

GLOBALG.A.P. Technical Working Group Terms of Reference

Nature and legal status of this document

This document constitutes a governance/reference document defining the structure, roles, and processes of the _____. It does not form part of the normative framework. The binding framework for certification is set out in the applicable normative documents and contractual agreements. This document does not create any rights or obligations for third parties and shall not be relied upon as a certification requirement.

Disclaimer added on _____ for clarification purposes only. The non-normative nature of this document applies as of its original publication.

1 Role of the technical working group

- 1.1 The technical working group (TWG) provides scientific and technical advice and recommendations for the development and maintenance of the GLOBALG.A.P. solutions to Agraya GmbH and the Technical Advisory Committee.

2 Rules and operating procedures

- 2.1 Members of the TWG will contribute to the overall objectives of Agraya GmbH and the GLOBALG.A.P. solutions related to the scope of the group.
- 2.2 The TWG terms of reference may be amended from time to time, and at least every four (4) years.
- 2.3 The TWG will ensure that all decisions and advice are provided in the interest of Agraya GmbH and the GLOBALG.A.P. brand with integrity and transparency.
- 2.4 An Agraya GmbH employee (facilitator), shall act as the secretary of the TWG and perform the administrative functions in relation thereto, including preparation of the agenda and minutes in consultation with the chair and/or vice-chair of the TWG.

3 Membership

- 3.1 The TWG shall not exceed sixteen (16) members.
- 3.2 The members of the TWG are nominated by institutions or organizations based on their expertise and sectoral relevance. Each institutional member is normally represented by a single designated individual (natural person). The representative must possess the

necessary expertise and experience to adequately fulfil the responsibilities and reflect the relevance of the institution's role within the TWG.

- 3.3 Participation within the TWG is institutionally anchored. In justified cases, and with written authorization, the institution may temporarily delegate its representation to another qualified person. Such substitute participation must be communicated in advance to Agraya GmbH and the TWG chair and is subject to approval.
- 3.4 Membership should where possible, achieve a representative balance from across regional geographies of relevance to the GLOBALG.A.P. program.
- 3.5 The TWG membership comprises ten (10) retail/food service and producer/supplier members ensuring equal representation of buyer and producer interests across the relevant product category, as well as six (6) members from existing accredited GLOBALG.A.P. certification bodies, academia, NGOs, or other industry role players, subject to the maximum number of members set out in section 3.1.
- 3.6 Ideally one of the retailer or producer members shall be a Technical Advisory Committee (TAC) member and act as TAC sponsor to give necessary feedback to the TAC or pass information forward to the TWG.
- 3.7 TWG membership will collectively cover the following technical and scientific areas of the content of the GLOBALG.A.P. solutions for edible crops, non-edible crops, aquaculture, workers' well-being and supply chain topics.
- 3.8 General criteria for TWG membership include:
 - a) Capacity to commit to participate in the scheduled and to undertake adequate preparation for meetings
 - b) Participation in relevant ad-hoc focus group as required and applicable
 - c) Understand and support the GLOBALG.A.P. solutions
 - d) Demonstrable record of achievement in the technical or social issues arena

4 Appointment of TWG members

- 4.1 Members of the TWG shall be formally appointed by Agraya GmbH and in close cooperation with the TAC for periods of four (4) years. TWG members may stand for re-appointment for an additional term, subject to formal reappointment.
- 4.2 The TWG will elect from among its membership a chair and vice-chair every four (4) years.
- 4.3 All TWG members are obliged before they take seat to complete and sign the confidentiality agreement and anti-trust Statement (Annex 1) declaring any conflicting personal or loyalty interests. TWG members must also declare any new potential conflicts of interests immediately to Agraya GmbH for appropriate action.

5 Observers

- 5.1 All meetings of the TWG are open to members of the TAC and assigned Agraya GmbH staff. Other stakeholders may seek permission of the chair, via the facilitator to attend a meeting as observer. In mutual consent with the majority of the TWG members, observers may be invited to speak at such meetings but shall not be entitled to vote.
- 5.2 Observers shall be limited to specific topics that clarifies or add value to the general objective of the TWG i.e., development and maintenance of specific GLOBALG.A.P. solutions.
- 5.3 The TWG may invite or co-opt other observers or ad-hoc experts when technical matters arise that require additional skills and expertise to enable the TWG to make the necessary recommendations.

6 Meetings

- 6.1 The TWG will decide on the number of in-person meetings and conference calls per year. The number of meetings needed necessary per year depends on the cycle of standard development. In years where standard updates and revisions take place, more meetings will be held than in other years.
- 6.2 In-person meeting dates will be shared at least three (3) months in advance.
- 6.3 The Agraya GmbH facilitator will prepare TWG agendas and meetings together with the TWG chair or vice-chair.
- 6.4 Recommendations by the TWG should be made by consent but should provide insight on the different options that were considered and the reasoning for the chosen recommendation.

7 Minutes

- 7.1 The facilitator will take notes and prepare the minutes for approval prior to distribution to the rest of the TWG members.
- 7.2 The minutes may be shared with the TAC and also with other TWGs as needed.

8 Data protection

- 8.1 TWG members shall comply with all application data protection regulations at all times, especially the European Data Protection Regulation 2016/678 ("GDPR").
- 8.2 Agraya GmbH processes the TWG members' personal data only for the preparation, administration, and performance of the TWG meetings on the legal basis of Art. 6(1)b) GDPR. Further information on the processing of personal data by Agraya GmbH can be found in the Agraya GmbH privacy policy under <https://www.globalgap.org/privacy/>.

9 Termination of membership

9.1 A member of the TWG shall cease to be a member if they:

- a) Are absent without permission of the chair from two formal consecutive meetings
- b) Compromise their position on the TWG by acting in a manner that damages the reputation and image of the TWG and/or Agraya GmbH and/or the GLOBALG.A.P. brand
- c) Resign from their seat by notice to the chair or Agraya GmbH
- d) Take up employment, an appointment or other work that compromises their impartiality
- e) Become an Agraya GmbH staff member

10 Expenses

10.1 No financial remuneration is allocated to membership of the TWG.

10.2 Financial and in-kind contributions towards the work of Agraya GmbH are not a condition of membership of the TWG.

Annex 1: Confidentiality agreement and anti-trust statement

1 Confidentiality agreement

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

Each member of the TWG shall confirm this by signing the confidentiality agreement. All guests and observers shall sign the confidentiality agreement.

All TWG participants shall also observe the anti-trust statement.

2 Anti-trust statement

Members of this TWG 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 TWG 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 programs, or distribution strategies, etc.

Members of this TWG 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.

Acknowledgement

By signing below, the undersigned confirms that they have read and understood this document and will act in accordance with it.

Name

Role

Organization

Signature

Date signed

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