



## GLOBAL TUNA ALLIANCE (GTA) CHARTER

### WHAT IS THE GTA CHARTER?

- This Charter is a public document detailing:
  - a. The GTA's mission, vision and objectives
  - b. GTA's Rules of Governance
  - c. GTA's Code of Conduct
  - d. GTA's Privacy Policy
- This Charter is used to ensure consistency in governance, transparency of process, and commitment and integrity of GTA partners.
- This Charter (version 1) was adopted by the Management Board in accordance with the provisions of Article 3.5.2 of Stichting Global Tuna Alliance's Deed of Incorporation on 29<sup>th</sup> November 2019.



## SECTION 1. WHAT IS THE GTA

### 1.1 The Global Tuna Alliance (GTA)

The mission of the GTA is:

*“Tuna ultimately meets the highest standards of environmental performance and social responsibility”*

The GTA was created as a sector wide, multi-stakeholder initiative of partners to build a shared, global and non-competitive solution to sustainability issues in the global tuna supply chain.

On June 5<sup>th</sup>, 2017, 66 companies, including retailers and other tuna supply chain businesses, signed the World Economic Forum’s Tuna 2020 Traceability Declaration with the aim of stopping illegal tuna getting to market, and promoting improvements in the environmental sustainability and human rights in tuna fisheries. The declaration was supported by six national governments and 21 civil society organizations.

The Commitments of the Forum’s Tuna 2020 Traceability Declaration are based on the following four pillars:

1. Tuna Traceability Commitment
2. Commitment to a Socially Responsible Tuna Supply Chain
3. Commitment to Environmentally Responsible Tuna Sources
4. Government Partnership

For more information on the Tuna 2020 Traceability Declaration please refer to the [World Economic Forum website](#).

To deliver on the Tuna 2020 Traceability Declaration, retail and other tuna supply chain businesses (referred to as “The Global Tuna Alliance”) intend to eliminate illegal, unreported and unregulated (IUU) fishing in tuna supply chains, and ensure that the tuna ultimately meets the highest standards of environmental performance and social responsibility. To achieve these goals, the GTA will work to take the following actions:

1. Ensure effective traceability (tracking tuna products from vessel to the final buyer), which underpins sustainability efforts as it creates transparency and accountability within the supply chain. This may be achieved through joining the Global Dialogue on Seafood Traceability (GDST) to streamline environmental and social key data elements linked with traceability along the supply chain (contributes to traceability, environmental and social pillars of the Tuna 2020 Traceability Declaration).
2. Commit to sourcing tuna from fisheries that are certified against Global Seafood Sustainability Initiative (GSSI) recognized certification schemes. If GSSI recognized certified tuna is not available, we will



support credible Fishery Improvement Projects, with the aim of those fisheries meeting the standards of GSSI recognized certification schemes (contributes to the environmental pillar).

3. Support GSSI and Consumer Goods Forum's (CGF) Sustainable Supply Chain Initiative (SSCI) to include social criteria in standards' benchmarking processes (contributes to the social pillar).
4. Actively engage with RFMOs and their member countries on the Forum's Commitments through various relevant channels e.g. via the Food and Agriculture Organization of the United Nations (FAO) Committee on Fisheries, (contributes to the government engagement pillar).

On 6th June 2019, Stichting Global Tuna Alliance was incorporated as a foundation under the laws of the Netherlands.

## **1.2 The GTA Partnership**

- a) GTA Partners are an inclusive constituency of supply chain companies with a major interest in improving the sustainability of the tuna sector, as well as a commitment to actively support GTA.
- b) Partners include companies from food service, retailer, brand manufacturer, and supplier sectors.
- c) Partners sign a commitment (see Section 3: Code of Conduct). This commitment includes a formal agreement to abide by the rules of governance and policies within this charter.
- d) Partners publicly endorse and recognize GTA and participate in tuna sustainability initiatives that work towards meeting the Forum's Tuna 2020 Traceability Declaration.
- e) Partners are encouraged, but not required, to participate in the annual General Meeting.
- f) Partners are encouraged, but not required, to sign on the Forum's Tuna 2020 Traceability Declaration.



## SECTION 2. RULES OF GOVERNANCE

### GTA PRINCIPLES

#### 2.1 Organisational Principles

- a) The improvement of tuna sustainability (including environmental, social and legality) shall be at the heart of the work for all GTA partners.
- b) GTA is funded by support from philanthropic and/or public funders and may include annual contributions made by GTA partners.
- c) GTA will publish an annual, public report.
- d) GTA partners, defined in section 1.2, are required to individually sign the Code of Conduct in section 3. to demonstrate their commitment to the contents of this charter.
- e) This Charter may be amended on the basis of a resolution passed by the Management Board. The resolution requires prior consultation of the Steering Committee.
- f) In cases not detailed in the Charter, the Management Board will decide with due observance of the provisions in the Charter and the statutory provisions in the Deed of Incorporation.
- g) This Charter shall be reviewed biennially. In the spirit of Principle, a)., elements will be updated based on GTA's evolving strategic development.
- h) All GTA partners shall commit to act in a professional, ethical and impartial manner at all times and not use any information obtained through their association with GTA to commercially promote their own, or their organization's interests.
- i) In the event of changes to a participant's circumstances that may result in changes that may affect any of the below-mentioned policies, the partner must inform the Secretariat.

#### 2.2 Partnership Principles

- a) GTA's Steering Committee will drive the recruitment of new partner organisations.
- b) The Steering Committee and any Expert Working Groups will work with advisers from civil society and academia.
- c) All partners will commit to supporting engagement with GTA stakeholders. This might include activities such as representing GTA at conferences and participating in outreach meetings.
- d) GTA is a not-for-profit organization.



### **2.3 Participation in meetings**

- a) GTA partners commit to meeting in person at least once a year.
- b) Additional meetings can be scheduled if needed, principally by conference call.
- c) Each partner is entitled to add items to a meeting agenda. This individual is expected to provide all relevant information regarding their agenda item during the meeting and supply written explanation where possible.
- d) The Chair(s) will determine final meeting agendas.
- e) Minutes will be taken of meetings. The minutes will—as a rule—not be recorded verbatim. Agreements, resolutions, and any information requested or provided will be recorded per item, together with the reasoning given. The minutes will be discussed and approved at the following meeting.

### **2.4 Decisions**

- a) The GTA Steering Committee and Management Board seeks consensus in their decision making.
- b) When consensus cannot be reached, members commit to making every effort to find the middle ground.
- c) In the event of no compromise, the decision under discussion shall be put to a vote.
- d) Decisions will be made following a 75% majority.
- e) Each member has one vote.
- f) If one or more members are absent when the vote is taken, the Chair shall inform them of the vote and ask them to communicate their position within two weeks. If no formal position is received, the result of the vote will be confirmed without their vote.
- g) In the event of a question about whether a quorum is present, thus validating any vote, the group shall unanimously agree on whether a particular decision can be binding. If there is no agreement about quorum between those present, then decisions will not be binding.

### **2.5 Confidentiality Policy (All GTA partners)**

- a) All information provided to partners at a GTA meeting, which is not already in the public domain, is regarded as confidential.
- b) All partners and service providers are bound to sign the GTA confidentiality agreement if requested to do so.

### **2.6 Competition/Antitrust Compliance Policy (GTA partners)**

- a) GTA partners shall not enter into any discussion or activity that may infringe, on its part or on the part of their participation in the partnership, suppliers or customers, any applicable competition and antitrust law.
- b) By way of example, members 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.

- c) GTA partners shall not engage in discussions or activities that could lead to the boycott of a supplier or customer or to the conclusion that a named supplier or customer is not a suitable business partner.

The Charter applies to all GTA governing bodies. In the event of conflict or contradiction between the Deed of Incorporation and the Charter, the Deed of Incorporation will prevail.

Overview of the GTA governance structure and GTA governing bodies

## ORGANIZATIONAL CHART GTA AS OF AUGUST 2019



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## THE GTA MANAGEMENT BOARD

### 2.7 Composition of the Management Board

- a) The Management Board will be composed of three Partners.
- b) These partners will initially consist of New England Seafood International, Metro and Ahold Delhaize who were instrumental in establishing the GTA's extended remit alongside the World Economic Forum.
- c) Management Board terms will last 3 years and can be renewed indefinitely.
- d) GTA partners can apply for a position on the Management Board at renewal periods.

### 2.8 Participation and meetings of the Management Board

- a) The members of the Management Board commit to meeting in person at least once per year.
- b) Additional meetings are scheduled if needed, principally by conference call.



- c) Each Management Board member is authorized to convene a meeting immediately for urgent reasons.
- d) The Management Board shall appoint, from among its members, a Chair and a Vice-chair, of which one shall also be a member of the Steering Committee, to chair their meetings and to ensure that agreed processes are followed.
- e) Management Board meetings will be chaired by the Chair of the Management Board.
- f) The Chair of the Management Board will determine the agenda of the Management Board meeting.
- g) Each member of the Management Board shall have the right to propose an additional item to be included on the agenda of the meeting of Management Board, which shall be notified via regular mail or via any other means of written communication (including e-mail) to the Chair of the Management Board and the Secretariat at least ten (10) calendar days before the meeting. The partner who places an item on the agenda will add a written explanation to the relevant agenda item. In any event the relevant partner will provide all information he or she has with respect to the agenda item during the meeting.
- h) The Steering Committee is entitled to place items on the Management Board meeting agenda if submitted within 14 days of the meeting date.
- i) The Board may invite one or more observer(s) or advisors to attend without voting rights one or more meeting(s) or part(s) of meeting(s) of the Board.

## **2.9 Decisions**

- a) As a rule, the Board will pass resolutions during its meetings.
- b) In the case consensus cannot be reached and a vote is cast, as described in 2.4, the Board will inform the Steering Committee about the vote ratio.
- c) A Partner may initiate a proposal to the Board. If the Board agrees, the proposal shall be presented to the Steering Committee.
- d) With due observance of the provisions of Article 3 of the Deeds of Incorporation, the Management Board is authorized to pass resolutions outside its meetings provided that all members of the Management Board members concur. In that case the Rules governing the Management Board relevant resolution will be recorded in the minutes of the next Management Board meeting.
- e) The chairman of the Management Board is responsible for ensuring that resolutions are passed and will ensure that this is carried out with due care, preferably by consensus.

## **2.10 Powers and responsibilities**

- a) The Management Board is responsible for all legal matters relating the GTA, including the Stichting.
- b) The Management Board will appoint Steering Committee members.
- c) The Management Board will sign-off on all GTA budgets.
- d) In performing its duties, the Management Board will be guided by the interests of GTA and in doing so will weigh the interests of the parties involved in GTA.



- e) The Management Board is responsible for the quality of its own performance.
- f) The Chair of the Management Board is responsible for ensuring that the Management Board performs its duties satisfactorily. In addition, the Chair of the Management Board will act as the main point of contact for the other Management Board members and the Chair and Co-Chair of the Steering Committee. The Chair of the Management Board may decide that another Management Board member should accompany them.

## **THE GTA STEERING COMMITTEE**

### **2.11 Composition of the Steering Committee**

- a) According to Article 3 of the Deed of Incorporation, the Steering Committee is intended to constitute a fair representation of the diversity in gender, role, geography and key stakeholders of the global tuna supply chain. These key stakeholders include Retailer, Funder, Processor, Foodservice distributor, World Economic Forum, and NGO Tuna Forum.
- b) Steering Committee members will perform their duties in a personal capacity in service of GTA rather than as representatives of their respective organizations.
- c) The Management Board will agree on the size and structure of the Steering Committee.
- d) The Management Board members will automatically have a seat on the Steering Committee.

### **2.12 Recruitment of Steering Committee Members**

- a) When a vacancy(s) on the Steering Committee arises, the Management Board will define the needed profile of Steering Committee candidates. When creating the profile, the Management Board will consider the nature of GTA, its objectives, activities and the expertise required to meaningfully contribute to the governance of GTA.
- b) Existing Steering Committee members and GTA Partners may nominate potential candidates. The Management Board shall consider any application that fits the diversity of gender, role, geography or stakeholder gaps on the Steering Committee.
- c) Individuals who are nominated, shall provide a letter of motivation addressed to the Chair of the Management Board.
- d) The Management Board shall present screened candidates (together with their profile and motivation) to the Steering Committee for a vote. The process of application shall not exceed six months.
- e) New Steering Committee member will be officially announced via a public news release.

### **2.13 Participation in Steering Committee Meetings**

- a) The members of the Steering Committee commit to meeting in person at least two times per year.
- b) Additional meetings are scheduled if needed, principally by conference call.
- c) The Steering Committee will determine the dates of the following year's meetings (at the latest) during the last meeting of each year.



- d) Each Steering Committee member is authorized to convene a meeting immediately to discuss urgent matters.
- e) The Steering Committee may invite one or more observer(s) or advisors to attend one or more Steering Committee meeting(s) or part(s) of meeting(s). The observers or advisors do not have voting rights.
- f) The Management Board is entitled to place items on Steering Committee meeting agendas.
- g) Substitution of members from the same organisation at a given meeting may be agreed in advance with the Chair and the Secretariat.

#### **2.14 Decisions**

- a) As a rule, the Steering Committee will take decisions during its meetings.
- b) With due observance of the provisions of Article 3.7 of the Deed of Incorporation, the Steering Board is authorized to take decisions outside its meetings provided that all members of the Steering Board concur. In these cases, these resolutions will be recorded in the minutes of the next Steering Board meeting.
- c) The Chair of the Steering Committee is responsible for ensuring that resolutions are passed and will ensure that they are carried out with due care and preferably by consensus.
- d) A quorum for GTA means that only 50% of Steering Committee members are present. To take a decision with a quorum, the NGO Tuna Forum and World Economic Forum member must be present.
- e) A 75% majority is needed for decision-making.

#### **2.15 Powers and Responsibilities**

- a) The Steering Committee is responsible, with the support of the Secretariat (see Section 2.18) for the general management and performance of the GTA.
- b) The Steering Committee will primarily serve the interests of the GTA and its objectives and will consider the interests of all parties involved when formulating policy.
- c) The members of the Steering Committee understand their responsibilities and will not perform or omit any actions that will damage the reputation of the GTA.
- d) In addition to article 3 of the Deed of Incorporation, the Steering Committee has the following powers and responsibilities:
  - 1. It ensures the delivery of the GTA's objectives
  - 2. To develop and steer the GTA's strategic plan and oversee its implementation.
  - 3. To consider and integrate the expectations of all the GTA participants in its discussions and decisions.
  - 4. To approve a budget and monitor expenditure, ensuring there are adequate resources for planned activities.
  - 5. To oversee the GTA's communication strategy.
  - 6. To appoint sub-committees to oversee relevant activities, prepare proposals and report back to the Steering Committee.



7. To create and support Working Groups to execute specific tasks which are defined in a mandate. The Groups disband once their respective tasks are completed (as determined by the Steering Committee).
8. To determine, after (written) consultation with the GTA partners, the fees for partners and the calculation method of these fees.
9. To decide on the adoption, the amendment and the revocation of GTA's policies and rules of governance as outlined in the GTA Charter.

#### **2.16 Term and termination**

- a) Partners are free to resign from the GTA at all times by giving written notice with acknowledgment of receipt, at least three (3) months before 31 December of each year, to the Management Board. The Management Board shall submit the resignation to the Steering Committee, which shall in turn take note of it. The resignation shall be effective on the date on which the written notice has been sent to the Management Board.
- b) If a Partner fails to pay any required contribution within thirty (30) calendar days after a reminder has been sent to it by the Secretariat, the agreement between the partner and the GTA may be terminated immediately.

#### **2.17 Reimbursements**

With due reference to Article 3.3, of the Deed of Incorporation, the members of the Steering Committee will pay the costs incurred in connection with the performance of their duties on behalf of GTA. In exceptional cases the costs may be reimbursed.

### **THE SECRETARIAT**

#### **2.18 The GTA Secretariat mandate and powers**

- a) Executes and implements the GTA strategic plan and manages the day-to-day operations of GTA.
- b) Plans, organizes and facilitates meetings (Steering Committee, Management Board, and otherwise).
- c) Writes, receives and circulates any required documentation for meetings and records and circulates meeting minutes.
- d) Ensures flow of communication between meetings with all GTA partners.
- e) Manages all the GTA working and final documents.
- f) Executes the GTA's communication strategy
- g) Performs all other work required for the efficient operational management of the GTA, including financial and Human Resources administration.
- h) The GTA Management Board will appoint an Executive Director of the Secretariat. The Executive Director's mandate is to:
  - a. Execute Steering Committee decisions, both strategic and operational



- b. Act as the representative of the GTA and serve as the as the primary liaison between GTA and its partners and funders.
- c. Provide leadership to the Secretariat and make sure it operates as a team.
- d. Recruit, in consultation with the Steering Committee, manage and support all Secretariat employees.
- e. Manage the GTA budget.



## SECTION 3: CODE OF CONDUCT

The GTA Code of Conduct sets out principles of conduct for Steering Committee members and GTA partners.

- a) The GTA Code of Conduct does not constitute an international treaty and/or partnership, nor is it intended to be legally binding.
- b) The application and implementation of the GTA Code of Conduct will be confirmed by individual signature of each present and future Steering Committee member, and GTA partners.
- c) All proxies must also sign the Code of Conduct.
- d) A non-compliance with the principles included in this GTA Code of Conduct will result in the issue being raised at the GTA Management Board meeting and the alleged “non-compliant institution” will be offered the opportunity to offer an explanation so that the GTA Management Board can reach a decision on whether the GTA Code of Conduct has been violated.
- e) The potential consequence of confirmed non-compliance is resignation from the respective GTA entity.

**The Principles are understood as basic conditions for participation in the GTA.**

**Signatories of this GTA Code of Conduct shall:**

- a) commit themselves to the GTA Mission Statement: *“Tuna ultimately meets the highest standards of environmental performance and social responsibility”*
- b) state potential conflict of interests between their businesses and GTA’s mission and objectives.
- c) not place themselves under any obligation to any individuals or organizations external to their own that is seeking to influence GTA in any manner. Any such conflict shall be declared to the GTA Secretariat.
- d) commit to participate in the tuna sustainability initiatives that work towards meeting the World Economic Forum’s Tuna 2020 Traceability Declaration in their daily operations.
- e) not knowingly be involved in illegal, unreported and unregulated (IUU) fishing.
- f) not knowingly be involved in illegal labour and working conditions, such as slave labour, forced labour and bonded labour.
- g) work to ensure that decisions and actions are conducted in an objective and transparent way and under scrutiny of stakeholders.
- h) promote the application and implementation of the GTA Code of Conduct through leadership.



## SECTION 4: PRIVACY POLICY

As an organisation collecting and processing individual personal data, we are regulated by the General Data Protection Regulation (GDPR).

1. GTA collects the following types of data:

- Identity Data may include your first name, last name, username, title, date of birth and gender.
- Contact Data may include your billing address, delivery address, email address and telephone numbers.

2. GTA collects data about you through direct interactions including:

- You may provide data by filling in, agreements or;
- By communicating with us by post, phone, email or otherwise

3. How we use your personal information

We will only use your personal data when legally permitted. The most common uses of your personal data are

- Where we need to perform the contract between us;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- Where we need to comply with a legal or regulatory obligation.

Purposes for processing your personal information:

- Preparation of partnership invoices;
- Notify you of policy changes;
- Ask you to partake in a survey;
- Organising meetings and events;
- To deliver relevant content and news updates.

4. Communications

You will receive communications from us if you have:

- joined GTA as a partner
- requested information from us or signed up to our newsletter; or
- if you provided us with your details; and
- in each case, you have not opted out of receiving our communications.
- *You can ask us to stop sending you communications at any time by following the opt-out links on any mailchimp message sent to you or by emailing us at [tom@globaltunaalliance.com](mailto:tom@globaltunaalliance.com) at any time.*

5. Disclosures of your personal information

GTA will never sell, nor give personal data to third parties, or at least only with prior consent of the person involved.

6. Data retention



We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. We will review your data and delete or change as required on a yearly basis.

#### 7. Your Legal Rights:

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These include the right to:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

We use cookies on our website to provide you with a better user experience. We do this by placing a small text file on your device / computer hard drive to track how you use the website, to record or log whether you have seen particular messages that we display, to keep you logged into the website where applicable, to display relevant adverts or content, or refer you to a third party website. We are not responsible for your privacy on those third party websites.

We ensure the security of any personal information we hold by using secure data storage technologies and precise procedures in how we store, access and manage that information.



## TERMS AND DEFINITIONS

### **Deed of Incorporation**

A certificate of incorporation is a legal document relating to the formation of a company or corporation. It is a license to form a corporation issued by state government or, in some jurisdictions, by non-governmental entity. In this case, it refers to GTA's license to form a foundation under the law of the Netherlands.

### **Management Board**

The Management Board is responsible for all legal matters relating the GTA, including the Stichting. The Management Board will appoint Steering Committee member and sign-off on budget etc.

### **NGO**

Non-governmental organization

### **Partners**

Participants are defined as organisations who are a member of GTA

### **Steering Committee**

The Steering Committee is the decision-making body on GTA and will oversee the initiative. They will review progress against KPIs etc.