

GLOBALG.A.P. National Technical Working Group (NTWG)

Country:

Scope(s)/sub-scope(s):

Terms of Reference (ToR)

These Terms of Reference outline the mandate of the National Technical Working Groups, including scope and objectives, activities and duties, and communication guidelines.

1. Introduction

GLOBALG.A.P., the Global Partnership for Safe and Sustainable Agriculture, aims to link its global implementation activities close to the local producer. GLOBALG.A.P. therefore 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 GLOBALG.A.P. The establishment of GLOBALG.A.P. National Technical Working Groups (NTWG) is one important step towards this goal.

The groups work in close cooperation with the GLOBALG.A.P. Secretariat and the GLOBALG.A.P. Technical Committees, and support as well as facilitate the GLOBALG.A.P. implementation and continuous improvement based on the specific needs in the respective field of interest. The denomination of these groups appears; accordingly, "GLOBALG.A.P. Technical Working Group + scope/sub-scope + country" i.e. "GLOBALG.A.P. National Technical Working Group Fruit and Vegetables Germany". These TOR are binding for the activities of the NTWG, and all NTWG members have access to them.

2. Scope and Objective

The National Technical Working Group shall consist of experts and stakeholders in the specific GLOBALG.A.P. Scope/Sub-scope (e.g. Fruit and Vegetables, Flowers and Ornamentals, Aquaculture, Livestock etc.). Producers, retailers, representatives from the fields of certification, agribusiness, as well as stakeholders that are experienced in the sector regarding food safety, environmental, social or animal welfare impacts shall participate in the NTWG.

The GLOBALG.A.P. NTWG is the platform to harmonize certification activities within the region and scope. For the GLOBALG.A.P. Secretariat the Group poses the direct link to the respective country, as well as the first point of contact to initiate discussion. To ensure topicality and effectiveness, a minimum of two meetings per year shall be conducted.

Once recognized by the GLOBALG.A.P. Committees, the National Interpretation Guideline becomes an official and normative GLOBALG.A.P. working document for certification and accreditation within the country.

The GLOBALG.A.P. Secretariat reserves the right to withdraw or revise a National Interpretation Guideline at any time and can explicitly overrule points that challenge the global integrity of the GLOBALG.A.P. System.

3. Main Activities and Duties

The main activities and duties of the GLOBALG.A.P. National Technical Working Group are as follows:

- a) **Development of the National Interpretation Guidelines (NIG)** in the respective national language and English. See more information here:
http://www.globalgap.org/uk_en/who-we-are/ntwgs/nig/
- b) **Supporting the GLOBALG.A.P. Technical Committees** with proposals for revision of the protocols. Any proposal for consideration by a Technical Committee shall be forwarded to the Secretariat and will then be presented to the relevant committee(s).
- c) **Informing the GLOBALG.A.P. Secretariat on a regular basis** about relevant issues regarding the integrity of the GLOBALG.A.P. system in the country.
- d) **Stay in touch with the peers** and GLOBALG.A.P. by informing about relevant changes in legislation on the NTWG-platform.
- e) **Participating in the peer review processes** of benchmarking/recognition activities of schemes operating within their country, where so requested by GLOBALG.A.P.
- f) **Provide updated contact information of all NTWG members** to the GLOBALG.A.P. Secretariat regularly.
- g) **Provide minutes** and participant lists of **the NTWG meetings** or other relevant documents to the GLOBALG.A.P. Secretariat. Preferred language is English, if not possible, at least important results and issues need to be available in English.
- h) The Group **shall not develop its own legal nor commercial identity** apart from the GLOBALG.A.P. Secretariat.

4. Malpractice

The above described beneficial relation must be maintained by GLOBALG.A.P. and the host equally. The hosts hold the responsibility to communicate issues arising in their groups with the secretariat and be available for feedback requests.

If there is persistent inactivity, GLOBALG.A.P. has the right to appoint a new host in consultation with the group. Similarly, it is the host's responsibility to monitor the activity of the group members and report any persistent inactivity to GLOBALG.A.P.

The host receives regularly updated membership lists from GLOBALG.A.P. Secretariat in order to keep transparency and communication well established.

5. NTWG Membership and Meetings

GLOBALG.A.P. strives for feedback by its stakeholders. Harmonization, applicability and transparency are core elements of GLOBALG.A.P.'s policy.

- a) Any interested party can become member of the National Technical Working Group.
- b) The size of the NTWG should nevertheless remain manageable in order to guarantee communication and decision-making. The minimum size of the NTWG should be 5 members.

- c) To become a member of an NTWG all applicants must sign a declaration of membership for the NTWG, which includes an agreement to the GLOBALG.A.P. Terms of Reference for NTWGs. The online registration form can be found on the website: http://www.globalgap.org/uk_en/who-we-are/ntwgs/How-to-start-a-ntwg/Online-Registration-NTWG/
- The declarations of membership filled in online will be automatically forwarded to the GLOBALG.A.P. Secretariat, which administers the data. The NTWG host will be informed of new members of the NTWG.
- d) In case the group refuses the membership of an applicant, reasons must be declared to the applicant and to GLOBALG.A.P.
- e) All members of the NTWG must commit to attend at least 50 percent of the annual meetings. Individual expenses and costs will be borne by each NTWG member in the country.
- h) GLOBALG.A.P. retains the right to attend NTWG meetings or to appoint a representative but will not necessarily participate in the meetings directly.
- i) GLOBALG.A.P. retains the right to invite named third parties to attend the NTWG meetings, as well as to deny access to the NTWG meetings to named third parties, where the integrity of the system is under threat.
- j) Guests can be invited to attend meetings but should be identified as such in the minutes, and may not attend more than 2 consecutive meetings without becoming a registered member of the Working Group (other than persons performing administrative functions in the group such as minute taking).

5. NTWG Host Organization and GLOBALG.A.P. Membership

- a) It is a requirement that the **host organization** of the GLOBALG.A.P. National Technical Working Group is a **member of GLOBALG.A.P.** (retailer, supplier or associate membership).
- b) Based on the activities of the working group, a part of the membership fee may be refunded. This amount cannot be cumulated by one organization hosting several working groups. The NTWG discount will be rewarded at the **beginning of the following year**. The membership fee shall be paid in full, and in the subsequent year the discounted amount shall be refunded, **subject to the fulfillment of three main tasks set out in the Terms of Reference** (see point 3.). Written proof of tasks fulfilled will be requested at the end of each year by GLOBALG.A.P.
- c) The host organization must be nominated based on the consensus of all NTWG members.
- d) The host organization facilitates the meetings and organizes the Working Group. The Group sets its own calendar and periodicity of meetings.
- e) The host is responsible for the organization and activities of the Group. Individual expenses and costs will be borne by each NTWG member in the country.
- f) The host organization will support GLOBALG.A.P. when organizing trainings and other events in the country.
- g) The members of the NTWG need to elect a chairperson from among its members (who does not necessarily have to belong to the host organization) to chair meetings and represent the group externally.

- h) The chairperson must be able to communicate to GLOBALG.A.P. in English and internally to the group members in the native language.

6. Decision-making Process

- a) All decisions to be made by the GLOBALG.A.P. National Technical Working Group shall be based on a consensus among all registered NTWG members.
- b) In the case that different working groups for different sectors exist in one country, decisions regarding all-farm issues need to be agreed upon by all groups concerned before forwarding to the GLOBALG.A.P. Secretariat.
- c) Where no consensus can be reached, voting can take place. Voting rights are held by any organization that would formally qualify for GLOBALG.A.P. supplier or retailer membership.
- d) Statements of minorities and guests have to be included in any proposal to the GLOBALG.A.P. Secretariat or committees with justification.
- e) Decisions on proposals regarding the standard or its implementation, taken after the approval of a National Interpretation Guideline, shall be communicated to the GLOBALG.A.P. Secretariat and via the Secretariat to the relevant GLOBALG.A.P. Technical Committees. The relevant GLOBALG.A.P. Technical Committees will give a response through the Secretariat once a decision has been taken. There will not be a final technical approval on a local level by the GLOBALG.A.P. National Technical Working Group until the GLOBALG.A.P. Technical Committee has given its approval.

7. Communication

- a) The GLOBALG.A.P. Secretariat needs to be informed **regularly about the activities of the NTWG** and reserves its right to intervene if it deems the functioning of the NTWG to be at risk.
- b) All written communication between the GLOBALG.A.P. Secretariat and the NTWG will be **in English**.
- c) All external communication must be in agreement with the GLOBALG.A.P. Secretariat (Documents/National Interpretation Guidelines based on GLOBALG.A.P. templates have to be approved by the Secretariat before distribution).
- d) All normative documents are translated and approved by GLOBALG.A.P., the NTWG might be approached to conduct proofreading.
- e) GLOBALG.A.P. will sign the terms of reference with the host organization. The host will be responsible for managing all communication to and from the NTWG.
- f) The GLOBALG.A.P. Secretariat will inform the NTWG host and members about relevant issues and decisions on a regular basis through a NTWG Newsletter. It is expected that the NTWG Newsletter is shared with all the members of the NTWG.
- g) GLOBALG.A.P. will publish a link with short info of the group on its website (http://www.globalgap.org/uk_en/who-we-are/ntwgs/list-of-ntwgs/)
- h) The NTWG is called upon to inform itself about the status of social risk assessments (GRASP) and, if necessary, to cooperate with the actors involved.

8. Data Protection

NTWG members shall comply with all applicable data protection regulations at all times, especially the European Data Protection Regulation 2016/679 (“GDPR”).

GLOBALG.A.P. processes the NTWG members’ personal data only for the administration of the NTWGs on the legal basis of Art. 6(1) b) GDPR. Further information on the processing of personal data by GLOBALG.A.P. can be found in GLOBALG.A.P.’s privacy policy under https://www.globalgap.org/uk_en/Privacy-Policy/

8. Signature

NTWG Host Organization name:

FoodPLUS GmbH / GLOBALG.A.P.

Host name and address

Executive Director:

First Name / Last Name:

Managing Directors:

First Name / Last Name:

Place, Date

Place, Date

Signature

Signature

First Name / Last Name:

Place, Date

Signature