



## WAREHOUSE INSPECTION PROGRAM

Approved by Board of Directors October 20, 2020 / Effective as of April 1, 2021

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**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**WAREHOUSE INSPECTION PROGRAM**

**Approved by Board of Directors October 20, 2020 / Effective as of April 1, 2021**

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**1) OBJECTIVE OF THE PROGRAM**

- a) The Cocoa Merchants' Association of America, Inc. ("the Association") hereby establishes a Cocoa Warehouse Inspection Program ("the Program") to facilitate a participating Warehouse's efforts to maintain appropriate standards of storage within the requirements of the Federal Food, Drug & Cosmetics Act (1938), including its update as the Food Safety Modernization Act (H.R. 2751), and all other pertinent Federal, State and Local agencies. However, neither the Association nor the member Warehouse make any representation that the program is a substitute for and/or the preemption of the authority vested by law in all pertinent Federal, State and Local regulatory agencies.

**2) EXECUTIVE OVERSIGHT**

- a) The Warehouse Inspection Committee ("the Committee") shall consist of two representatives with preferably two years of cocoa experience from the Association's Regular Membership that is engaged or involved in the commercialization of physical cocoa beans and/or cocoa products, having a principal place of business within the United States of America; at least two members shall be branded manufacturers, when possible; two representatives with preferably two years of cocoa experience from the Association's Associate Membership that is engaged or involved in the warehouse storage of cocoa beans and/or products, having a principal place of business within the United States of America; one representative with preferably two years of cocoa experience to be nominated by the President of the ICE Futures U.S. ("ICE") upon receiving recommendations from the Board.
- b) All Committee members must be participating in the Program. The term of office of a Committee member shall be for two years and they shall be eligible for reelection. Members with overlapping ownership in other member companies will not be eligible for service at the same time. Committee members shall serve without remuneration.
- c) Each year at the organizational meeting of the Association's Board of Directors ("the Board"), shall appoint members for all categories with terms to expire March 31. Except for the representative of ICE, the terms of office shall be for one year (April 1 to March 31) for one Committee member and for two years for the other Committee member of the same category. Thereafter, the member serving for one year shall be replaced with a member serving for two years, and all the members shall serve for two years thereafter, so that their terms overlap.
- d) The Board shall also appoint one alternate member to serve for each category, if a regular Committee member is recused because of conflict of interest or because of other bona fide impediments to attend the Committee's meetings. Whenever the regular member of the

respective category is present at the Committee's meetings and is not recused because of conflict of interest, the alternate shall participate in all discussions but shall not be permitted to vote.

- e) The voting presence of any two representatives of the respective groups, and the representative of the Board of Directors, and the ICE representative shall constitute a quorum.
- f) If any vacancies shall occur within the Committee, the Committee shall have the power to recommend to the Board of Directors a person who would ordinarily qualify for Committee duties. Any person to fill such vacancy shall fill the seat corresponding to the category in which the vacancy occurred, and shall not be taken into consideration when determining the re-eligibility of such person to the Committee.
- g) Each year at the April meeting of the Committee, the Committee shall elect its own chairman and vice-chairman, to serve for one year, who may be reelected during his or her term of office as a committee member. Committee members representing warehousing companies shall not be eligible.
- h) The chairman will assign each member of the Committee to be the point of contact between the Committee and a specific participating warehouse operator. It will be the responsibility of the designated Committee member to liaison with the warehouse throughout the term regarding any communication the between the warehouse and the Committee.
- i) At the beginning of each term, each appointed Committee member (including alternates) shall submit to the Association's office the name of a senior representative from their company to attend emergency meetings in the appointed Committee member's absence. It is the sole responsibility of the appointed Committee member to forward all correspondence pertaining the Committee to this selected individual.
- j) Pursuant to the Association's By-Law's, Article VI, Section 1 (A), the Board of Directors shall have final approval of all Committee appointments and amendments to the Program.

### **3) ADMINISTRATION**

- a) The Program shall be administered by the Association's staff resources.
- b) Inspections shall be performed and administered as set forth in Sections 6-9 of this document.

### **4) PARTICIPATION**

- a) The Program is established under a contractual agreement between the Association as one party and the participating warehouse operator ("Warehouse") as the other party. The contract between the parties provides for the Warehouse's cocoa premises to be inspected according to a system as set forth under Section 6-9 of this document, and for the Association to issue to the

Warehouse an inspection Certificate ("Certificate") for the location(s) which has (have) met the appropriate criteria as set forth in Section 5 of this document.

- b) Under the Association's Standard 1-A Contract, which governs cocoa sales ex warehouse ("1-A Cocoa"), only cocoa tendered from a CMAA certified Warehouse with a valid Certificate shall be a proper tender under said contract.
- c) The participating warehouses may include a clause in their warehouse receipts indicating the fact that they are part of the Program and shall apply the policies as set forth by the Program as a condition of warehousing the owner's cargo.
- d) ICE Rules 7.08 and 7.13 require that a Warehouse have a valid Certification, as described under Section 5 of this Program, as one of the conditions of obtaining an ICE license to store cocoa for delivery against ICE contracts.

## 5) **CERTIFICATION**

- a) A participating warehouse operator may apply for a Certificate by completing the following documents and submitting them to the Executive Director of the Association.
  - i) Warehouse Certification Agreement form is required to initiate the agreement between the Warehouse and the Association. This is required for the warehouse operator to join the Program.
  - ii) Reference Statement Form for the Warehouse where at least one reference must be from an Association Regular member and a participating member of the Program. This is required for the warehouse operator to join the Program.
  - iii) Warehouse Certification Form is for each facility that is applying for a Certificate. This form will be required each time a warehouse operator applies a new facility for a Certificate.
    - (1) The Warehouse Certification Form will be required in the event a warehouse operator would like to repurpose a facility from the storage of cocoa beans to the storage of cocoa products or vice versa.
    - (2) A warehouse facility will be defined using the FDA definition found in the Code of Federal Regulation [21CFR1.227]. Facility means any establishment, structure, or structures under one ownership at one general physical location.
- b) An Executive Committee consisting of the Chairman, Vice-Chairman, and the Executive Director of the Association shall review all required documents for new warehousing companies before an inspection can be scheduled.

- c) Upon the Executive Committee's approval of the application documents in section 5 part A of this document the Association will ask the service provider, as detailed in section 7 of this program, to schedule an inspection to the new facility.
- d) The service provider will perform an inspection of the facility per the requirements in sections 6-9 of this document and provide the Executive Committee with the Checklist as described in section 8 of this document.
- e) The new facility will be required to follow the same corrective actions steps and responses following the initial inspection as they would on a regular monthly inspection (see section 9 for Checklist Report Response Procedures).
- f) The Executive Committee will review the inspection Checklist and Corrective Action report to determine if the facility meets the criteria to be part of the Program.
- g) The Association shall issue the Certificate for each individual warehouse facility that meets all the criteria set forth in this section.
- h) If applicable, the Certificate shall represent that the specific Warehouse facility has met the requirements of the Standards (see Standard for Proper Storage of Cocoa) at the specific date when an inspection was performed.
- i) The Certificate is not transferable from one facility to another facility of the same Warehouse operator. A facilities Certificate is not transferable from one Warehouse operator to another Warehouse operator.
- j) The criteria for the issue of a Certificate are as follows:

The specific Warehouse location to be certified must

- i) Have a documented Food Safety plan and procedures in accordance with the Federal Food, Drug & Cosmetics Act and the Food Safety Modernization Act that addresses the known hazards and risk associated with the storage and handling of cocoa beans or products in a warehouse operation;
- ii) Have a documented maintenance and sanitation program with a log of the maintenance and sanitation actions taken. The Warehouse Maintenance and Sanitation Log should be completed a minimum of twice a month and should be available to inspectors at the facility (see example of Warehouse Maintenance & Sanitation Log);
- iii) Have a documented pest control program with a log of pest control maintenance and actions taken. The pest control program should be completed a minimum of twice a month and be available to inspector at the facility;

- (1) If the pest control program includes fumigation and/or fogging procedures to mitigate pest activity the warehouse must
    - (a) Be of a structural integrity to allow for the safe completion of a total warehouse fumigation or be capable of fumigating all stored cocoa beans at the same time in compliance with all applicable laws and regulations;
    - (b) Dates of fumigation and/or fogging with the type of pesticide used, pest control company, and employee responsible for the program should be maintained in the log;
    - (c) Keep a written record of the number of fumigations of each lot in storage;
  - (2) Locations of rodent control devices, bait stations and pesticide storage areas should be indicated on the floor plan (See Standards for Proper Storage of Cocoa Section 3, subpart b and Guidelines for Floor Plans).
  - (3) Service reports, including inspection dates, findings, and actions taken if needed, should be maintained and available for inspection for a minimum of 3 years.
- iv) Have ready access to adequate equipment for the physical handling of the cargo commensurate with the facility's holding capacity;
  - v) Have among its management personnel with authority and responsibility over its cocoa warehousing operations persons with at least two years of experience in the operation of a food product storage operation or six months of experience in storing cocoa;
  - vi) Be structurally sound;
  - vii) Have a documented space locator system allowing easy identification of the location of any given parcel of cocoa stored at the facility (see Standards for Proper Storage of Cocoa Section 1 Building Structure subpart m and Guidelines for Floor Plans);
    - (1) The Warehouse must be able to prove identity of the parcels by quantity, origin, mark, or other identifying criteria to ensure traceability between the warehouse management system and physical identification of the parcel in the facility;
  - viii) Have a documented program of inspecting all incoming cargo for visible external conditions that could pose a threat to cargo;
  - ix) Have a documented visitor log and visitor management procedure;
  - x) Submit to the Association's office within 15 calendar days of approval of a facility, and maintain in effect either proof of the following minimum coverage issues by an insurer, or

surety, in either case satisfactory to the Committee as follows:

- (1) Outstanding warehouse operator's legal liability insurance coverage in the amount of at least \$500,000 for each location where one or more buildings containing a certified store are situated and which provides for coverage for each certified store;
- (2) Renewal documents must be sent to the Association on a regular basis;
- (3) Meet all applicable local, state, and federal requirements.

k) The Association shall issue the Certificate free of charge.

#### **6) INSPECTION SCHEDULE**

- a) There shall be eleven (11) inspections for bean and six (6) for product warehouses each year, as follows:
  - i) All cocoa beans buildings will collectively have the inspection months selected based on an analysis of the monthly trending data in Section 14 where the Committee will determine the eleven (11) inspections months on an annual basis.
    - (1) If no consensus can be determined inspections will take place; January, February, March, April, May, June, July, August, September, October, December.
  - ii) All cocoa products buildings will collectively have the inspection months selected based on an analysis of the monthly trending data in Section 14 where the Committee will determine the six (6) inspections months on an annual basis.
    - (1) If no consensus can be determined inspections will take place; February, April, June, August, October and December.
    - (2) In the case of cocoa product warehouses in out-port locations, the Committee may allow inspection during the same month the bean warehouses are inspected to contain the inspector's traveling expenses.

#### **7) INSPECTION SERVICE PROVIDER**

- a) The inspection shall be performed under contract by a professional inspection service company with experience in cocoa, retained from time to time for the purpose by the Association.
- b) The service provider is to have associates with the following knowledge and experience on staff;

- i) Federal Food, Drug & Cosmetics Act's Food Safety Modernization Act (FSMA) expertise and experience;
- ii) Accredited food safety employee on staff certified in at least one of the following: Safe Quality Food (SQF), Food Safety System Certified (FSSC 22000), Preventative Control Qualified Individual (PCQI);
- iii) Board Certified Entomologist (BCE) on staff;
- iv) Strong knowledge of Hazard Analysis and Critical Control Point (HACCP) principles or programs;
- v) Regulatory knowledge from both a national and regional level (i.e. fumigation);
- vi) Ability to cross-train multiple employees to support the Program;
- c) The inspections as detailed in Section 6 shall be performed by (an) individual(s) who has (have) the following minimum qualifications;
  - i) A college degree in entomology or related field is preferred, but not necessary;
  - ii) At least two years' experience in inspection of food facilities, of which at least six months of cocoa beans and products under supervision of a Qualified Inspector (NEHA or other);
  - iii) Knowledge of applicable Federal codes, regulations and rules for food storage as set forth in the Food, Drug and Cosmetics Act including the Food Safety Modernization Act.
  - iv) Strong knowledge of current Good Manufacturing Practices (cGMP);
- d) If the service provider experiences personnel changes which result in the above criteria in Sections B and C to not be met then the Association reserves the right to terminate the contract.

## 8) **INSPECTION PROCEDURES**

- a) The inspection shall consist of the inspector comparing the physical conditions of the structures, cargo, and environment enumerated on an inspection checklist titled CMAA-Warehouse Inspection Program Report, Appendix C of this Program, ("Checklist") and reflect the findings of the conditions at the time of the inspection in the following standards, but not limited to:
  - i) The existence of a documented Food Safety Plan that addresses the known hazards and risk associated with the storage and handling of cocoa beans or products in a facility;
  - ii) The existence of a documented maintenance and sanitation program with a log of the maintenance and sanitation actions taken (See section titled "Warehouse Maintenance &



Sanitation Log”).

- iii) The existence of a documented pest control program with a log of pest control maintenance, fumigation, and fogging actions taken.
  - iv) All logs for the maintenance and sanitation program and pest control program should be legible and include a floor plan (See section titled “Guidelines for Floor Plans for Cocoa Storage Facilities”).
  - v) Structural integrity of the facility;
  - vi) Rodent activity;
  - vii) Insect activity;
  - viii) Bird activity;
  - ix) Water leaks;
  - x) General housekeeping and sanitation;
  - xi) Any reoccurrence of a pest infestation, deficiency or situation that poses a threat to cargo;
  - xii) Test of the warehouse locator system by having the inspector choose one lot randomly during the inspection noting the floor plan location, lot identification number, and quantity along with at least one other identifying criteria such as origin, mark, or other available reference. The inspector is to verify this information is correct by having the warehouse personnel confirm the location and identity via the warehouse management system.
- b) Any CMAA certified facility holding less than 100 metric tons of cocoa beans or product shall not be inspected, unless the Warehouse and/or at least one participating cargo owner specifically asks for an inspection.
- i) Request should be made to the Association who will notify the inspection company to proceed with the next regularly scheduled monthly inspection.
  - ii) The warehouse shall notify the Association’s office when a Certificate is holding less than 100 metric tons of cocoa beans or product. A CMAA certified facility will lose certification after a period of three missed inspections. The inspector will notify the Association’s office that the certified facility has lost its certification.
- c) Each item shall be checked as set forth on the Checklist.

- d) The Checklist shall contain an item that states “Present conditions may adversely affect cargo at this location.” The inspector shall consult a Decision Matrix (See appendix B), contained in the Program and reviewed by Committee for conditions which may adversely affect cargo. If conditions noted in the Decision Matrix are found during the inspection, the inspector shall check “Yes” for the “Present Conditions” statement and notify the CMAA during the normal reporting process.
- e) Pertaining to specific cargo (defined as a warehouse receipt number or lot number) if the inspection finds any situation that meets the criteria of “Present conditions may adversely affect cargo at this location” (Appendix B “Decision Matrix” outlines criteria) or if there is a deficiency in the locator system, the Inspector will work with the Warehouse to identify the owner of the cargo involved and if the owner is a participating cargo owner inform both the Association and the owner of the condition within 24 hours of the inspection. The communication will include the condition observed, the cargo involved, the warehouse, location of cargo, and name of the owner.
  - i) If the cargo identified does not belong to a participating cargo owner a communication will be sent to all participating cargo owners in the Program and include a description of the condition overserved, the warehouse, and location of cargo.
- f) Based on the inspection, the Inspector shall prepare the Checklist (Appendix C “CMAA-Warehouse Inspection Program Report”), which details the findings of the conditions observed during the inspection.
- g) At the end of each inspection, the Inspector shall conduct an exit interview on his/her findings with the Warehouse’s management representative. During this interview, the findings from each certificate are to be reviewed and agreed upon between both parties. The inspector will finalize the Checklist and both the Warehouse’s management and inspector will sign off on the document. The inspector will leave one copy of the completed Checklist Report with the Warehouse, forward one copy of the completed and signed Checklist to the Association and participating cargo owners following the inspection, and retain one copy for their own records.
  - i) The warehouse and service provider will maintain records of the Checklist in a hard copy for a rolling 3-year period and the Association will maintain records electronically indefinitely.

## 9) CHECKLIST REPORT RESPONSE PROCEDURES

- a) The Warehouse will be given 10 days from receipt of the signed Checklist to respond in writing with their corrective action plan to each finding listed. The response is to be written on the Corrective Action Report (Appendix C “Correction Action Report”), which will accompany the Checklist when distributed. The Corrective Action Report is to be sent to the Inspector, Association office, and the Committee.

- b) The corrective action plan should include but not limited to;
  - i) Root cause of the occurrence;
  - ii) Immediate mitigation plan;
  - iii) Corrective action to address root cause;
  - iv) Who is responsible for actions taken and dates of completion.
- c) The Checklist and Warehouse's corrective action plan is to be reviewed by the Committee members. If any of the following criteria occur, an emergency meeting of the Committee will convene within ten (10) business days of the date of the Checklist or within five (5) business days of receiving the Warehouse's response.
  - i) A corrective action response is not submitted within the 10 day timeframe;
  - ii) A response to a finding where the "Present conditions may adversely affect cargo" box is checked is not adequately addressed;
  - iii) A repeat finding for a condition that causes the "Present conditions may adversely affect cargo" box to be checked. The repeat condition must be in reference to the same cargo, building, or section of the building where the initial finding is observed.
  - iv) A second repeat finding for any condition on the Checklist Report. The repeat condition must be in reference to the same cargo, building, or section of the building where the initial finding is observed.
  - v) A deficiency in the locator system is reported on the Checklist Report.
- d) Upon receipt of the Checklist, participating owners may submit a request to the Association that an emergency meeting of the Warehouse Inspection Committee be held to address findings on the Checklist. The Association will provide the request to the Executive Warehouse Inspection Committee where they will apply the criteria set forth in Section 9 subpart c to determine if the request will be granted.
- e) The emergency meeting will allow the Warehouse to present their formal corrective action plan to the Committee. After having heard the Warehouse, the Committee shall decide at this meeting whether to place the Warehouse on "pending review" status or whether the Warehouse can make satisfactory corrections within a period to be negotiated between the Committee and the Warehouse.
- f) The Association shall notify all participating owners in the program when a Warehouse is placed in "pending review" status. A Warehouse with a "pending review" status will have the following

conditions applied;

- i) Warehouse operator cannot be issued a certificate in case of a new application;
- ii) Any inbound or outbound movement of cocoa will be at the discretion of the cargo owner and will not be part of the oversight of the Program;

#### **10) CORRECTION OF DEVIATIONS FROM THE STANDARDS**

- a) If the corrections required as identified in the Corrective Action Plan necessitate the approval of the owners of the cargo, such approval must be given by the owners within ten calendar days, or the Warehouse can take appropriate action at the expense of the cargo owner without further notification to the owners. The Warehouse may so state in its general conditions of storage. The warehouse shall also notify the Association of the owner's lack of response.
- b) After the next scheduled inspection or after a specially agreed upon re-inspection if a Warehouse rated "pending review," the Committee shall review the new Checklist within five (5) business days. If progress has been satisfactory, the "pending review" status shall be lifted within one (1) business day and the Warehouse and the participating owners shall be so notified within two (2) business days.
- c) If progress is not satisfactory, the Committee shall meet in emergency session, at which session the Warehouse shall be heard. Based on the Warehouse presentation the Committee will decide and vote to request a Special Meeting of the Association's Board of Directors and inform the Board that the Warehouse has been rated "unacceptable."
- d) Unless there is a clear case of physical emergency, the Board shall advise the Warehouse that the Certificate has been withdrawn.
- e) The Association shall notify all participating owners in the program when a Warehouse is placed in "unacceptable" status and when a Certificate has been withdrawn.

#### **11) REVOCATION OF CERTIFICATE**

- a) If a CMAA certified facility is rated "unacceptable," all cargo covered under Standard Contract 1-A conditions must be removed from the offending facility according to criteria set forth by the Committee, which is approved by the Board of Directors as set forth in the Executive Oversight, on a case-by-case basis.
- b) The cost of moving shall be borne by the Warehouse and the cargo owner. If the Warehouse is unable to cover this cost, the cargo owner shall pay for it and lodge a claim against the Warehouse.

- c) If the facility covered by the Certificate has not been inspected for a period of three inspection periods because of absence of cargo, the Warehouse shall voluntarily surrender the Certificate unless the facility has passed an inspection. The Association's office will notify the Warehouse on the second inspection period pending loss of the Certification.
- d) The Association requires a written notification after the second missed inspection from the inspector when a CMAA certified facility is in jeopardy of losing their Certificate because of absence of minimum cargo needed, so that the Association's office can notify all participating owners. The inspector will notify the Association's office that the certified facility has lost its certification.
- e) If the Warehouse is in arrears for more than 60 calendar days in the payment of the inspection fee as set forth in Section 15 hereafter, it shall not be inspected. If it has not been inspected for two consecutive scheduled inspections (one scheduled inspection in the case of cocoa product warehouses), the Certificate shall be revoked, except that the warehouse shall be given 30 calendar days to remedy the situation. If the Warehouse is in arrears for over 30 calendar days and is in danger of not being inspected, the participating owners shall be so informed immediately.

#### **12) REINSTATEMENT OF CERTIFICATION**

- a) A Warehouse may apply for re-certification, in which case the same criteria and conditions shall apply as those for a new facility as described in Section 5 of this Program.

#### **13) UNFORSEEN CIRCUMSTANCES**

- a) Anything detrimental that happens to a CMAA certified facility or cargo stored in a CMAA certified facility resulting from a natural disaster, fire, flood or any "Act of God", shall be reported in writing within 24 hours to the Association by the Warehouse. The Warehouse shall report the date of the incident and any pertinent information regarding the integrity of the structure and cargo stored in the facility.
- b) After such notification, the Association shall notify all owners of the situation before the end of the next practical business day.
- c) If possible, the Committee shall meet within five (5) working days and decide if an inspection is necessary. If a CMAA inspector cannot gain access to the facility or the facility is deemed to be "unsafe to enter" by a state or governmental entity the facility will automatically be placed under "pending review" status. If the Committee deems an inspection of the facility is necessary, the cost will be borne by the Warehouse, including any follow-up inspections.

#### **14) MONTHLY TREND REPORTING**

- a) At the end of each month, the Inspector will compile all the findings from the Checklists for the certified spaces that were inspected and enter the occurrences of findings, by certification, into the CMAA Report Items Summary (Appendix D). The report will be kept by the warehouse company. The CMAA Report Items Summary is designed to offer trending outputs for the following information over a rolling-3-year period;
  - i) Each certificate, individually, is tracked for the total number of reportable items that did not conform to standards (found on individual certificate tabs);
  - ii) Each certificate, individually, is tracked for the total number of reportable items that meet the criteria for Conditions that May Adversely Affect Cargo (See Section 8 subpart d for description) (found on individual certificate tabs);
  - iii) The total count of report items that did not conform to standards and the total count of Conditions that May Adversely Affect Cargo by certificate is compared between all the certificates in the program (found on the “SUM” tab);
  - iv) The number of report items is compared from all of the certificates combined (found on the “SUM” tab);
  - v) Additionally, a trend of items in Section 8 can be determined from any time period selected within the most recent rolling 3 year period (found on the “SUBTOTALS” tab).
- b) The information from this report will be submitted to the Warehouse Inspection Committee and the Warehouse monthly for review. It is designed to aid the Warehouse in analyzing trends and to develop training and education opportunities based on findings that are occurring most frequently. It can also be used to help verify if corrective actions have resolved the root causes determined for non-conformities. The following trends can be reviewed from information gathered on the CMAA Report Items Summary;
  - i) Individual certificates/warehouses with the highest number of report items over the rolling 3 year period, within the past year and within the past quarter;
  - ii) Individual certificates/warehouses with the highest number of report items that meet Conditions that May Adversely Affect Cargo criteria over the rolling 3 year period, within the past year and within the past quarter;
  - iii) The most frequent report items and items that meet Conditions that May Adversely Affect Cargo criteria across all certificates / warehouses over the rolling 3 year period, within the past year and within the past quarter.

## 15) FUNDING

- a) The inspection company shall bill each Warehouse for each inspection, according to a fee established by the inspection company based on actual out-of-pocket costs and approved and published by the Association's Board of Directors. The Warehouse shall collect the funds from the cargo owners in form of a surcharge on the regular monthly warehouse bills. The inspection company shall pay the Association a commission commensurate with the Association's cost of administering the program, which is to be reviewed from season to season.

#### **16) REGULATORY AGENCIES**

- a) Although this program is meant to facilitate the Warehouse's efforts to maintain appropriate standards of storage within the requirements of the Federal Food, Drug & Cosmetics Act and all other pertinent Federal, State and Local requirements, neither the Association nor the Warehouse are making any representation that the agreement is a substitute for or preempts the authorities vested by law in the Federal, State and Local regulatory agencies.
- b) If a CMAA certified facility is inspected by a governmental regulatory agency, the Warehouse shall provide access to the facilities and cargo to the agency's representative(s) ("Government Inspector") and provide such assistance as is reasonable for the Government Inspector to perform his or her task properly.
- c) Except for routine inspections by local authorities, such as fire and building departments, the Warehouse shall inform the Association within 24 hours of an inspector's arrival and of the time, place, nature, and extent of the findings of the inspection, and hold the evidence retained, if any, even if the inspector has indicated that the Warehouse is in compliance. Moreover, copies of the follow-up report, if any, which, in the case of FDA, is normally left with the Warehouse at the end of the inspection, at which time the Warehouse shall forward to the Association by end of said business day. The Association shall forward all documents to all participating owners in the Program.
- d) An Executive Committee consisting of the Chairman, Vice-Chairman, and the Executive Director of the Association shall review the documents and if the review reveals conditions deemed to pose a threat to cargo such as, but not limited to a live insect condition(s), a live bird in the warehouse, rodent infestation in the warehouse, or a leaking roof (rather than an isolated location), or the absence of a sanitation program and general disrepair of doors and windows, the Committee shall meet to address the situation within five (5) business days from the date of the report.

#### **17) TRANSITIONAL PROVISIONS**

- a) To accommodate the inception of this Program, the Committee may, in cases of clearly demonstrated hardship, where there is no imminent risk to the integrity of the cargo, grant existing Warehouses such relief and waivers of the above terms and conditions as is fair and reasonable.

## **18) RESOLUTION OF DISPUTES**

- a) All disputes arising out of this Program, including but not limited to a protest against de-certification, shall be settled by Arbitration under the rules of the American Arbitration Association, except that the members of the panel selected to hear and decide such a controversy shall be chosen as follows:
  - i) Each party shall designate one panel member, who need not be a member of the Association, and the two panel members so chosen shall appoint a chairman who, in their mutual agreement, is familiar with the cocoa business.
  - ii) If the two panelists cannot agree on a chairman, the American Arbitration Association shall, at its sole discretion, appoint the chairman.
- b) Unless the panel rules otherwise, the cost of the proceedings shall be borne by the party who initiates the arbitration, and the decisions of the Arbitration Panel shall be final and binding on all parties.

## **19) CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- a) All information and correspondence such as but not limited to reports, documents, information, processes, databases, knowledge or materials of any kind generated by the administration of this Program by the Association, Service Provider, Committee, or Participating Owners is considered Confidential Information. All Confidential Information is to be held in strict confidence, not to use it in any way, commercially or otherwise, except in the administration of this Program, and not to disclose it to others. All parties further agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.
- b) Any information and correspondence such as but not limited to reports, documents, information, processes, databases, knowledge, or material of any kind generated by the administration of this Program by the Association, Service Provider, Committee, or Participating Owners are considered property of the Association. All parties irrevocably transfer and assigns to the Association all rights, title and interest in and to the information and correspondence generated, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein.

## **20) APPLICABLE LAW**

- a) This agreement is covered by the laws of the State of New York.



**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**STANDARDS FOR PROPER STORAGE OF COCOA**  
WAREHOUSE INSPECTION PROGRAM

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**1) BUILDING STRUCTURE**

- a) A CMAA certified facility must be in compliance with the requirements of the Federal Food, Drug and Cosmetics Act and the appropriate regulations.
- b) Each CMAA facility must have a documented Food Safety Plan and procedures in accordance with the Federal Food, Drug & Cosmetics Act's Food Safety Modernization Act that addresses the known hazards and risk associated with the storage and handling of cocoa beans and products in a warehouse setting. The Food Safety Plan must address;
  - i) Warehouse sanitation and records of work performed;
  - ii) Pest control plan and records of work performed;
    - (1) Fumigation plan and records of work performed.
- c) All food safety documents and records must be kept in an easily accessible format and up to date for inspections.
- d) A CMAA certified facility must be weather-tight as to roof, wall, doors and windows. Holes in walls, roofs, windows, etc. must be sealed to prevent rodent and other pest entry.
- e) A CMAA certified facility must comply with pertinent local fire regulations and have sufficient floor load limits.
- f) If a CMAA certified facility is used to store cocoa beans, it must be equipped with automated pesticide dispensing units or other equipment of similar efficiency capable of properly controlling insect infestation.
- g) Where permissible by local authorities and where practical, the CMAA certified facility must be capable of holding a total building fumigation and proper ventilation to allow for the safe disbursement of the fumigant at the completion of the process.
- h) A CMAA certified facility must have sufficient light to permit cleaning and service crews to work efficiently, but need not have natural light. Lighting fixtures must be located or constructed so as not to present a hazard to the cargo and must have shatter proof covers and/or shatter resistant bulbs.

- i) The CMAA certified facility should have ventilation sufficient enough to help reduce potential mold or mildew build-up that may occur.
- j) The CMAA certified facility must be equipped with toilet facilities, which are kept in good repair and condition and are supplied with proper soaps, towels, toilet paper, etc. There must be clearly visible signs posted in the toilet facilities for employees to wash their hands before returning to work.
- k) The CMAA certified facility must be equipped with signs indicating no eating or drinking is allowed except in designated areas such as breakrooms.
- l) Cracks, seep holes, crevices and openings in the floor or in the walls, such as around doorframes, expansion joints, pipes and sills, must be sealed to prevent rodent and other pest entry.

## 2) **STORAGE AND HANDLING**

- a) Cocoa must not be stored with any material that creates a food safety or quality risk.
  - i) Any material that is stored with cocoa must be part of the warehouse's Food Safety Plan. The plan must include a hazard analysis and critical control point's (HACCP) evaluation to identify if biological, chemical, and physical hazards exist and how they are controlled to ensure the food safety and quality control of the cocoa is maintained.
  - ii) The Warehouse must make Participating owners aware of any non-cocoa material stored in the presence of cocoa.
    - (1) This does not include materials used in the storage and delivery of cocoa such as but not limited to spare pallets, spare cocoa bags or cartons, packaging materials, dunnage, ect.
- b) Cocoa must be stored on pallets. The pallets must provide a minimum of four inches distance from the floor.
- c) Pallets and dunnage must be kept clean, free of evidence of rodent and bird presence, free of infestation and in good repair. They should be cleaned of all foreign matter including, but not limited to residual presence of previous cargo, dirt, bird droppings, dead insects, pupal cases, webbing, etc. This requirement also applies to pallets and dunnage stored for future use.
- d) Cocoa must not be stored nearer than two feet from the ceiling nor closer than 18 inches below any sprinkler head.
- e) Cocoa must not be stored less than 24 inches from any wall.

- f) Piles of cocoa beans
  - i) Must not be wider than 22 feet.
  - ii) Must not be higher than five pallets for cocoa beans and four pallets for cocoa products. Notwithstanding, piles must be stored in tiers stacked, blocked, interlocked and limited in height so that they are stable and secure against sliding or collapse.
  - iii) Must have a minimum aisle width of 24 inches around piles.
  - iv) Must have a minimum of six feet wide work aisle along one face or at least sufficient space for equipment to operate without contacting the cargo.
- g) Stored bags or cartons of cocoa should be kept free of the following conditions; live infestation, dirt, dead insects, cocoons, webbing, evidence of rodents, and water damage. Any lot of cocoa that presents a condition is to be corrected immediately to ensure the issue does not spread to other lots in the warehouse. Remediation procedures and actions are to be documented in the warehouse's Food Safety Plan.
  - i) If such a condition is the result of an infestation, which was subsequently corrected by fumigation, the warehouse must notify the owner in writing of the existence of such an exterior condition.
- h) Torn bags or bags from which beans are sifting, whether from sampling or otherwise, must be promptly repaired and the floor must be kept free of spilled beans. If excessive spillage results from sampling, the warehouse must notify the sampler, and if no corrective action is taken by the sampler, the warehouse must notify the owner, and in the case of cocoa being sampled for ICE Futures U.S. ("ICE"), the Warehouse shall submit a documented complaint (e.g. by including photographs) to ICE.
- i) Incoming shipments of cocoa must be visually inspected for damage, insect or rodent infestation, contamination by bird presence, or otherwise. If a condition is present, the warehouse must take the necessary remediation steps as outlined in their Food Safety Plan. The issue must be corrected so that it does not put other cocoa in the warehouse at risk for cross contamination. Any actions that are taken must be documented in their Food Safety Plan records or log books.
- j) Cocoa beans cannot be stored with cocoa products.
- k) A CMAA certified facility must be provided with a locator system, which is clear and concise and will identify the specific location of each parcel of cargo stored in a CMAA certified facility. An updated warehouse floor plan should always be posted at the main entrance of the warehouse. Row numbers should be clearly marked at each row of cocoa beans and should coincide with

the posted floor plan. (See Guidelines for Floor Plans).

- l) Each parcel of cargo stored in a CMAA facility must be identified in the warehouse management system and be able to be traced to the physical cargo in the warehouse using the following criteria.
  - i) Quantity
  - ii) Origin
  - iii) Mark
  - iv) Location based on floor plan
  - v) Warehouse receipt or warrant
  - vi) Other identifiable criteria
- m) The Warehouse in combination with their warehouse management system must have a process to be able to track and record when cargo is received into the facility, moved within the facility, currently in store within the facility, and loaded out of the facility.

### 3) **PEST CONTROL**

- a) The warehouse must have in place a rodent control program. It is recommended rodent control services be rendered a minimum of twice a month. Any rodent control program must take into consideration the exterior as well as the interior conditions of the warehouse.
  - i) Rodent control equipment must be maintained throughout the warehouse at critical rodent traffic areas as designated by the warehouse and/or their pest control service provider. The Warehouse must record their rodent prevention strategy in their Food Safety Plan. It is recommended rodent control equipment be maintained along the inside perimeter wall in intervals of 25 feet apart or less, and placed on both sides of exterior entryways inside of the building and not to exceed five feet from the entryway. Rodent control equipment can be glue boards, snap traps, rodent stations, or other mechanical multi catch traps.
- b) Where rodent bait is used, it must be placed in tamper resistant bait stations and used according to label directions and state laws. All rodent bait stations must be secured and anchored. No bait shall be used inside the warehouses.
- c) No rodent tracking dust is to be used.
- d) There must be no birds, rodents or other animals, including dogs and cats, present in the warehouse. Except for operational doors, all windows, ventilators or other openings used for

ventilation must be screened. Doors must fit tightly and must be kept closed except when in actual use.

- e) Pesticides (insecticides, rodenticides, avicides, etc.) used in the warehouse's pest control program must be registered with appropriate governmental agencies and must be used in the appropriate manner in accordance with approved label directions. If required by law, applicators must be certified. Application must be performed in accordance with the label directions.
- f) One full-time warehouse employee must be assigned as a key contact on pest control issues and procedures.
- g) All pest control programs must be documented to track frequency of service, name of service provider, name of pesticide used along with EPA registration number, quantity of pesticide used, pesticide application method, area treated and any comments and conditions noted. It is recommended if Bar Coding pest control equipment is being implemented then the bar code should be placed on the inside of the rodent control device and a site inspection report needs to be left at the warehouse after each service and placed in the rodent control log book.
- h) Fumigation records must be maintained which reflect dates of fumigation for each lot, listed by warehouse receipt, and must be readily accessible to the inspector.
- i) It is recommended that all CMAA certified cocoa bean storage facilities, undergo a total building fumigation at least once a year to the extent as allowed by local regulations. If this total fumigation is not practical, all cocoa beans in each storage location should be fumigated at the same time. All warehouses are required to provide prompt written notification to the Association's office if they have completed an annual total building fumigation and/or total cargo fumigation within a certified location.

#### **4) HOUSEKEEPING**

- a) The floor must be maintained broom clean at all times, except when cargo is working.
- b) Peeling paint and damaged pipe insulation situations must be corrected immediately.
- c) The walls, ceiling, overhead pipes and beams must be cleaned regularly, so as to be reasonably free of cobwebs, accumulated dirt, dust, and insect, rodent and bird evidence.
- d) Rubbish must be stored and disposed of in a manner which will minimize the development of odor, or prevent waste from becoming an attractant, harborage or breeding place for vermin.

#### **5) OUTSIDE GROUNDS AND SURROUNDINGS**

- a) The ground around the CMAA certified facility must be kept free from conditions, which may result in the build-up of pest problems. These conditions include, but are not limited to improperly stored equipment, litter, waste, uncut vegetation, or weeds within the vicinity and under the control of the Warehouse.
- b) Where possible, there shall be a clear strip three feet wide along the walls of the warehouse covered with concrete, asphalt, gravel or similar materials. If grass, it must be kept short.
- c) Outside loading and unloading areas must be kept clean of all items, which attract infestation and rodents.

**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**PARTICIPATING OWNER'S AGREEMENT**  
WAREHOUSE INSPECTION PROGRAM

---

**1) INTRODUCTION**

This agreement establishes the conditions under which owners of cocoa beans and cocoa products shall participate in the Warehouse Inspection Program ("The Program") of The Cocoa Merchants' Association of America, Inc. ("The Association").

**2) THE PROGRAM**

The description of the program and the standards as contracted with the participating warehouses is enclosed and made part of this agreement.

**3) CONFIDENTIALITY**

The information generated in the administration of this program is confidential. The signatories to this agreement engage themselves to honor this confidentiality and shall not disclose this information, such as the contents of the monthly summary reports, to anyone outside the signatories' firms or organizations.

**4) GENERATION OF FUNDS**

After every inspection, the inspection company shall bill the warehouses an inspection fee based on a list submitted to the Association prior to the season and approved by the Warehouse Inspection Committee ("The Committee"). This fee may be prorated by the warehouse over the cargo stored in the pertinent facility and billed as a specific surcharge to the monthly storage fee to the participating owner. The participating owner hereby agrees to pay this surcharge, if billed.

**5) LOCATIONS TO BE INSPECTED**

The locations which shall be inspected under the Program are listed hereafter. Participating owners may at any time suggest additional facilities to be included, at which time the Association shall enter into contract with the warehouse in question and arrange the facility to be included if the warehouse agrees to it.

**6) DURATION AND TERMINATION OF THIS AGREEMENT**

Unless either party notifies the other party in writing 90 calendar days prior to the intended termination date, this Agreement shall be valid from the date of its execution and shall automatically extend itself for another twelve months' period on April 1 of each year.

## **7) RESOLUTION OF DISPUTES**

This Agreement shall be covered by the laws of the State of New York, and any dispute arising out of this agreement shall be settled amicably, failing which by Arbitration under the rules of the American Arbitration Association, except that the members of an Arbitration Panel so selected shall be chosen as set forth in the Program.



**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**PARTICIPATING OWNER'S AGREEMENT SIGNATURE PAGE**  
WAREHOUSE INSPECTION PROGRAM

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**Participating Owner's Signature**

**Company Name:**

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**Name:**

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**Title:**

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**Date:**

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**Signature:**

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**The Cocoa Merchants' Association of America, INC.**

**Signature (CMAA Officer):**

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**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**WAREHOUSE CERTIFICATION AGREEMENT**  
WAREHOUSE INSPECTION PROGRAM

---

**1) INTRODUCTION**

This agreement, entered into between The Cocoa Merchants' Association of America, Inc., ("The Association"), and ("The Warehouse"), establishes the conditions under which the Warehouse will participate in the Association's Cocoa Warehouse Inspection Program as set forth in the attached document "Cocoa Warehouse Inspection Program" ("The Program"), identified as Annex I, as approved by the Association's Board of Directors.

Certain aspects of these conditions may be modified from time to time to reflect changes in requirements set by Federal, State and Local regulatory agencies ("Government") and advances in cocoa storage technology. If such changes are made, unless the Government mandates otherwise, the Warehouse shall be given not less than 90-calendar days' notice of the date at which these changes become effective.

The Program (Annex I) WHICH INCLUDE the Standards is made an integral part of this agreement.

**2) OBSERVANCE OF THE STANDARDS**

The Warehouse shall at all times observe the approved "Standards For The Proper Storage Of Cocoa" (The Standards"), as published from time to time by the Association's Board of Directors after consultation with The Warehouses, and comply with their requirements. The Standards appear as part of the Program.

**3) INSPECTION**

The Warehouse shall be inspected in the manner and at the intervals set forth in the Program.

**4) CERTIFICATION**

If the inspection reveals that there are no critical deficiencies as defined in the Standards, a Certificate attesting to this fact shall be issued to the Warehouse, which may display the document to the public and use it in the marketing of its facilities for as long as it is in effect.

The Association shall not be responsible for any claim other than that the Warehouse met the Standards at the time the inspection was made.

The Warehouse shall complete the attached list of locations of the facilities to be certified individually (Annex III) and return one copy to the Association, to be kept on file. This list is made an integral part of this agreement, but the warehouse may, at any time, request that additional facilities be certified or removed from certification according to the pertinent criteria set forth in the

Program.

**5) WITHDRAWAL OF THE CERTIFICATION**

The Warehouse shall surrender the Certification in accordance with the provisions set forth in the Program.

**6) PAYMENT OF FEES AND COSTS**

There shall be no fee for the issue of the Certification. The inspection entity retained by the Association, shall invoice the Warehouse for each inspection or re-inspection as set forth in the Program.

**7) DURATION AND TERMINATION OF THE AGREEMENT**

Unless either party notifies the other party in writing 90 calendar days prior to the intended termination date, this Agreement shall be valid from the date of its execution and shall automatically extend itself for another twelve months' period on April 1 of each year.

**8) RESOLUTION OF DISPUTES**

This agreement shall be covered by the laws of the State of New York, and any dispute arising out of this agreement shall be settled amicably, failing which by Arbitration under the Rules of the American Arbitration Association (AAA), except that the members of an Arbitration Panel shall be chosen as set forth in the Program.

**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**WAREHOUSE CERTIFICATION AGREEMENT SIGNATURE PAGE**  
WAREHOUSE INSPECTION PROGRAM

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Owner of Warehouse Operating Company:

Company Name:

Address:

City/State/Zip:

Phone:

Fax:

E-mail:

Are you a current member of the CMAA: YES NO

Name of designated employee:

(Management personnel with authority and responsibility over its cocoa warehousing operations persons with at least 2 years of experience in the operation of a food product storage operation or six months of experience in storing cocoa). A description and references must be provided if experience is not in cocoa.

Address:

City/State/Zip:

Phone:

Fax:

E-mail:

Two references from current CMAA members are required (at least one reference must be from a current CMAA Regular member and a CMAA WIP Participant). Please use the enclosed Reference Statement Form. References will be verified.

The undersigned certifies that the information contained in this Application is true, complete and accurate.

Signature (owner of warehouse):

Date:

**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**REFERENCE STATEMENT FORM FOR WAREHOUSE**  
WAREHOUSE INSPECTION PROGRAM

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**NAME OF WAREHOUSE COMPANY:**

Reference must be a current Regular Member of the Association and a current Participating Owner in the CMAA Warehouse Inspection Program.

**REFERENCE STATEMENT:**

How long have you known the Warehouse Company?

In what capacity have you known the Warehouse Company?

Have you or your firm had any business transactions with the Warehouse Company? Describe

Is the Warehouse Company a business whom you would recommend to others?

What do you know of the Warehouse Company's business transactions with others?

Have you or your firm ever used the Warehouse Company to store cocoa? If so, for how long?

Please furnish any additional information you may have regarding the Warehouse Company

**REFERENCE CERTIFICATE:**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Reference Name Reference Company  
am currently informed regarding the character, integrity, financial standing, business and personal history of the Warehouse Company, and  
based upon past/present business transaction(s) with the Warehouse Company, recommend the Warehouse Company for the CMAA  
Warehouse Inspection Program.

<b>Name:</b>	<b>Title:</b>	
<b>Signature:</b>	<b>Date:</b>	
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>	<b>Email:</b>	

**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**

**WAREHOUSE CERTIFICATION FORM**

WAREHOUSE INSPECTION PROGRAM

<b>NAME &amp; ADDRESS OF WAREHOUSING COMPANY HEADQUARTERS</b>			
Company:			
Address:			
City:	State:	Zip:	
Phone:		Fax:	
<b>REPRESENTATIVE RESPONSIBLE FOR CMAA INSPECTION PROGRAM</b>			
Name		Title:	
Email:		Phone:	
<b>OWNER/MANAGER:</b>			
Name		Title:	
Email:		Phone:	
<b>WE HEREBY APPLY FOR CERTIFICATION OF THE FOLLOWING WAREHOUSE LOCATION</b>			
Name of facility:			
Address:			
City:	State:	Zip:	
Square footage to be certified:		Beans:	Product:

The following documents are enclosed with this form for this location:

- Floor plan
- Proof of Insurance Coverage (Rule 5(d), ix)

**CERTIFICATION REQUEST WILL NOT BE PROCESSED  
WITHOUT THE ABOVE INFORMATION**

<b>For Office Use Only</b>	
<b>Date of inspection:</b>	<b>Certification Date:</b>

**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**GUIDELINES FOR FLOOR PLANS FOR COCOA STORAGE FACILITIES**  
WAREHOUSE INSPECTION PROGRAM

---

The purpose of maintaining a floor plan for cocoa bean storage is to provide cargo owners and individuals including warehouse personal with the ability to find specific cargo lots and to ensure an appropriated location system is in place.

A standard floor plan for each storage building should be developed, maintained and posted at each warehouse facility pursuant to The Cocoa Merchants' Association of America, Inc., Warehouse Inspection Program, Certification and the Standards for Proper Storage of Cocoa, Building Structure.

- 1) A floor plan or drawing for cocoa bean storage should illustrate the lay of the building, the circumference of the room being the base of the diagram.
- 2) The diagram should reference the specific building and address of the facility.
- 3) Square footage and bag capacity should be recorded.
- 4) The location of the main entrance and all doors and dock doors should be identified and numbered on the diagram.
- 5) Isle and bay locations should be identified on the diagram.
- 6) Storage rooms, offices, restrooms, pesticide storage, electrical rooms, etc. should be identified. The following abbreviations should be used:

a) Rail doors	RD
b) Overheard dock doors	DD
c) Pedestrian doors	PD
d) Doors they plan to have active	AD
e) Doors they plan to have inactive	IAD
f) Location of the office	OFF
g) Location of restrooms	RST
h) Firewalls	FW
i) Fogging System	FS
j) Bait Stations	BS
k) Toxic Pesticides	TP
- 7) Section and row numbers/letters coinciding with storage records should be clearly displayed at each designated section/row.
- 8) Rows should conform to all CMAA standards.

- 9) Railroad tracks and other pertinent references may be included on the diagram.
- 10) If more than one tenant and other commodities occupy the building.



**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**  
**WAREHOUSE MAINTENANCE & SANITATION LOG**  
 WAREHOUSE INSPECTION PROGRAM

Company:	Date:
Building:	Location:

Maintenance Inspection	Yes	No	Comments
Alarm Working Properly			
Overhead & Manual Doors Working Properly			
Roof Leaks			
Forklift Check (fluids etc.)			
Approximate # of Spare Pallets			# of pallets:
# of Propane Cylinders in Storage	#Full:	#Empty:	

Sanitation Inspection:	Yes	No	Comments
Loading Dock Area Clean & Orderly			
Super Sack Area Clean & Orderly			
Bulking Area Clean & Orderly			
Used Burlap Baled & Stored on Pallets			
Rail Siding Clean & Orderly			
Walls & Floors in Good Repair			
Trash Receptacles Empty			
Dumpster Area Clean & Orderly			
Exterior Surroundings Clean & Orderly			
Spare Pallets Clean & Orderly			
Stored Bags/Cartons in Good Condition			

**Additional Comments:**

By signing below, I agree that I have inspected the premises and reported my findings on the date noted above.

Inspected by (please print):	Signature:	Date:
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The following signature confirms that I have reviewed the Inspectors findings and that a copy of this signed report will be placed in the Maintenance & Sanitation Log Book, which must be available at the warehouse location for the inspector's review.

Supervisor/Manager (please print):	Signature:	Date:
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**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**

**APPENDIX A: GLOSSARY**

**WAREHOUSE INSPECTION PROGRAM**

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The Cocoa Merchants' Association of America, Inc. – known as the Association throughout the document is the organization that oversees and sponsors the Warehouse Inspection Program.

Cocoa Warehouse Inspection Program – known as the Program throughout the document refers to the rules, regulations, standards, and reports set forth in this document.

Federal Food, Drug & Cosmetics Act – is a set of laws giving authority to the U.S. Food and Drug Administration to oversee the safety of food, drugs, medical devices, and cosmetics. This law was amended to include the Food Safety Modernization Act in 2011, which has expanded the FDA's regulation to how foods are grown, harvested, and processed.

The Warehouse Inspection Committee – known as the Committee throughout the document is the elected individuals who volunteer their time to administer the Warehouse Inspection Program.

Board of Directors – known as the Board throughout the document is the elected individuals who volunteer their time to oversee the Warehouse Inspection Program and administer all programs of the Cocoa Merchants Association of America.

Participating cargo owner – is an owner who is an active member of the Warehouse Inspection Program, who has signed a Participating Owners Agreement with the CMAA and therefore receives the benefits of the Warehouse Inspection Program.

Participating warehouse operator – is a warehouse operator who is an active member of the Warehouse Inspection Program, who has signed a Warehouse Certification Agreement and is in good standing with the Warehouse Inspection Committee.

Certificate – known as the Certificate throughout the program is the number assigned to a facility once it is approved to be part of the Warehouse Inspection Program.

Executive Committee – is comprised of the Chairman, Vice-Chairman, and the Executive Director of the Association. They are tasked with specific responsibilities throughout the Program.

Warehouse facility – known as facility throughout the document means any establishment, structure, or structures under one ownership at one general physical location.

Inspector – is the individual from the service provider who is performing the monthly warehouse inspections.

CMAA-Warehouse Inspection Program Report - known as the Checklist throughout the document is the reporting device the inspector uses to perform the monthly warehouse inspections. All criteria for the inspection of the warehouse can be found on the Checklist Report.

Pending review – is a status assigned to a warehouse who has failed to meet the criteria as described in

Section 9 of the program.

Unacceptable – is a status assigned to a warehouse who has failed to meet the requirements of the Warehouse Inspection Program and the Committee has recommended that the Certificate be removed, as stated in Section 10 of this document.

**THE COCOA MERCHANTS' ASSOCIATION OF AMERICA, INC.**

**APPENDIX B: DECISION MATRIX**

**WAREHOUSE INSPECTION PROGRAM**

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Decision Matrix for “Current Conditions may adversely affect cargo at this facility.” Yes or No check box found on the Checklist Report.

Any condition found from the matrix below does not necessarily mean that food was found contaminated or adulterated or that the conditions were unsuitable. Rather, it is designed to raise a level or urgency toward the observed finding so that the warehouse can address the condition immediately, determine if product was contaminated and investigate the root cause with corrective action.

- 1) Insect: Current conditions may adversely affect cargo if the below condition is found:
  - a) Live Insects: If a heavy condition of live insect activity is observed throughout the warehouse as defined on the “CMAA-Warehouse Inspection Program Report” (“the Checklist”) within areas storing cocoa beans or product at the time of the inspection, without plans of immediate remediation.
- 2) Birds: Current conditions may adversely affect cargo if any of the below conditions are found:
  - a) Nesting/Roosting: If one or more bird nests or active roosting areas are observed inside the warehouse at the time of the inspection, regardless of the size of warehouse space.
  - b) Bird Activity: If one or more birds are observed flying, roosting, perching or otherwise found throughout the warehouse at the time of the inspection, regardless of the size of warehouse space.
  - c) Bird Droppings: If there are one or more occurrences of bird droppings or feathers are observed per an area up to 200,000 SF at the time of the inspection or more than one occurrence (2+) are observed for facilities larger than 200,000 SF, regardless of the size of warehouse space.
- 3) Other Vertebrate: Current conditions may adversely affect cargo if any of the below conditions are found:
  - a) Vertebrate Activity: If any live or dead vertebrate (i.e., cat, squirrel or any other non-commensal rodent) is observed within the confines of the warehouse at the time of the inspection, regardless of the size of warehouse space.
  - b) Vertebrate Droppings: If the droppings of a vertebrate (i.e., cat, squirrel or any other non-commensal rodent) are observed within the confines of the warehouse at the time of the inspection, regardless of the size of warehouse space.

- 4) General Housekeeping: Current conditions may adversely affect cargo if the below condition is found:
- a) Odiferous Products: If an odiferous product is being stored within the warehouse that compromises the food safety, quality or integrity of cocoa beans or product at the time of the inspection, regardless of the size of warehouse space.
- 5) Rodent: Current conditions may adversely affect cargo if any of the below conditions are found.
- a) Mice: If one (1) mouse, dead or alive, is found within produce or running freely in the building per warehouse space up to 100,000 SF at the time of the inspection. Examples include:
    - i) 1 mouse in warehouse space up to 100,000 SF
    - ii) 2 mice in warehouse space between 100,001 – 200,000 SF
    - iii) 3 mice in warehouse space between 200,001 – 300,000 SF, etc.
  - b) Mice in Interior Stations: If two (2) mice are found, dead or alive, in any interior rodent control devices per warehouse space up to 100,000 SF at the time of inspection. Examples include:
    - i) 2 mouse in device in warehouse space up to 100,000 SF
    - ii) 4 mice in device in warehouse space between 100,001 – 200,000 SF
    - iii) 6 mice in device in warehouse space between 200,001 – 300,000 SF, etc.
  - c) Rats: If one (1) or more live rats are observed running free throughout the warehouse, running from or within a pallet of beans or product, or found dead inside the facility at the time of the inspection, regardless of the size of warehouse space.
  - d) Nesting (All Commensal Rodents): If one (1) or more rodent nests are observed within the facility or within a lot of cocoa beans or product per warehouse space up to 100,000 SF at the time of the inspection. Examples include:
    - i) 1 bag gnawing or nesting material in warehouse space up to 100,000 SF
    - ii) 2 bags gnawing or nesting material in space between 100,001 – 200,000 SF
    - iii) 3 bags gnawing or nesting material in space between 200,001 – 300,000 SF, etc.
  - e) Gnawling (All Commensal Rodents): If one (1) bag of cocoa beans or cocoa product show signs of gnawing by rodents per warehouse space up to 100,000 SF at the time of the inspection.

Examples include:

- i) 1 bag gnawed in warehouse space up to 100,000 SF
  - ii) 2 bags gnawed in warehouse space between 100,001 – 200,000 SF
  - iii) 3 bags gnawed in warehouse space between 200,001 – 300,000 SF, etc.
- f) Droppings on Lots (All Commensal Rodents): If three (3) or more cocoa bean bags or cartons of product are observed to have a countable number (50 or less) of droppings scattered throughout the any given lot.
- g) Droppings Warehouse Wide (All Commensal Rodents): If three (3) or more lots or locations (storage rooms, fire rooms, spare pallet storage) are observed with twenty-five (25) mouse droppings or ten (10) rat droppings per warehouse space up to 100,000 SF at the time of the inspection OR four (4) or more lots or locations for warehouse space above 100,000 SF



Inspection Month/Year:

WIC Representative:



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