GLOBALG.A.P. National 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 National Technical Working Group. 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 20/04/2026 for clarification purposes only. The non-normative nature of this document applies as of its original publication.

Background

These Terms of Reference ("**ToR**") outline the mandate of the GLOBALG.A.P. National Technical Working Group ("**NTWG**"), including scope and objectives, activities and duties, and communication guidelines.

Agraya GmbH (**"the System Owner"**) aims to link its global certification activities with local conditions to support the consistent implementation of GLOBALG.A.P. standards around the world. The System Owner seeks to gain qualified input from national experts – in their own language – with respect to interpretation, as well as specific legal and structural conditions within the different areas covered by the System Owner. The establishment of an NTWG is one important step towards this goal.

The Groups work in close cooperation with the GLOBALG.A.P. technical working groups, and support continuous improvement based on the specific needs in the respective field of interest. The denomination of these Groups appears accordingly as "GLOBALG.A.P. NTWG + product category + country" i.e. "GLOBALG.A.P. NTWG Fruit and Vegetables Germany". These ToR are binding for the activities of the NTWG, and all NTWG members have access to them.

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On this basis, these ToR set out the following:

1 Scope and objective

The NTWG shall consist of experts and stakeholders in the specific GLOBALG.A.P. product category (e.g., fruit and vegetables, flowers and ornamentals, aquaculture, among others). Participation in the NTWG shall comprise producers, retailers, representatives from the fields of certification, agribusiness, and other stakeholders experienced in food safety, environmental, social, or animal welfare matters.

The NTWG is the platform to harmonize certification activities within the region and product category. Serving as the direct link for the System Owner to the respective country, the Group is also the first point of contact to initiate discussion. At least two meetings shall be held each year in order to ensure effectiveness.

Upon recognition by the relevant technical working group, the National Interpretation Guideline ("**NIG**") for a GLOBALG.A.P. standard/add-on shall become the official and normative GLOBALG.A.P. working document for certification and accreditation within the country.

The System Owner may, at any time, withdraw or revise the relevant NIG and overrule any provision that compromises the global integrity of the GLOBALG.A.P. certification system.

2 Main activities and duties

The main activities and duties of the NTWG shall be as follows:

a) **Development of NIGs** in the respective national language and English. For the GLOBALG.A.P. Risk Assessment on Social Practice (GRASP), a valid NIG, or an approved alternative procedure where no NIG exists, constitutes part of the add-on requirements. In cases where no NTWG is established, the initiation of this process may be undertaken by a certification body or another authorized entity in accordance with the applicable GLOBALG.A.P. procedures. For the Integrated Farm Assurance (IFA) standard and the Sustainable Program for Irrigation and Groundwater Use (SPRING) add-on, NIG development is optional. See more information here: NTWGs.

b) **Supporting the technical working groups** with proposals for revision of the protocols. Any proposal for consideration by a technical working group shall be forwarded to the System Owner and will then be presented to the relevant working group(s).

c) **Informing** the System Owner **on a regular basis** about relevant issues regarding the integrity of the GLOBALG.A.P. brand and certification system in the country.

d) **Updating** the System Owner about relevant changes in national legislation that may impact GLOBALG.A.P. standards and the activities of the NTWG.

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e) **Participating in the peer review processes** of benchmarking/recognition activities of schemes operating within their country, where requested by the System Owner.

f) **Provide updated contact information of all NTWG members** to the System Owner regularly.

g) **Provide minutes** and participants lists of the **NTWG meetings** or other relevant documents to the System Owner. The preferred language is English. If not possible, important results and issues need to be available in English as a minimum.

h) The Group **shall not develop its own legal or commercial identity** separate from the System Owner.

3 Malpractice

The above-described beneficial relationship shall be maintained by the System Owner and the host equally. The hosts shall be responsible for communicating issues arising in their Groups with the System Owner and be available for feedback requests.

In the event of persistent inactivity, the System Owner shall have the right to appoint a new host in consultation with the Group. Furthermore, the host shall be responsible for monitoring the activity of the Group members and for reporting any persistent inactivity to the System Owner.

The System Owner shall provide the host with the member information necessary to ensure transparency, effective communication, and proper coordination within the Group. Any transfer or storage of personal data shall be strictly limited to the purpose of Group coordination and shall comply with applicable data protection laws, including an appropriate lawful basis for processing and the defined retention period.

4 NTWG membership and meetings

The System Owner shall actively seek feedback from its stakeholders. Harmonization, applicability, and transparency are core principles of its policy.

a) Any interested party may become member of the NTWG.

b) The size of the NTWG shall remain manageable in order to ensure effective communication and decision-making. The NTWG shall consist of at least five (5) members.

   Applicants who intend to become a member of NTWG shall submit and sign a membership application, which includes acceptance of the ToR for NTWGs. The online registration form is available at: NTWG registration form.

   Membership applications submitted via the online form shall be automatically transmitted to the System Owner, who administers the data, and subsequently shared with the NTWG host and the Group for review. Membership shall become effective once the Group has reviewed the application and has not refused it in accordance with Section 4(d).

c) In case the Group refuses an applicant's membership, the reasons shall be communicated to both the applicant and the System Owner.

d) All members of the NTWG are expected to attend the annual meetings whenever feasible. Individual expenses and costs shall be borne by each NTWG member in the respective country.

e) The System Owner shall have the right to attend NTWG meetings or to appoint a representative but shall not be obliged to participate directly.

f) The System Owner shall further have the right to invite specific third parties to attend the NTWG meetings, as well as to deny access to named third parties if the integrity of the System is under threat.

g) Guests may be invited to attend meetings but shall be identified as such in the minutes and may not attend more than two (2) consecutive meetings without becoming a registered member of the Group, except for individuals performing administrative functions such as minute taking.

5 NTWG host organization and GLOBALG.A.P. membership

a) The **host organization** of the NTWG shall be a **GLOBALG.A.P. Community Member** in any of the three categories of retailer/food service, producer/supplier, or associate.

b) Depending on the activities of the Group, part of the membership fee may be refunded. Such refund shall not be accumulated by one organization hosting several Groups. The NTWG discount shall be granted at the **beginning of the following year**. The membership fee shall be paid in full. In the subsequent year, the discounted amount shall be refunded**, subject to the fulfillment of the three main tasks set out in Section 2 of the ToR**, namely:

- Providing an updated NTWG membership list to the System Owner at least once per year, as required under Section 2(f);
- Submitting meeting minutes or written summaries to the System Owner after each NTWG meeting as required under Section 2 (g);
- Informing the System Owner on a regular basis about relevant issues regarding the integrity of the GLOBALG.A.P. brand and certification system in the country, as required under Section 2 (c).

c) The System Owner shall request written proof of the fulfillment of these tasks at the end of each year.

d) The host organization shall be nominated by consensus of all NTWG members. For the avoidance of doubt, consensus shall be deemed to be achieved where a majority of NTWG members is in favor of a decision.

e) The host organization shall facilitate the meetings and organize the Group. The Group shall set its own calendar and periodicity of its meetings.

f) The host shall be responsible for the organization and activities of the Group. Any individual expenses and costs shall be borne by each NTWG member in their respective country.

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g) The host organization shall support the System Owner in organizing trainings and other events in the respective country.

h) The members of the NTWG shall elect a chairperson from among their members to chair meetings and to represent the Group externally. The chairperson does not necessarily have to belong to the host organization.

i) The chairperson shall be able to communicate with the System Owner in English and with the Group members in the national language.

6 Decision-making process

a) All decisions of the NTWG shall be taken by consensus (as defined in Section 5(g) of these ToR) among the registered NTWG members.

b) No more than one Group shall be established in each country per scope. This Group may cover multiple product categories.

c) Where different Groups for different scopes exist in one country, any decisions regarding scope related issues shall be agreed upon by all concerned Groups before being forwarded to the System Owner. Multiple Groups for the same scope within one country shall not be permitted. Local working Groups or subgroups may be established, provided that they operate under and align with the registered Group of that country.

d) Where no consensus (see Section 5(g)) can be reached, a vote may be taken. Voting rights shall be granted only to organizations that formally qualify for GLOBALG.A.P. producer/supplier or retailer/food service community membership.

e) Statements of minorities and guests shall be included in any proposal to the System Owner or to technical working groups and shall include a justification.

f) Any decision on proposals regarding GLOBALG.A.P. standards or their implementation, taken after the approval of the relative NIG, shall be communicated to the System Owner for submission to the relevant technical working group. The relevant technical working groups shall provide a response through the System Owner once a decision has been taken. The NTWG shall not issue any final technical approval at a local level until the relevant technical working group has granted its approval.

7 Communication

a) The System Owner shall be informed **on a regular basis about the activities of the NTWG.** The System Owner reserves the right to intervene to the extent necessary if it considers the proper functioning of the NTWG to be at risk.

b) All written communication between the System Owner and the NTWG shall be **in English**.

c) All external communication shall be subject to the prior approval of the System Owner. Any documents, including NIGs based on GLOBALG.A.P. templates, shall be approved by the System Owner prior to distribution.

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d) All normative documents shall be translated and approved by the System Owner. The NTWG may be requested to provide proofreading.

e) The System Owner shall sign the ToR with the host. The host shall be responsible for managing all communication to and from the NTWG.

f) The System Owner shall regularly inform the NTWG host and members about relevant issues and decisions through an NTWG newsletter. The NTWG host shall share this Newsletter with all NTWG members.

g) The System Owner shall publish a link with brief information about the group on its website: list of NTWGs.

h) The NTWG shall keep itself informed about the status of social risk assessments (GRASP) and, where necessary, shall cooperate with the actors involved.

8 Data protection

NTWG members shall comply with all applicable data protection regulations at all times, in particular the European Data Protection Regulation 2016/679 ("**GDPR**").

The System Owner shall process the NTWG members' personal data only for the administration of the NTWGs on the legal basis of Art. 6(1) f) GDPR. Further information on the processing of personal data by the System Owner can be found in GLOBALG.A.P.'s Privacy Policy.

9 Confidentiality

All NTWG members shall keep confidential all non-public information and documents received or made available in connection with the activities of the NTWG, unless expressly authorized otherwise by the System Owner.

In particular, members shall treat as strictly confidential any non-public information relating to GLOBALG.A.P. standards, procedures, policies, projects, discussions, draft documents, technical developments, or other matters disclosed or made available by the System Owner, its employees, contractors, or other persons acting on its behalf, irrespective of whether such information is marked as confidential.

Members shall not disclose, distribute, reproduce, or use such confidential information for any purpose other than the performance of their role within the NTWG, unless the System Owner has provided its prior written authorization or unless disclosure is required by applicable law.

This confidentiality obligation shall continue to apply after a member's participation in the NTWG has ended.

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10 Competition Law Compliance

All NTWG activities shall be conducted in full compliance with applicable competition and antitrust laws.

NTWG members shall not discuss, exchange, disclose, or coordinate on any commercially sensitive information, including but not limited to prices, future pricing, pricing policies, costs, margins, market shares, business strategies, customers, suppliers, production volumes, or any other information that could restrict, distort, or prevent competition.

If any discussion appears to involve competition law concerns, the respective discussion shall be discontinued immediately and, where appropriate, the matter shall be referred to the System Owner for further guidance.

By participating in the NTWG, members acknowledge their responsibility to comply with all applicable competition and antitrust laws and regulations.

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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

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