



New York State Grown & Certified Nursery/Greenhouse Plants Application

FOR OFFICIAL USE

Received: _____

New: _____ Update: _____

Date Approved: _____

The New York State Grown & Certified program makes it easy for consumers to identify local, safely handled, and environmentally responsible agricultural products. This voluntary program is a cooperative effort among producers, processors, wholesalers, retailers, restaurants, and the New York State Department of Agriculture and Markets to meet consumer demand for high-quality food and agricultural products. Upon acceptance to the New York State Grown & Certified program, participants will be able to display a new high-impact label that will clearly stand out, telling the consumer their food handling practices are audited and they operate their farms in an environmentally responsible manner.

PROGRAM REQUIREMENTS

- **Applicability:** Products marketed under the New York State Grown & Certified seal are grown in New York State; Grower must be a Licensed Nursery or Greenhouse Grower in the State of New York.
- **Environmental Stewardship:** Nursery and Greenhouse plants are inspected by the NYS Department of Agriculture and Markets once every two years and found free from injurious diseases and pests. Producer also participates in the New York State Agricultural Environmental Management (AEM) program, administered by the Department of Agriculture and Markets, with the completion of Tier 2 of the program (or higher). Producer must have received this certification within the past 3 years.

Not eligible:

Growers may sell the following products but may not use the NYSG&C seal on the product itself.

- Pre-finished products from outside New York State (*pre-finished products are products purchased from out of state growers and sold in the same container they were shipped in.*)
- Regulated species designated “Invasive- Harmful to the Environment”:

Scientific Name	Common Name
(i) <i>Acer platanoides</i>	Norway Maple
(ii) <i>Clematis terniflora</i>	Japanese Virgin’s Bower
(iii) <i>Euonymus alatus</i>	Burning Bush
(iv) <i>Euonymus fortunei*</i>	Winter Creeper
(v) <i>Miscanthus sinensis*</i>	Chinese Silver Grass
(vi) <i>Robinia pseudoacacia</i>	Black Locust

SECTION 1: APPLICANT INFORMATION

BUSINESS NAME

FARM NAME/DBA (if different from business name)

CONTACT PERSON(S)

TITLE

BUSINESS ADDRESS	CITY	STATE	ZIP
PHONE NUMBER(S)	COUNTY	ACRES OF LAND	
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP
EMAIL	WEBSITE		

Please provide a brief description of your business and/or products for potential buyers/customers. This information will be listed on agriculture.ny.gov to help promote your farm/business. (Attach a separate sheet if necessary.)

SECTION 2: REQUIRED SUPPORTING DOCUMENTATION

- New York State Nursery/Greenhouse Grower license #: _____
- Environmental Stewardship Documentation**
Agricultural Environmental Management (AEM) Tier II Environmental Stewardship Verification Cover Form, dated within the past three years. To obtain a copy, contact your county Soil and Water Conservation District.
- Trademark Licensing Agreement**
A signed licensing agreement must be on file with the New York State Department of Agriculture and Markets prior to use of the trademarked logos or slogans. Any unapproved use of these materials may result in liability under federal trademark laws.

SECTION 3: TERMS AND AGREEMENTS

I understand that any false statement made in this application, in addition to being the possible basis for termination of participation in the New York State Grown & Certified program and the Trademark Licensing Agreement, may be punishable under the provisions of Section 210.45 of the Penal Law of the State of New York.

I understand that as a participant in the New York State Grown & Certified program, my business will be identified as a program participant on the New York State Grown & Certified website unless I notify the department in writing that I do not want the business identified on the site.

SIGNATURE	DATE
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PLEASE RETURN COMPLETED APPLICATION TO THE FOLLOWING ADDRESS:
 New York State Department of Agriculture
 ATTN: Division of Agricultural Development
 10B Airline Drive
 Albany, NY 12235
 NYSGrownandCertified@agriculture.ny.gov
 518-402-7398

New York State Grown and Certified Program Trademark (“Seal”) Licensing Agreement

PLEASE READ THE FOLLOWING AGREEMENT TERMS CAREFULLY BEFORE USING THE NEW YORK STATE GROWN AND CERTIFIED PROGRAM SEAL

The New York State Department of Agriculture and Markets (“Department”) grants a nonexclusive, nontransferable license to use the New York State Grown and Certified Program Seal in accordance with the following Conditions:

1. The Licensee agrees that the Seal is proprietary to the Department and that the Department maintains all rights, title, and interest thereto including, without limitation, all intellectual property and other proprietary rights. By entering into this nonexclusive license, the Licensee does not attain any interest in the Seal.
2. The Licensee shall not register or file trademark or copyright applications to register the Seal or name substantially similar thereto.
3. The Licensee shall not claim or assert any property interest in the Seal and/or do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of the Department’s rights in the Seal.
4. The Licensee shall not alter, amend, change, or otherwise distort the Seal in any way, except as otherwise and expressly authorized by the Department.
5. Prior to first use, the Licensee shall furnish the Department with all proposed advertising, materials and packaging, that bear the Seal.
6. The Licensee shall use the Seal only:
 - a. On articles or other publicity materials, solely for the purpose of referring to the New York State Grown and Certified Program;
 - b. on products for which permission was granted by the Department;
 - c. on top quality products (no culls or second quality products may bear the Seal);
 - d. in accordance and compliance with the New York State Grown and Certified Seal Guidelines set forth in “Attachment A” hereto;
 - e. in conformity with the rules of and to support the New York State Grown and Certified Program, and for the purpose of promoting products to customers and to the general public; and
 - f. subject to the Department’s prior approval.
7. The Licensee shall comply with all federal, state, local and municipal laws and ordinances directly related to products on which the Seal is used or the growing of its ingredients.
8. The Licensee shall not use the Seal in any manner likely to confuse, mislead or to deceive the public, or engage in conduct that damages value or the good will of the Seal or of the New York State Grown and Certified Program.
9. The Licensee acknowledges and agrees that to protect the Department’s rights in the Seal, the Department, at all reasonable times and upon reasonable notice, shall have the right to inspect the Licensee’s premises, facility, product, and promotional activities relating to the Seal to ensure Licensee’s compliance with the terms of use of the Seal, the Licensee’s compliance with good operation, sanitary and management practices and that such use is for product of proper quality and otherwise in accordance with this License.

10. The Licensee, within ten (10) days of receipt of a written demand by the Department, shall remove products which fail to meet the quality standard and/or harm the reputation or good will of the Seal. If the Licensee contests the Department's demand, within five (5) days of the its receipt, the Licensee shall make written submission to the Department as to why the products meet the quality standard or do not harm the reputation or good will of the Seal.

11. In the event the Licensee no longer satisfies the New York State Grown and Certified Program qualifications, Licensee shall: (a) immediately notify the Department, in writing, of Licensee's change in status and (b) cease its use of the Seal.

12. The Licensee acknowledges that its failure to meet the program qualifications and/or the conditions of use set forth in this Licensing Agreement constitutes irreparable injury to the Seal and the New York State Grown and Certified Program.

13. The Licensee, upon written demand of the Department setting forth the Department's determination that the Licensee is not in compliance with the requirements of this Licensing Agreement shall immediately discontinue use of the Seal. If the Licensee contests the Department's demand and determination, within five (5) days of the receipt of the said demand and determination, the Licensee shall make written submission to the Department why the determination is erroneous.

14. The Department may terminate this Licensing Agreement if the Licensee fails to perform or adhere to any material term or condition of this Licensing Agreement, and, if subject to cure, such failure continues for a period of thirty (30) days following receipt of written notice of default given by the Department. If the Licensee contests the Department's termination, within fifteen (15) days of receipt of written notice, the Licensee shall make written submission to the Department as to why the Licensee is not in default.

Business Name: _____

Intended Seal Usage (label, packing, print, web publication, advertising, etc.): _____

Your Name and Title: _____

Signature: _____

Date: _____

Address: _____

Tel. #: _____

Email: _____