

## **TERMS OF REFERENCE FOR THE GLOBALG.A.P. BOARD**

### **1. SCOPE**

These terms of reference cover the formation, operation, and responsibilities of the GLOBALG.A.P. Board.

### **2. ACTIVITY OF THE GLOBALG.A.P. BOARD**

The GLOBALG.A.P. Board is elected by the GLOBALG.A.P. voting members to whom it is accountable as well as to the FoodPLUS shareholders.

It has the authority to adopt resolutions on how the executive management has to conduct its business.

In particular:

- It provides inputs to and approves key activities of the GLOBALG.A.P. Executive Management such as but not limited to:
  - The financial plan and budget
  - The annual activity plan
  - Significant structural changes that might affect GLOBALG.A.P.
- It formally reviews the performance of the Executive Management in complying with the Board resolutions and provides an annual summary to the shareholders.
- It must satisfy itself of the integrity of the Certification System by receiving reports from the Executive Management and the relevant GLOBALG.A.P. Committees and working groups.
- It takes proper account of committee decisions and consumer and scientific views in its decision-making by ensuring wide consultation with interested parties, while preserving the principle of priority given to the views of the paid up membership.
- The Board takes the final decision on adopting standards, revisions and new modules.
- The Board may also act as a consultative body being asked from time to time by other Committees to deal with specific matters that require strategic input and/or to establish a Focus Group.
- From time to time Board members may represent GLOBALG.A.P. in external meetings or other public forums.
- Board members represent their relevant constituency (group of membership) in the Board, NOT their company or association and agree to act collectively in the best interests of GLOBALG.A.P..
- Board members promote and support GLOBALG.A.P. world wide on retailer and supplier level and to the public sector.

### **3. MEMBERSHIP AND ATTENDANCE**

#### **3.1 Composition**

1. The Board shall consist of 10 industry seats: 5 retailer or food service member seats and 5 supplier member seats. Within the supplier seats, there shall be one seat reserved for each of the 3 GLOBALG.A.P. Scopes (Crops, Livestock and Aquaculture).
2. Additional members may be admitted with prior agreement of the majority of the elected members of the Board up to a maximum of two additional members, provided that the balance is maintained between retailers and producers.
3. GLOBALG.A.P. supplier membership includes individual producers, exporters/importer without production, producer groups, producer organizations, or non-CB Benchmarked Scheme/Checklist Owners.
4. Substitutes will not be permitted, as it is an individual and not a company or association position that is elected.

#### **3.2 Eligibility Criteria**

1. Board members must be affiliated to a GLOBALG.A.P. supplier or retail/food service member organization.
2. Affiliated organizations must be GLOBALG.A.P. members of good standing.
3. Any potential or current conflicts of interest must be disclosed for consideration, and shall be presented to the Shareholder for resolution if needed.
4. Board members must be able to communicate in English, the official working language of GLOBALG.A.P.

#### **3.3 Attendance**

1. Committee members shall cover their own participation time and other direct costs associated with participation in the meetings (travel, accommodation, meals, except in-meeting meals).
2. In person meetings are held at minimum 3 times per year for 1-2 days at various locations, with additional meetings or webinars organized based on demand and on member availability. At least one meeting per year should take place outside of Europe.
3. A minimum attendance of two meetings (physical or virtual) per year is required. Board members who do not attend the required number of meetings per year, will be contacted and participation will be re-evaluated by the Board and Secretariat.
4. Attendance to meetings by Board members who have signed up for the GLOBALG.A.P. Rewards for Industry Program (GRIP) will affect the status and reward of that member and the associated member organization.
5. GLOBALG.A.P. staff members attending Board meetings shall have no vote on resolutions.
6. Members of the Board may propose guests or observers to be invited and after agreement with the Chairperson, the Secretariat will send the invitation.

### **3.4 Term of Board**

1. Board members are elected for a 4-year period, and can serve a maximum of 3 terms.
2. Should the affiliation of a Board member change, the Board will rule on the member's continuation.
3. Suppliers and retailers that cease to hold GLOBALG.A.P. membership will no longer be eligible to remain as members of the Board.
4. If one Board member leaves before half of the appointment term of the Board has passed (24 months), the successor will be the candidate with the next highest amount of votes (as pre-defined in the election results-list). If this candidate is no longer willing, or there is no other candidate, a bi-election will be held.
5. If one Board member leaves after half of the appointment term of the Board has passed (24 months), the remaining Board members can admit a successor from the same trade sector in order to guarantee continuity in decision-making.

## **4. ELECTION PROCESS**

1. Election procedures will be managed independently by the external financial auditors of FoodPLUS GmbH.
2. Two separate elections will be held, one for supplier and one for retailer/food service members, where the supplier and retailer/food service candidates are elected respectively.
3. A public call for nominations for supplier and retail/food service Board members will be sent to all GLOBALG.A.P members and will be published on the GLOBALG.A.P. website for 5 weeks, during which time interested individuals shall be nominated or apply to the GLOBALG.A.P. Secretariat.
4. All nominations, references, and candidate statements will be published on the GLOBALG.A.P. website for the duration of the voting period.
5. Each GLOBALG.A.P. supplier or retailer/food service member has 2 votes. Candidates may vote for themselves. Election is by highest number of votes.
6. Two of the five supplier seats are reserved for the Livestock and Aquaculture candidates with the highest number of votes.
7. In the event of a tie the already elected Board members shall select between candidates for their respective membership group.
8. Elected members will be informed and will formally confirm acceptance before publication.

## 5. BOARD CHAIR AND VICE CHAIR

The role of the chair is to provide guidance and direction to allow GLOBALG.A.P. to meet its strategic and operational goals.

The GLOBALG.A.P. Board can be chaired by an independent chairperson, or by one of its own members. This should be decided immediately after the formation of the new Board. The Board should have a vice-chair who can take over should the chair not be able to temporarily fulfill his/her duties. Both the chair and vice-chair shall be elected for the duration of the Board term.

### Responsibilities

- GLOBALG.A.P. Board meetings:
  - Arranging the agenda and chairing the meeting in close cooperation with the Executive Management
  - Facilitate open and balanced discussions to enable robust and transparent decision-making.
  - Enable a collective decision making environment where all Board members are able to make a full contribution to the discussion of issues.
  - Liaise with Executive Management to prepare Board Meetings and policy, strategy and activity plans for Board approval.
- GLOBALG.A.P. Governance and Process:
  - Oversee all aspects of GLOBALG.A.P. Governance and report back to the Board on a regular base.
  - Provide a link between the Board and the Executive Management.
  - Act as the Board's legal representative in the Shareholder meeting of FoodPLUS GmbH and report back to the Board.
- External Outreach:
  - Representation of GLOBALG.A.P. in conjunction with the Executive Management.

## 6. DECISION-MAKING

1. Quorum is no less than 3 retailer/food service AND 3 producer/trader members present or virtual. In case there is no quorum for a meeting, that meeting will be considered as a "proposal meeting", and conclusions will have to be approved/signed off by a quorum before accepted.
2. The Board shall seek to make decisions by consensus from both retailer and producer/supplier members, which is defined here as the absence of sustained opposition to a proposition.
3. Where consensus cannot be reached, decisions shall be made through voting. Proxy voting is also accepted in writing. When there is a failure to reach a majority the Chairperson's vote counts as double.
4. Minority statements shall be minuted.

## **7. COMMUNICATION**

1. All communication shall be in English.
2. As elected by the GLOBALG.A.P. Members, the GLOBALG.A.P. Board gives direction to the Secretariat, the Technical Committees, and the Focus Groups. The Secretariat facilitates communication between all committees and the Board. (Appendix 1: GLOBALG.A.P. Committees charts)
3. Board meetings shall be convened by the Chairperson at least two weeks in advance, in which connection the details of the agenda and any preparatory documents shall be given.
4. Minutes of the Board meetings and any resolutions shall be recorded in writing. Such minutes and records shall be approved by the Chairperson and a copy sent to all members of the Board and to the Shareholders.
5. The Board shall receive the minutes of the Technical Committee meetings; and any topics from the Board meetings which pertain to the Technical Committees will be shared as needed. Annually, a joint Board and Technical Committees Chair and Vice-chair meeting will be arranged by the Secretariat.

## **8. CONFIDENTIALITY AGREEMENT**

The Board members have the obligation to maintain the strictest confidentiality about all the information, documents and decisions of the meetings that affect the committee, unless expressly authorized otherwise on specific issues by the particular committee.

Each member of the Board shall confirm this by signing the Confidentiality Agreement (Appendix 2).

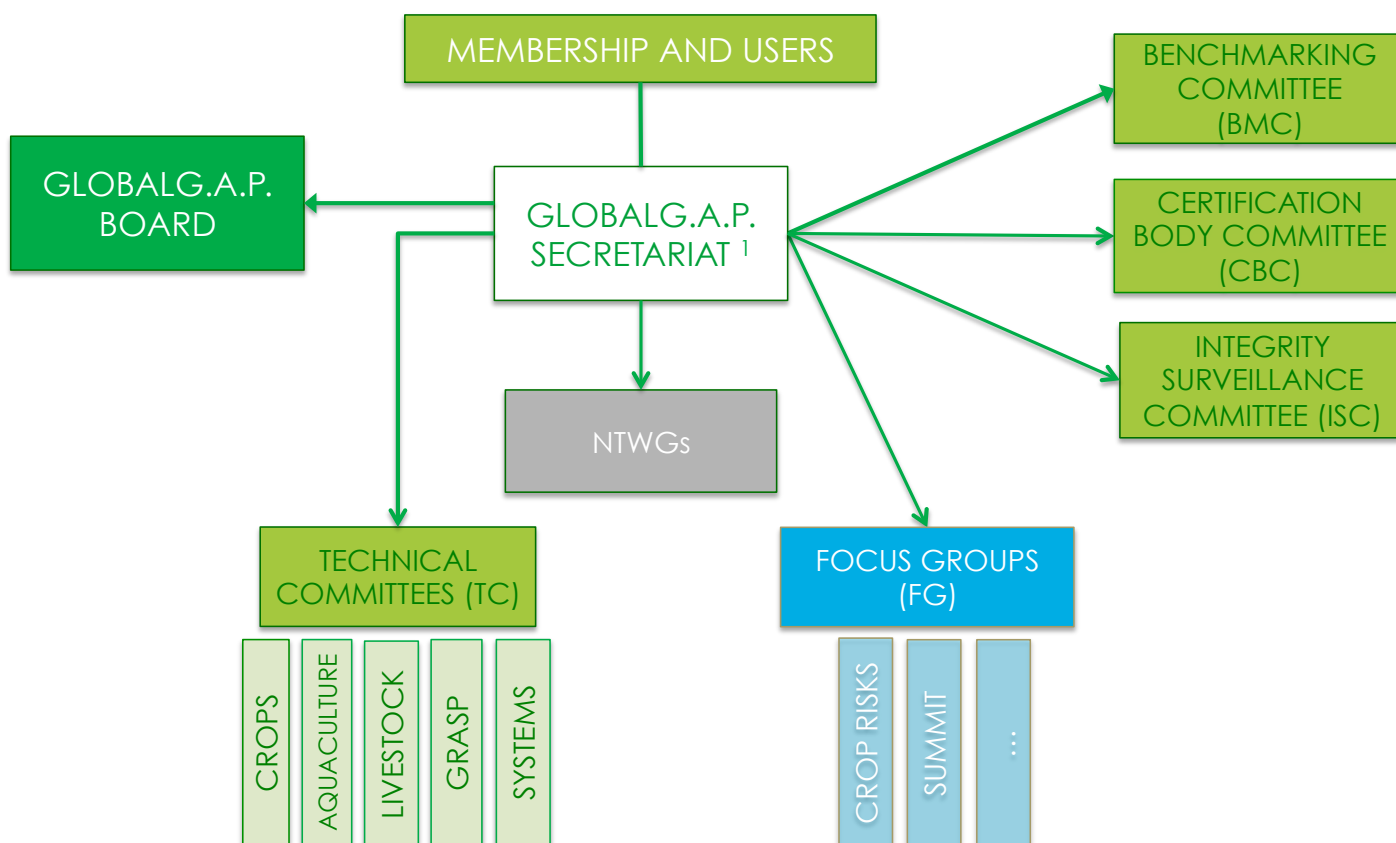
All Board members shall also observe the Anti-Trust statement (Appendix 3).

## **9. MODIFICATIONS**

These Terms of Reference are set in consultation and agreement with, and can be modified by the GLOBALG.A.P. Board.

## APPENDIX 1: GLOBALG.A.P. COMMITTEES CHARTS

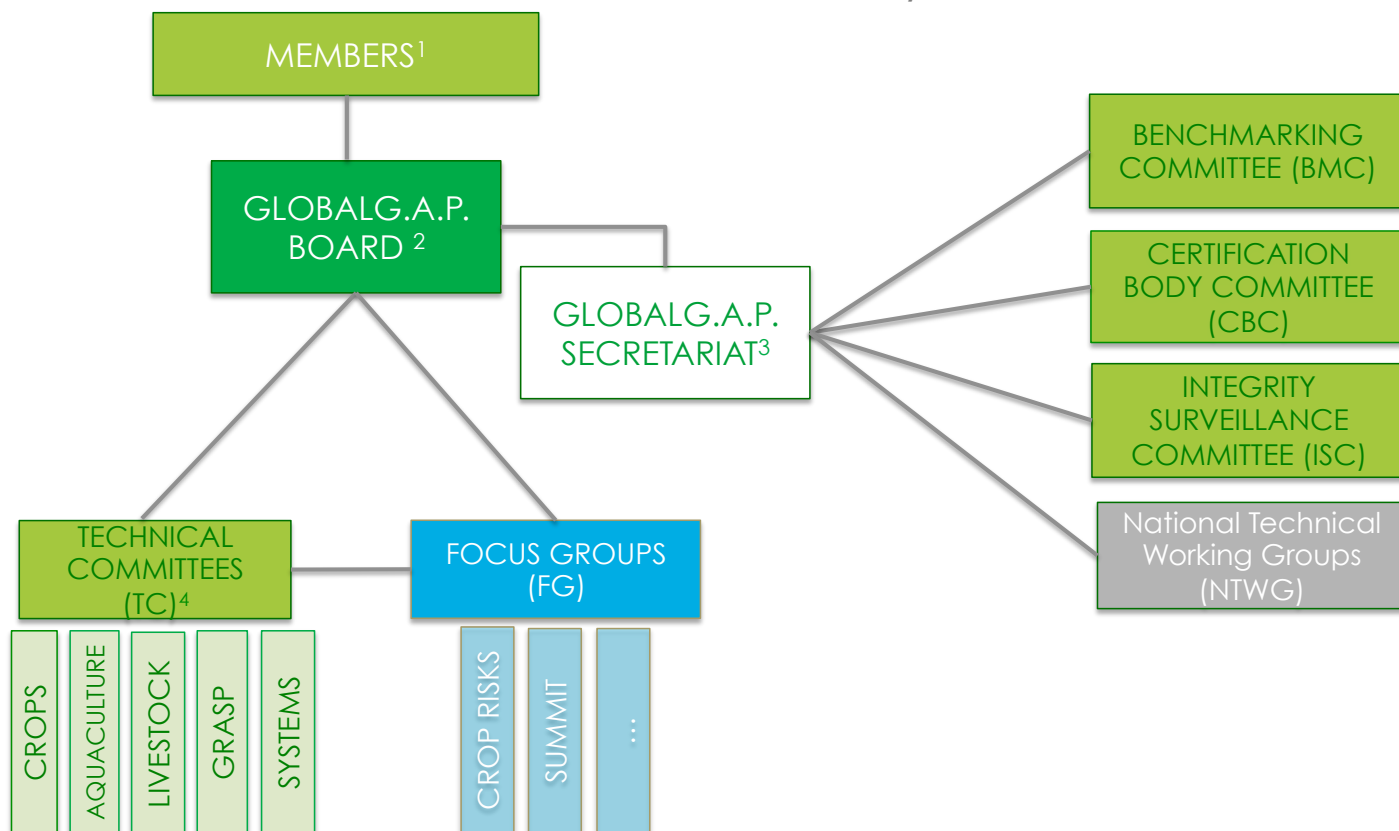
GLOBALG.A.P. Committees **Operational/Facilitation** chart



<sup>1</sup> GLOBALG.A.P. Secretariat facilitates communication between all committees and Board

## APPENDIX 1: GLOBALG.A.P. COMMITTEES CHARTS

GLOBALG.A.P. Committees **Direction/Decision** chart



<sup>1</sup> The GLOBALG.A.P. Members elect the GLOBALG.A.P. Board

<sup>2</sup> The GLOBALG.A.P. Board gives direction to the GLOBALG.A.P. Secretariat, the Technical Committees and the Focus Groups

<sup>3</sup> The GLOBALG.A.P. Secretariat gives direction (as received from the Board) to the Benchmarking, Certification Body and integrity Surveillance Committees and the National Technical Working Groups

<sup>4</sup> The Technical Committees give additional direction to the Focus Groups

## **APPENDIX 2: CONFIDENTIALITY AGREEMENT: MEMBER OF GLOBALG.A.P. BOARD**

Mr. / Mrs / Ms:

Has the obligation to maintain the strictest confidentiality about information designated as confidential, documents and decisions of the meetings that affect the GLOBALG.A.P. Board.

Date

Signature:

## **APPENDIX 3: ANTI-TRUST STATEMENT**

Members of this Board shall not enter into any discussion or activity that may infringe, on its part or on the part of their membership, suppliers, customers, branch and any applicable competition law. By way of example, members of this Board shall not discuss, communicate or exchange information relating to prices, marketing and advertising strategy, cost and revenues, trading terms and conditions with third parties, including purchasing strategies, terms of supply, trade programmes, or distribution strategies, etc.

Members of this Board shall not engage in discussions or activities that could lead to the boycott of a supplier or customer or to the understanding that a named supplier or customer is not a suitable business partner.