



February 2024

# 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 Partners Advisory Group
  - c. GTA Partnership obligations
  - d. GTA's Code of Conduct
  - e. GTA's Privacy Policy
- This Charter is used to ensure consistency in governance, transparency of process, and commitment and integrity of GTA Partners.
- The Charter applies to all GTA governing bodies. In the event of conflict or contradiction between the Articles of Association and the Charter, the Articles of Association will prevail.
- This Charter (Version 2) was adopted by the Board of Directors in accordance with the provisions of Article 11 of Stichting Global Tuna Alliance's Articles of Association.

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

The GTA 5-Year Strategy is a public declaration of ambitions and goals. It will be produced, published, and worked upon every five years, starting with the intervals of 2021-2025 and 2026-2030. The strategy will be developed by the Board of Directors in close collaboration with Partners and will involve meaningful engagement with the wider seafood sustainability movement. The Board of Directors will sign off on the 5-Year Strategy. Partners are encouraged to work towards the 5-Year Strategy goals and key performance indicators (KPIs), although it is not mandatory. Partners must complete the annual 5-Year Strategy progress surveys or participate in third-party audits.

### 1.2 Scope of the GTA

- a) The GTA does not engage on, or develop positions on gear-specific issues, nor advocate for, or develop positions on allocations of quotas, or matters which could act to disrupt the attainment of the GTA mission.
- b) The GTA does not engage in negative or confrontational advocacy, preferring positive engagement.
- c) 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.
- d) Partners are companies from food service, retailer, brand manufacturer, and supplier sectors active in the tuna sector (excluding fishing/vessel organisations) that have signed the GTA Partnership Agreement.

- e) Both holding (parent) and wholly owned subsidiaries, or subsidiaries otherwise under management control (daughter) companies are eligible to join GTA; however, only one seat on the Partners Advisory Group will be available to companies in such an arrangement.

### **1.3 Becoming a GTA Partner**

- a) Partners shall be appointed by the GTA Board of Directors.
- b) Any applicant Partner to the GTA Partnership shall apply for admission via an online tool.
- c) The GTA Secretariat reviews the applicant Partner to ensure the applicant is within Scope 1.2 c-e. In case of any questions regarding the eligibility of the applicant Partner, the GTA Secretariat shall inform the GTA Board of Directors and the applicant may be requested to provide additional evidence. In case the review of the GTA Secretariat does not raise any concerns, the application is shared with the Partners Advisory Group for advice.
- d) The Partners Advisory Group is individually requested to provide their electronic advice on the appointment of the applicant Partner within five (5) working days after receipt of the request by the GTA Secretariat. If the Secretariat does not receive advice by the five (5) working-day deadlines, it is considered that the respective Partners of the Partners Advisory Group do not have a permanent opposition against the applicant becoming a Partner of the GTA.
- e) If the Partners Advisory Group does not receive any further communication from the GTA Secretariat regarding said applicant within two (2) weeks after the request for appointment has been shared, the Partners Advisory Group can assume that the applicant has been approved. If there is opposition to the applicant Partner, the Partners Advisory Group will be informed by the GTA Secretariat within two (2) weeks after sharing the request for admission to the GTA.
- f) In case a Partners Advisory Group opposes to the applicant becoming a Partner, the respective Partner shall provide the grounds of its opposition to the GTA Secretariat in writing. Failure to provide valid grounds for the objection in writing can be a reason not to take the objection into consideration.
- g) The GTA Secretariat shall share the Partners Advisory Group advice with the Board of Directors, whom will make a final decision of the applicant.

h) The GTA Secretariat shall inform the applicant of the decision, and if positive, the applicant shall agree to the Partnership Agreement Section 2

## SECTION 2. ORGANISATIONAL PRINCIPLES

### 2.1 Organisational Principles

- a) The improvement of tuna sustainability (including environmental, social and legality), irrespective of fishing gear, shall be at the heart of the work for all GTA Partners.
- b) GTA is a not-for-profit organization.
- c) GTA is funded by annual contributions made by GTA Partners and support from philanthropic public funders.
- d) GTA will publish an annual public report.
- e) GTA Partners, defined in section 1.2, are required to individually sign the Partnership Agreement, defined in section 3. to demonstrate their commitment to the contents of this Charter.
- f) The Charter may be amended by the Board of Directors following advice from the Partners Advisory Group.
- g) In cases not detailed in the Charter, the Board of Directors will decide with due observance of the provisions in the Charter and the statutory provisions in the Articles of Association.
- h) This Charter shall be reviewed regularly. In the spirit of Principle a), elements will be updated based on GTA's evolving strategic development.
- i) 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.
- j) In the event of changes to a Partners circumstances that may result in changes that may affect any of the above and below-mentioned policies, the Partner must inform the Secretariat.

### 2.2 Partnership Principles

- a) GTA's Partners Advisory Group will assist in driving the recruitment of new partner organisations.
- b) All Partners will commit to supporting positive engagement with GTA stakeholders. This might include activities such as representing GTA at conferences and participating in outreach meetings.

### 2.3 Participation in meetings

- a) GTA Partners will aim to meet in person at least once a year at an Annual Partners Forum, where needed financial support may be provided by the GTA Executive.
- b) Additional meetings can be scheduled if needed, principally by conference call.

- c) Each partner is entitled to add items to the 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) of the Board of Directors will determine the final meeting agendas with advice from the Partners Advisory Group.
- e) Minutes will be taken of meetings. 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. These minutes will follow the Chatham House Rule, whereby participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s).

## **2.4 Decisions**

- a) The GTA Partners Advisory Group seeks consensus in their advice.
- b) When consensus cannot be reached, members commit to making every effort to find the middle ground and clearly communicate that advice to the Board of Directors.

## **2.5 GTA Strategic Development**

- a) The Partners Advisory Group will play an integral role in the development of GTA 5-year strategy.
- b) The Partners Advisory Group will provide detailed and engaged input at all stages of the strategy development cycle.

## **2.6 Composition of the Partners Advisory Group**

- a) The Partners Advisory Group 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 Partner stakeholders could include Retailers, Funders, Processors, food service operators and Distributors. Partners Advisory Group members will perform their duties in a personal capacity in service of GTA rather than as representatives of their respective organizations.
- b) The Board of Directors will agree on the size and structure of the Partners Advisory Group.
- c) The Board of Directors members will automatically have an observer seat on the Partners Advisory Group.

## **2.7 Recruitment of Partners Advisory Group Members**

- a) The Partners Advisory Group will contain up to twelve (12) members
- b) When a vacancy(s) on the Partners Advisory Group arises, the Board of Directors will define the needed profile of Partners Advisory Group candidates. When creating the profile, the Board of Directors will consider the nature of GTA, its objectives, activities and the expertise required to meaningfully contribute to the governance of GTA.

- c) The GTA Secretariat and existing Partners Advisory Group members and GTA Partners may nominate potential candidates. The Board of Directors shall consider any application that fits the diversity of gender, role, geography or stakeholder gaps on the Partners Advisory Group.
- d) Individuals who are nominated, shall provide a letter of motivation addressed to the Chair of the Board of Directors.
- e) The Board of Directors shall present screened candidates (together with their profile and motivation) to the Partners Advisory Group for advice. The process of application shall not exceed six (6) months.
- f) New Partners Advisory Group member(s) will be officially announced via electronic means to the GTA Partners and the public.

## **2.8 Partners Advisory Group Officers**

- a) Annually the GTA Secretariat will open the meeting and call for nominations for the Partnership Advisory Chair to be appointed for one (1) year.
- b) Nominations must be proposed and seconded by a member of the Partners Advisory Group (or their substitute).
- c) If there is only one (1) nominee, then there should be a vote to elect that person as Partners Advisory Group Chair at the next Partners Advisory Group meeting.
- d) If there are two (2) nominees, then the GTA Secretariat will take votes for each nominee (each member of the Group has one (1) vote – they cannot vote for both nominees). If one (1) nominee gets a majority of votes of those present and voting, then they are elected as Partnership Advisory Chair.
- e) If there are more than two (2) nominees, the GTA Secretariat will take votes for each nominee (again, each member can only vote for one candidate). If one (1) gets a majority of those present and voting then they are elected as Chair. If not, then the one (1) with the lowest number of votes is eliminated, and the Committee votes again (again, each member of the Group has one vote), until one(1) nominee gets a majority of those present and voting.
- f) The newly elected Partners Advisory Group Chair then takes the Partnership Advisory Chair, and they proceed on to the election of the Vice-Chair. This will follow the same process as steps (a) to (f).

## **2.9 Participation in Partners Advisory Group Meetings**

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

- c) The Partners Advisory Group will determine the dates of the following year's meetings (at the latest) during the last meeting of each year.
- d) Each Partners Advisory Group member is authorised to convene a meeting at short notice to discuss urgent matters.
- e) The Partners Advisory Group may invite one or more observer(s) or advisors to attend one or more Partners Advisory Group meeting(s) or part(s) of meeting(s). The observers or advisors do not have voting rights.
- f) The Board of Directors is entitled to place items on Partners Advisory Group 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.

## **2.10 Advice**

- a) As a rule, the Partners Advisory Group will provide advice during its meetings.
- b) A Partner may initiate a proposal to the Partners Advisory Group through the Executive Director.
- c) The Partners Advisory Group can provide advice to the Board of Directors outside its meetings provided that all members of the Partners Advisory Group concur. In these cases, these resolutions will be recorded in the minutes of the next Partners Advisory Group meeting.
- d) The Chair of the Partners Advisory Group is responsible for ensuring that clear advice is given and will ensure that discussions are carried out and minuted with due care.

## **2.11 Powers and Responsibilities**

- a) The Partners Advisory Group is responsible for ensuring the GTA Secretariat, is informed of all deliberations and advice, and works jointly with the Secretariat to advance the mission .
- b) The Partners Advisory Group will serve the interests of the GTA and its objectives and will consider the interests of all GTA Partners when formulating advice.
- c) The members of the Partners Advisory Group understand their responsibilities and will not perform or fail to perform any actions that will damage the reputation or performance of the GTA.
- d) The Partners Advisory Group has the following powers and responsibilities:
  - 1. It ensures the delivery of the GTA's objectives;
  - 2. To deeply engage in the development of the GTA's strategic plan and communications strategy
  - 3. To consider and integrate the expectations of all the GTA Partners in its discussions and decisions;



4. To appoint working groups to oversee relevant activities, who can prepare proposals and report back to the Partners Advisory Group;
5. To create and support Working Groups to execute specific tasks which are defined in a mandate and agreed by the board. The Groups disband once their respective tasks are completed (as determined by the Partners Advisory Group);
6. To advise, after (written) consultation, administered by the GTA secretariat, with the GTA Partners, the fees for Partners and the calculation method of these fees;
7. To advise on the adoption, amendment and revocation of the GTA's policies and rules of governance as outlined in the GTA Charter.

## **2.12 Reimbursements**

- a. Partners receive no remuneration for the duties they perform. However, the Group members may receive reimbursement of the costs incurred by them for attendance to Partners Advisory Group meetings or/and annual Partnership meetings.

## **SECTION 2: PARTNERSHIP AGREEMENT**

### **3.1 Expectations of Becoming a GTA Partner**

- a) Partners shall agree formally to abide by the rules of governance, policies and values contained within this Charter. This agreement will be annual; the form of this agreement will be defined by the Board of Directors and administered by the GTA Secretariat.
- b) Partners publicly endorse and recognise the GTA and participate in tuna sustainability initiatives that work towards delivering the GTA's 5-year Strategy.
- c) Partners confidentially report progress against the GTA 5-year Strategy to the GTA Secretariat this data can be aggregated and, in this form, anonymously shared for publication..

### **3.3 Partnership Fees**

- a) The GTA Partnership runs for 12 (twelve) months
- b) The annual Partnership fee is €3,000 (approx. £2,500 or \$3,300)
- c) The Partnership fee could be subject to change each year.
- d) The Partnership fee is not refundable upon Partnership termination.
- e) A new member is invoiced the annual fee on joining.
- f) Payment mechanisms and processes will be defined by the GTA Secretariat.

### **3.4 Confidentiality Policy**

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

### **3.5 Competition/Antitrust Compliance Policy**

- 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.

### **3.6 Term and Termination**

- a) Partners are free to resign from the GTA at all times by giving written notice with acknowledgement of receipt, at least three (3) months before 31 December of each year, to the Board of Directors. The Board of Directors shall submit the resignation to the Partners Advisory Group, 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 Board of Directors.
- 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.

## SECTION 3: CODE OF CONDUCT

The GTA Code of Conduct sets out principles of conduct for the Board of Directors, Partners Advisory Group, Partners and the GTA Secretariat.

- 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 signatures of each GTA Partners.
- c) Acceptance of the Code of Conduct will be a condition of Partnership in the Alliance.
- d) The GTA Secretariat and Board of Directors will take any allegations of inappropriate behaviour very seriously and will ensure that all issues are investigated thoroughly.
- e) The GTA Secretariat and Board of Directors will not condone or tolerate unacceptable behaviour, including any form of bullying and harassment. If proven, such behaviour could result in expulsion from the GTA.
- f) A non-compliance with the principles included in this GTA Code of Conduct will result in the issue being raised at the GTA Board of Directors or relevant sub-committee and the alleged "non-compliant institution" will be offered the opportunity to offer an explanation so that the GTA Board of Directors can reach a decision on whether the GTA Code of Conduct has been violated.
- g) 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.** The purpose of this policy is to set out the expected standards of behaviour of all Partners whilst also demonstrating that the **GTA values** (see Section 4) are the expected standard for all Partners. Similarly, the policy is intended to deter or stop any unacceptable behaviour.

### **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. Any such conflict shall be declared to the GTA Secretariat;
- c) Not place themselves under any obligation to any individuals or organisations external to their own that is seeking to influence the GTA in any manner. Any such conflict shall be declared to the GTA Secretariat.
- d) Not knowingly be involved in illegal, unreported and unregulated (IUU) fishing;
- e) Not knowingly be involved in illegal labour and working conditions, such as slave labour, forced labour and bonded labour;

- f) Work to ensure that GTA decisions and actions are conducted in an objective and transparent way and under scrutiny of stakeholders;
- g) Promote the application and implementation of the GTA Code of Conduct through leadership;
- h) Will behave in a professional and respectful manner at all times;
- i) Will recognise that there is often a power differential in a professional context and will not, under any circumstances, abuse their power or be perceived to abuse their power;
- j) Must avoid unacceptable behaviours, bullying or harassment that include but are not limited to aggressive or abusive behaviour, use of rude language, personal insults or threatening to harm another person.

## SECTION 4: GTA VALUES

GTA's values are a set of shared beliefs that guide our conduct and relationships with our stakeholders. They form an important aspect of principles that shape the professional conduct of our Board, Partners Advisory Group, Partners and the GTA Secretariat. They are:

### **Respect others means:**

- Be courteous and willing to listen to others, and speak to people in a way they can understand by appreciating their circumstances
- Make judgements based on your professional rather than your personal opinion
- Respect others' confidential information
- Take responsibility for yourself and your work
- Understand how your actions affect others and act accordingly.

### **Act with integrity means:**

- Understand and uphold your professional and legal obligations
- Recognise conflicts of interest and ensure that your professional judgement is not compromised
- Recognise the role you are representing on the GTA
- Never take advantage of your position for personal gain
- Follow through on your commitments
- Be impartial in your treatment of others

### **Take responsibility means:**

- Ensure you have all the relevant information before taking action
- Take the time to understand the context of the situation and the needs of those involved
- Act within the scope of your competence and your role
- Act in the best interests of others
- Ensure you consider the impact of your decisions broadly

### **Make a difference means:**

- Trusting in your professional judgement and not being afraid to act
- Asking questions when you feel something is not right
- Challenging negative stereotypes
- Be an advocate for the sustainable tuna sector
- Be prepared to be innovative and encourage change

## SECTION 5: 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 questionnaires, 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 partnership work 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 for 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 [daniel@globaltunaalliance.com](mailto:daniel@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.

Our email newsletter and updates use mailchimp.com. A full Cookie Statement explaining how they use cookies and similar technologies in the course of our business can be found here: <https://mailchimp.com/legal/cookies/>

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

### **Articles of Association**

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

### **GTA 5-year Strategy**

Clearly articulating GTA's vision in a way which lays out a common purpose for Partners and stakeholders and makes clear our ambition to achieve our objectives. It incorporates a clear set of Outputs, Outcomes and Key Performance Indicators, to measure GTA partner's progress.

### **Board of Directors**

The Board of Directors is a decision-making body responsible for all matters relating to the GTA. The Board of Directors will appoint Partners Advisory Group members and sign-off on the budget etc.

### **NGO**

Non-governmental organisation

### **Partners**

Participants are defined as organisations who are a member of GTA

### **Partners Advisory Group**

The Partners Advisory Group is the advisory body of the GTA and will support the initiatives strategy development and implementation..