle damage due to excessive tail flapping, lobsters are not held outside of their crates for extended periods of time. (Placing the lobster right-side up in a crate will reduce this impulse.) <p>AND/OR</p> <ul style="list-style-type: none"> Crates are not over-crowded. (Crates should not be so full as to prevent closing of the cover.) <p>AND/OR</p>	<p>3</p>



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<ul style="list-style-type: none"> • Crates are stacked carefully to prevent contamination due to injury to antennae and legs. 	
<p>At least one of the following practices is consistently performed:</p> <ul style="list-style-type: none"> • To prevent suffocation or dehydration, lobsters are placed in a clean, covered crate and kept moist with seawater. <p>AND/OR</p> <ul style="list-style-type: none"> • To prevent muscle damage due to excessive tail flapping, lobsters are not held outside of their crates for extended periods of time. (Placing the lobster right-side up in a crate will reduce this impulse.) <p>AND/OR</p> <ul style="list-style-type: none"> • Crates are not over-crowded. (Crates should not be so full as to prevent closing of the cover.) <p>AND/OR</p> <ul style="list-style-type: none"> • Crates are stacked carefully to prevent contamination due to injury to antennae and legs. 	1
<p>None one of the following practices are consistently performed:</p> <ul style="list-style-type: none"> • To prevent suffocation or dehydration, lobsters are placed in a clean, covered crate and kept moist with seawater. • To prevent muscle damage due to excessive tail flapping, lobsters are not held outside of their crates for extended periods of time. (Placing the lobster right-side up in a crate will reduce this impulse.) • Crates are not over-crowded. (Crates should not be so full as to prevent closing of the cover.) • Crates are stacked carefully to prevent contamination due to injury to antennae and legs. 	0
4.3 All Harvesters	CQ Rating
<p>The following practice is performed consistently:</p> <ul style="list-style-type: none"> • Lobsters are delivered to the wharf as soon as possible, to prevent them from becoming aggressive and damaging one another. 	2
<p>The following practice is not performed consistently:</p> <ul style="list-style-type: none"> • Lobsters are delivered to the wharf as soon as possible, to prevent them from becoming aggressive and damaging one another. 	0



Commonwealth Quality Scoresheet - Lobster

1. Management Considerations Prior to Hauling	CQ Rating
1.1 If a holding tank is used, are best practices employed prior to hauling?	___/5
1.2 If a holding tank is not used, are best practices employed prior to hauling?	___/5
Subtotal	___/5
2. Management Considerations Related to Equipment	CQ Rating
2.1 Are best practices in regards to equipment hygiene followed prior to and during hauling activities?	___/5
2.2 Are best practices in regards to equipment maintenance followed prior to and during hauling activities?	___/5
Subtotal	___/10
3. Management Considerations Related to Harvest Activities	CQ Rating
3.1 Are hauling activities performed in a way that avoids unnecessary damage to the lobster?	___/5
3.2 Are unloading activities performed in a way that minimizes damage to the lobster and follows best practices?	___/5
Subtotal	___/10
4. Management Considerations Related to Post-Harvest Handling	CQ Rating
4.1 If a holding tank is used, do post-harvesting handling techniques minimize damage and injury to the lobster?	___/5
4.2 If a holding tank is not used, do post-harvesting handling techniques minimize damage and injury to the lobster?	___/5
4.3 Are lobsters delivered to the wharf as soon as possible to avoid injury/damage?	___/2
Subtotal	___/7
Total	___/32
<i>To participate in the program, you must produce a score of 24 out of 32.</i>	



Exhibit C

The Massachusetts Commonwealth Quality Program REQUIREMENTS/GENERAL STANDARDS TO REGISTER COMMERCIAL POT LOBSTER FISHERY

The Massachusetts' Commonwealth Quality logo may be used to denote any product or entity meeting the following criteria, plus individual product category requirements, listed in Exhibit C. Sales 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. Lobsters:

Fresh-caught lobster can become licensed if it meets all of the following criteria:

- a. Must be 100% harvested (sourced) in a raw/live state from a Massachusetts location, and;
- b. Individual, organization or entity must be an active participant and in good standing with the federal, state, and local laws and regulations, which include but are not limited to:

i. Permit Restrictions:

- a) Commercial lobster permits are required to fish.
- b) Limited entry; no new permits are being issued to lobster commercially in state or federal waters.
- c) Lobstermen must declare which Lobster Management Area they intend to fish.
- d) Night fishing is prohibited.

ii. Reporting Requirements:

- a) Annual catch reports are required.
- b) Monthly submittal of trip level reporting is required.

iii. Gear Restrictions

- a) Pot limits per permit holder (area-specific and license-specific).
- b) Unlawful to abandon any gear.
- c) Maximum trawl length of 2,500 feet.
- d) Degradable ghost panels are required to allow lobsters to escape in case the pot is lost.

iv. Gear Marking Requirements:

- a) All pots and buoys must bear a fishermen's license number.
- b) Year-specific pot tag is required on all pots.

v. Whale-related Gear Restrictions:

- a) It is unlawful to fish, store, or abandon gear with:
 - a. Lines floating at the water's surface.
 - b. Positively buoyant (i.e. floating) ground-line.
 - c. Buoy-lines made of floating line, except the bottom section which may be comprised of floating line, not to exceed 1/3 of total buoy line length.



Exhibit C

The Massachusetts Commonwealth Quality Program REQUIREMENTS/GENERAL STANDARDS TO REGISTER COMMERCIAL POT LOBSTER FISHERY

- b) A 600-lb breakaway link is required on all buoys.
- c) Buoy-lines must have four-inch colored marker midway on buoy-line to allow identification in event of whale entanglement. (Color dependent on area fished.)
- d) Cape Cod Bay Right Whale Critical Habitat Rules (Jan 1 - May 15)
- e) A 500-lb breakaway link is required on all buoys.
- f) Single pots are prohibited.
- g) Trawls must be at least four pots in length to have a buoy-line on each end.
- h) Double- or triple-pot trawls must have only one buoy-line.
- i) Twin orange markers required on buoys.
- j) It is unlawful to use twin orange markers if gear is not properly rigged according to the above specifications.

vi. Lobster-Related Restrictions:

- a) Minimum and maximum size limits, vary according to area fished.
- b) Requirement to carve v-shaped notch in the tail flipper of any egg-bearing female lobster. Area dependent.
- c) Unlawful to take egg-bearing females or v-notched females.

vii. Area/Seasonal Closures:

- a) Fish Weir Buffer Zone: Year-round.
 - b) Greater New Bedford Harbor: Year-round.
 - c) Outer Cape Cod Pot Haul-out Period: Jan 15 - March 15.
 - d) Fixed Gear Free Zone in upper Cape Cod Bay: Sept 1 - Oct 31.
- c. Individual, organization or entity must adhere to the Massachusetts Lobster Best Management Practices (BMPs), and must verify adherence to practice standards via a signed and certified affidavit.



**The 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 Care 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 Exhibit C, 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 C.

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 C; 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 02114**