



Commonwealth Quality Program Requirements - Maple

Fixed Criteria (Required for all participants)	
1. Lead	
Lead levels must be less than 250ppb. (Must be tested annually if using any galvanized or soldered equipment.)	<i>Required</i>
Scored Criteria (Mark scores on attached scoresheet)	
2. Sugarbush	
2.1 Sugarbush management is done in accordance with the state of Massachusetts' best practice guidelines. (Found at http://www.mass.gov/agr/cqp/sectors/forestry/sustainability-requirements.htm)	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
2.2 Trees are tapped using practices to ensure long term sustainability and tree health.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
3. Tapping	
3.1 Tubing and buckets are cleaned annually.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
3.2 All taps are removed at the end of the season.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
4. Collection	
4.1 All sap is collected and stored in clean, food grade tanks.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
4.2 Sap is processed into syrup as soon as possible.	CQ Rating



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Always	3
Usually	2
Sometimes	1
Never	0
5. BUILDINGS	
5.1 The exhaust from any engines is diverted away from sap or syrup.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
<i>Not Applicable</i>	3
5.2 The interior of buildings are neat and clean.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
5.3 Debris (ash, etc.) is prevented from falling into tanks, pans, or other containers or surfaces that will contact sap or syrup.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
5.4 Birds, bats and rodents are excluded from buildings where sap is stored and syrup and other products are processed.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
5.5 All surfaces which could contact sap or syrup are clean and free from dirt, mold, debris and evidence of pests.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
5.6 Buildings used for processing sap and syrup have floors that have a washable surface.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0



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6. FOOD CONTACT MATERIALS	
6.1 No rusty metal tanks, buckets or spouts.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
6.2 No buckets, tanks or other containers that were originally made for a non-food product.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
6.3 Only food-grade diatomaceous earth used.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
<i>Not Applicable</i>	3
6.4 Only food-grade tubing or pipe used for sap or syrup transfer.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
6.5 Sap transfer pump not used for pumping non-maple liquids other than clean water.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
<i>Not Applicable</i>	3
6.6 No tanks or buckets with painted interiors.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
7. EQUIPMENT	
7.1 Reverse osmosis machine cleaned according to manufacturer's instructions.	CQ



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	Rating
Always	3
Usually	2
Sometimes	1
Never	0
<i>Not Applicable</i>	3
7.2 Evaporator cleaned and rinsed before use.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
7.3 Sap filters are clean with no mold or unsuitable odors.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
7.4 Pool filters used for sap filtration, use clean sand or food-grade diatomaceous earth.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
<i>Not Applicable</i>	3
7.5 Only food grade lubricant is used in the filter press pump.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
<i>Not Applicable</i>	3
8. SANITATION	
8.1 Hand washing station consisting of clean flowing water, soap, and disposable towels is available.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
8.2 A clean water source is available for cleaning equipment (a well, town water, permeate or condensate). No pond or brook water is used for cleaning equipment.	CQ Rating



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Always	3
Usually	2
Sometimes	1
Never	0
8.3 All interior trash containers are kept clean and emptied regularly.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
8.4 Animals are not allowed in the rooms where sap and syrup are being collected or processed.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
9. Food Allergens	
9.1 Sap and syrup prevented from being contaminated by allergens.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
9.2 No animal products (dairy, fat, etc.) are used as a defoaming agent.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
10. Containers	
10.1 Empty bulk and retail containers are stored and handled in a sanitary manner.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11. Packing	
11.1 Syrup is finished at density greater than 66% Brix at 68°F.	CQ Rating
Always	3
Usually	2
Sometimes	1



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Never	0
11.2 Density is checked by properly calibrated hydrometer or refractometer.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11.3 Syrup is graded using a current-year approved grading kit.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11.4 Syrup with off flavors or odors is not bottled for retail sale.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11.5 All syrup in retail containers is packed at a minimum of 180°F.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11.6 All retail containers are inspected for foreign debris and/or inverted prior to filling.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11.7 Jugs are filled to the proper level in accordance with manufacturer's specifications.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11.8 All filled drums and containers are coded and the producer has kept production records for both bulk and retail that relate the code on the container to the date and batch number.	CQ Rating
Always	3
Usually	2



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Sometimes	1
Never	0
11.9 All retail containers labeled with the name and address of producer.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
11.10 Packaged and bulk syrup is stored in a clean, cool, dry place.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
12. Safety	
12.1 Pesticides and herbicides and other chemicals or fuels not related to sugarmaking are not kept in any room where sap or syrup is present.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
12.2 Any chemicals are stored in their original containers with the label intact.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
12.3 Any chemicals are stored in a way that ensures they will not come into contact with sap or syrup.	CQ Rating
Always	3
Usually	2
Sometimes	1
Never	0
To participate in the program, sugarhouses must be located in MA, and at least 75% of syrup sold or used for value-added products must be from CQP producers.	



Commonwealth Quality Self-Audit Scoresheet - Maple

Fixed Criteria (Required for all participants)	
1. Lead	Yes or No
Lead levels must be less than 250ppb. (Must be tested annually if using any galvanized or soldered equipment.)	
Scored Criteria	
2. SUGARBUSH	
2.1 Sugarbush management is done in accordance with the state of Massachusetts' best practice guidelines. (Found at http://www.mass.gov/agr/cqp/sectors/forestry/sustainability-requirements.htm)	___/3
2.2 Trees are tapped using practices to ensure long term sustainability and tree health.	___/3
Subtotal	___/6
3. TAPPING	
3.1 Tubing and buckets are cleaned annually.	___/3
3.2 All taps are removed at the end of the season.	___/3
Subtotal	___/6
4. COLLECTION	
4.1 All sap is collected and stored in clean, food grade tanks.	___/3
4.2 Sap is processed into syrup as soon as possible.	___/3
Subtotal	___/6
5. BUILDINGS	
5.1 The exhaust from any engines is diverted away from sap or syrup.	___/3
5.2 The interior of buildings are neat and clean.	___/3
5.3 Debris (ash, etc.) is prevented from falling into tanks, pans, or other containers or surfaces that will contact sap or syrup.	___/3
5.4 Birds, bats and rodents are excluded from buildings where sap is stored and syrup and other products are processed.	___/3
5.5 All surfaces which could contact sap or syrup are clean and free from dirt, mold, debris and evidence of pests.	___/3
5.6 Buildings used for processing sap and syrup have floors that have a washable surface.	___/3
Subtotal	___/18
6. FOOD CONTACT MATERIALS	
6.1 No rusty metal tanks, buckets or spouts.	___/3



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6.2 No buckets, tanks or other containers that were originally made for a non-food product.	___/3
6.3 Only food-grade diatomaceous earth used.	___/3
6.4 Only food-grade tubing or pipe used for sap or syrup transfer.	___/3
6.5 Sap transfer pump not used for pumping non-maple liquids other than clean water.	___/3
6.6 No tanks or buckets with painted interiors.	___/3
Subtotal	___/18
7. EQUIPMENT	
7.1 Reverse osmosis machine cleaned according to manufacturer's instructions.	___/3
7.2 Evaporator cleaned and rinsed before use.	___/3
7.3 Sap filters are clean with no mold or unsuitable odors.	___/3
7.4 Pool filters used for sap filtration, use clean sand or food-grade diatomaceous earth.	___/3
7.5 Only food grade lubricant is used in the filter press pump.	___/3
Subtotal	___/15
8. SANITATION	
8.1 Hand washing station consisting of clean flowing water, soap, and disposable towels is available.	___/3
8.2 A clean water source is available for cleaning equipment (a well, town water, permeate or condensate). No pond or brook water is used for cleaning equipment.	___/3
8.3 All interior trash containers are kept clean and emptied regularly.	___/3
8.4 Animals are not allowed in the rooms where sap and syrup are being collected or processed.	___/3
Subtotal	___/12
9. Food Allergens	
9.1 Sap and syrup prevented from being contaminated by allergens.	___/3
9.2 No animal products (dairy, fat, etc.) are used as a defoaming agent.	___/3
Subtotal	___/6
10. Containers	
10.1 Empty bulk and retail containers are stored and handled in a sanitary manner.	___/3



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Subtotal	___/3
11. Packing	
11.1 Syrup is finished at density greater than 66% Brix at 68°F.	___/3
11.2 Density is checked by properly calibrated hydrometer or refractometer.	___/3
11.3 Syrup is graded using a current-year approved grading kit.	___/3
11.4 Syrup with off flavors or odors is not bottled for retail sale.	___/3
11.5 All syrup in retail containers is packed at a minimum of 180°F.	___/3
11.6 All retail containers are inspected for foreign debris and/or inverted prior to filling.	___/3
11.7 Jugs are filled to the proper level in accordance with manufacturer's specifications.	___/3
11.8 All filled drums and containers are coded and the producer has kept production records for both bulk and retail that relate the code on the container to the date and batch number.	___/3
11.9 All retail containers labeled with the name and address of producer.	___/3
11.10 Packaged and bulk syrup is stored in a clean, cool, dry place.	___/3
Subtotal	___/30
12. Safety	
12.1 Pesticides and herbicides and other chemicals or fuels not related to sugarmaking are not kept in any room where sap or syrup is present.	___/3
12.2 Any chemicals are stored in their original containers with the label intact.	___/3
12.3 Any chemicals are stored in a way that ensures they will not come into contact with sap or syrup.	___/3
Subtotal	___/9
Total	___/129
<p>To participate in the program:</p> <ul style="list-style-type: none"> • Producers must score at least 90 points out of 129. • Sugarhouses must be located in MA, and at least 75% of syrup sold or used for value-added products must be from CQP producers. 	



Exhibit F
The Massachusetts' Commonwealth Quality Program
REQUIREMENTS/GENERAL STANDARDS TO REGISTER
MAPLE

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 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. Maple Products:

Producers of maple products made solely with pure maple syrup can become licensed if they meet all of the following criteria:

- a. At least 75% of CQP listed projects must be produced at a CQP certified facility.
- b. Individual, organization or entity must be familiar with the Massachusetts BMPs for specific commodity/commodity groups (excluding the GAP section as provided in c.). You can find the BMPs by visiting http://ag.umass.edu/sites/ag.umass.edu/files/pdf-doc-ppt/maple_bmp_final.pdf.
- c. For any individual, organization or entity adhering to the Massachusetts CQP BMPs/BMPs GAPs practices for specific commodity/commodity groups, a signed and certified affidavit confirming adherence to practice standards must be supplied.

II. Producers:

Processors of maple products made solely with pure maple syrup must meet additional requirements and maintain certifications determined by their respective Industry. To be licensed with **Massachusetts' Commonwealth Quality Program**®, producers of these products may become licensed if they meet the following criteria:

- a. The primary agricultural product must be 75% (by weight or value) or more Massachusetts sourced (complying with I.a.).
- b. The majority of the agricultural ingredients (by weight or value) must comply with I. a.



**Massachusetts Commonwealth Quality Program
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 F, 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 F.

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 F; 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.

Licensee:

Print Name: _____

Title: _____

Signature _____ Date: _____

Licensor: Massachusetts Department of Agricultural Resources (MDAR)

Print Name: _____

Title: Commonwealth Quality Program Coordinator
Massachusetts Department of Agricultural Resources

Signature _____ Date: _____



**The Massachusetts Commonwealth Quality Program
Documentation Checklist**

Registration Materials

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

Please submit registration materials to:

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