

# GSSI CHARTER 3.0



More  
sustainable  
seafood  
for everyone



# WHAT IS THE GSSI CHARTER?

**This Charter** is a public document detailing:

- a. The Global Sustainable Seafood Initiative's (GSSI) mission, vision and objectives
- b. GSSI's Code of Conduct
- c. GSSI's Rules of Governance
- d. GSSI's Privacy Policy
- e. GSSI's Communication Policy



**This Charter** is used to ensure consistency in governance, transparency of process, and commitment and integrity of GSSI Participants.

**This Charter** (version 3) was adopted by the Steering Board in accordance with the provisions of Article 10 of Stichting Global Sustainable Seafood Initiative's Deed of Incorporation on November 11, 2019.

# TABLE OF CONTENTS

# TABLE OF CONTENTS

## **Section 1.**

### **WHAT IS GSSI?**

|   |   |
|---|---|
| 1.1 The Global Sustainable Seafood Initiative | 1 |
| 1.2 The GSSI Global Partnership               | 1 |

## **Section 2.**

### **CODE OF CONDUCT**

## **Section 3.**

### **RULES OF GOVERNANCE**

#### GSSI PRINCIPLES

|                               |   |
|-------------------------------|---|
| 3.1 Organisational Principles | 3 |
| 3.2 Partnership Principles    | 3 |
| 3.3 Expert Principles         | 3 |

#### RULES FOR GSSI GOVERNING BODIES

|  |   |
|--|---|
| 3.4 Commitment   | 4 |
| 3.5 Participation in meetings                                    | 4 |
| 3.6 Decisions  | 4 |
| 3.7 GSSI Conflict of Interest Policy (All GSSI Participants)     | 4 |
| 3.8 GSSI Disclosure Policy and Procedure (All GSSI Participants) | 5 |
| 3.9 Confidentiality Policy (All GSSI Participants)               | 5 |
| 3.10 Competition/Antitrust Compliance Policy (GSSI Partners)     | 5 |

#### THE GSSI STEERING BOARD

|   |   |
|---|---|
| 3.11 Composition of the Steering Board        | 6 |
| 3.12 Recruitment of Steering Board Members    | 6 |
| 3.13 Participation in Steering Board Meetings | 6 |

|                |   |
|----------------|---|
| 3.14 Decisions | 6 |
|----------------|---|

|                                  |   |
|----------------------------------|---|
| 3.15 Powers and Responsibilities | 7 |
|----------------------------------|---|

|                     |   |
|---------------------|---|
| 3.16 Reimbursements | 7 |
|---------------------|---|

#### THE SECRETARIAT

|  |   |
|--|---|
| 3.17 The GSSI Secretariat mandate and powers | 8 |
|--|---|

#### THE PARTNERS COUNCIL

|  |   |
|--|---|
| 3.18 Composition of the Partners Council | 8 |
|--|---|

|   |   |
|---|---|
| 3.19 Appointment of Members of the Partners Council | 8 |
|---|---|

|   |   |
|---|---|
| 3.20 Participation in Partners Council meetings | 9 |
|---|---|

|                |    |
|----------------|----|
| 3.21 Decisions | 10 |
|----------------|----|

|                                  |    |
|----------------------------------|----|
| 3.22 Powers and Responsibilities | 10 |
|----------------------------------|----|

|                           |    |
|---------------------------|----|
| 3.23 Term and Termination | 10 |
|---------------------------|----|

#### COMMITTEES AND EXPERT WORKING GROUPS

|  |    |
|--|----|
| 3.24 Mandates for Committees and Expert Working Groups | 10 |
|--|----|

#### INDEPENDENT EXPERTS AND BENCHMARK COMMITTEE

|   |    |
|---|----|
| 3.25 Appointment and Mandate of Experts | 11 |
|---|----|

## **Section 4.**

### **PRIVACY POLICY**

## **Section 5.**

### **COMMUNICATIONS POLICY**

### **TERMS AND DEFINITIONS**

# WHAT IS GSSI?

## 1.1 The Global Sustainable Seafood Initiative

GSSI was created as a sector wide, multi-stakeholder initiative to build a shared, global and non-competitive solution to sustainability certification issues in the global seafood supply chain. GSSI was originally founded in February 2013 as a strategic partnership between the GSSI Consortium GbR and the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. It was implemented by GIZ on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ) and co-funded through its developPPP.de program. On 4 September 2015, Stichting Global Sustainable Seafood Initiative (GSSI) was incorporated as a foundation under the laws of the Netherlands.

Today, GSSI is the public-private partnership on seafood sustainability with 80+ stakeholders industry-wide, GSSI aligns global efforts and resources to address the latest sustainability challenges. Governed by a Steering Board representing the full seafood value chain, companies, NGOs, governments and international organisations – including the FAO –, GSSI promotes sector-wide collaboration to drive forward more sustainable seafood for everyone.

## 1.2 The GSSI Global Partnership

- a) GSSI Partners are an inclusive constituency of companies and organisations with a major interest in improving the sustainability of the seafood sector, as well as a commitment to actively support GSSI.
- b) From the private sector (Funding Partners), the Partners include companies from food service, retailer, brand manufacturer, processing, farming and harvesting sectors.
- c) From the public sector (Affiliated Partners), the Partners include non-governmental and inter-governmental organisations.
- d) Partners sign a commitment (see Section 4: Code of Conduct) to directly participate in the development, promotion and recognition of the Global Benchmark Tool and GSSI's other initiatives. This commitment includes a formal agreement to abide by the rules of governance and policies within this charter.

- e) Partners publicly endorse and recognize GSSI and consider the outcome of the Benchmark Process in their daily operations.
- f) Partners are encouraged, but not required, to participate in the annual General Meeting.
- g) Partners are encouraged, but not required, to participate in consultations for the development and revision of the Global Benchmark Tool.
- h) Funding Partners and Affiliated Partners have the following rights and obligations:

| WHAT PARTNERS DO   | FUNDING PARTNERS | AFFILIATED PARTNERS |
|--|------------------|---------------------|
| Provide financial support  | Yes              | No                  |
| Are part of the Partners Council   | Yes              | No                  |
| Participate in EWGs and Joint Taskforces to exchange knowledge, give advice and promote the development of collaborative, non-competitive initiatives to provide solutions to sustainability issues facing the seafood sector. | Yes              | Yes                 |
| May nominate candidates and are eligible for appointment to the Steering Board.  | Yes              | Yes                 |
| Can provide written recommendations to the Steering Board on priorities for, and progress of, GSSI.  | Yes              | Yes                 |
| Shall nominate and authorize one individual with decision-making authority to take part in GSSI's decision making processes.   | Yes              | Yes                 |

# SECTION 1

# CODE OF CONDUCT

The GSSI Code of Conduct sets out principles of conduct for Steering Board Members and GSSI Funding and Affiliated Partners.

- a) The GSSI 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 GSSI Code of Conduct will be confirmed by individual signature of each present and future Steering Board Member, GSSI Funding, Affiliated and Supporting Partners, and Expert Working Group Members.
- c) All proxies must also sign the Code of Conduct.
- d) A non-compliance with the principles included in this GSSI Code of Conduct will result in the issue being raised at the Steering Board meeting and the alleged “non-compliant institution” will be offered the opportunity to offer an explanation so that the GSSI Steering Board can reach a decision on whether the GSSI Code of Conduct has been violated.
- e) The potential consequence of confirmed non-compliance is resignation from the respective GSSI entity.

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

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

- a) commit themselves to the GSSI Mission Statement: “to ensure confidence in the supply and promotion of certified seafood as well as to promote improvement in the seafood certification schemes.”
- b) state potential conflict of interests between their businesses and GSSI’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 GSSI in any manner. Any such conflict shall be declared to the GSSI Secretariat.
- d) commit to consider the outcomes of the Benchmark process in their daily operations.
- e) not knowingly be involved in illegal, unreported and unregulated (IUU) fishing.
- f) not knowingly be involved in illegal aquaculture.
- g) not knowingly be involved in illegal labour and working conditions, such as slave labour, forced labour and bonded labour.
- h) work to ensure that decisions and actions are conducted in an objective and transparent way and under scrutiny of stakeholders.
- i) promote the application and implementation of the GSSI Code of Conduct through leadership.

## SECTION 2

# RULES OF GOVERNANCE

## 3.1 Organisational Principles

- a) The improvement of seafood sustainability shall be at the heart of the work for all GSSI Participants.
- b) GSSI is funded by the annual contributions made by GSSI's Funding Partners, Benchmark Fees and may include support from philanthropic and/or public funders.
- c) The GSSI Global Partnership shall aspire to engage with small and less developed schemes to provide them with a pathway towards GSSI recognition.
- d) GSSI will publish an annual, public report.
- e) GSSI Partners, defined in section 1.5, are required to individually sign the Code of Conduct in section 3.4. to demonstrate their commitment to the contents of this charter.
- f) This Charter may be amended on the basis of a resolution passed by the Steering Board. The resolution requires prior consultation of the Partners Council.
- g) In cases not detailed in the Charter, the Board will decide with due observance of the provisions in the Charter and the statutory provisions in the Deed of Incorporation.
- h) This Charter shall be reviewed biennially. In the spirit of Principle, a), elements will be updated based on GSSI's evolving strategic development.
- i) All GSSI Participants shall commit to act in a professional, ethical and impartial manner at all times and not use any information obtained through their association with GSSI to commercially promote their own, or their organization's interests.
- j) 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 Participant must inform the Secretariat.

## 3.2 Partnership Principles

- a) GSSI's Steering Board will drive the recruitment of new partner (Funding and Affiliated) organisations.
- b) The Steering Board and Expert Working Groups will work with advisers from civil society and academia.
- c) All Participants will commit to supporting engagement with GSSI stakeholders. This might include activities such as representing GSSI at conferences and participating in outreach meetings.
- d) GSSI is a not-for-profit organization and aspires to create public-private partnerships (PPP).

## 3.3 Expert Principles

- a) Our experts will be competent, qualified and provided with adequate time and resources to deliver their tasks.
- b) Our experts will consult with any interested stakeholders and will consider all advice and comments.
- c) In the event of public consultation, our experts will provide a considered and public response.
- d) Our experts will work with relevant reference documents from international organisations including the UNFAO, ISO, ILO and ISEAL.
- e) Our experts will promote improvement towards more sustainable standards in all their work.
- f) Our experts will ensure that revision of benchmark criteria is based on evidence.

## SECTION 3

## RULES FOR GSSI GOVERNING BODIES

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

### 3.4 Commitment

- a) Before a member of one of the GSSI governing bodies is appointed, they will sign the GSSI Code of Conduct which commits him/her to directly participate in the improvement, promotion and recognition of the Global Benchmark Tool as well as to recognize and respect all GSSI initiatives and the GSSI Charter.
- b) With respect to the GSSI Partnership Policy, members of the GSSI governing bodies are expected to show leadership in supporting and promoting GSSI among their stakeholders.

### 3.5 Participation in meetings

- a) The members of the GSSI governing bodies commit to meeting in person according to the frequencies outlined in this Charter (3.13 and 3.19).
- b) Additional meetings can be scheduled if needed, principally by conference call.
- c) Members of the GSSI governing bodies commit to prioritizing GSSI meetings in their respective schedules.
- d) Any member that misses three consecutive meetings can be excluded.
- e) Each member 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.
- f) The Chair(s) will determine final meeting agendas.
- g) 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.

### 3.6 Decisions

- a) All GSSI governing bodies seek 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 (with the exception of Expert Working Groups, which will report any lack of consensus to the Steering Board).
- 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.

### 3.7 GSSI Conflict of Interest Policy (All GSSI Participants)

- a) The GSSI mission is to ensure confidence in the supply and promotion of certified seafood as well as to promote improvement in the seafood certification schemes. Conflicting interests that may undermine the credibility of this process must be identified.
- b) Conflict of interests may arise for members of the Steering Board, Committees, Expert Working Groups, GSSI Partners, the Secretariat, Independent Experts and external consultants. Relationships with any of the following parties are relevant (not exclusive):
  1. Seafood certification scheme owner
  2. Accreditation bodies
  3. Certification bodies
  4. Private companies involved in seafood certification, such as service providers

# SECTION 3

- c) A conflicting interest with any of the above-mentioned parties could include, but not limited to:
  - 1. Have a stake in any of the above-mentioned parties
  - 2. Have a personal relationship with any of the above-mentioned parties
  - 3. Have or have had financial dependencies on any of the above-mentioned parties
- d) It is the policy of GSSI that the existence of any potential conflict of interest shall be disclosed before participation in, or service for, GSSI begins. It is the responsibility of all those affected to continuously be on the lookout for potential conflicts and to immediately make such disclosures.

*Note: It is recognized that many of the experts that participate in GSSI may have potential conflicting interests. The GSSI Conflict of Interest Policy is not aimed to be exclusionary but seeks to appropriately address any potential conflict of interest to ensure that work can be undertaken in a transparent and credible manner.*

### 3.8 GSSI Disclosure Policy and Procedure (All GSSI Participants)

- a) Prior to either partnership or provision of a service to GSSI, every possible conflicting interest is to be fully declared. The concern must be the welfare and credibility of GSSI, as well as the advancement of its vision.
- b) Disclosure should be made to the GSSI Secretariat who will forward such statements to the Steering Board.
- c) The GSSI Steering Board shall determine whether a conflict exists.
- d) In the case of an existing conflict, the Board will decide to accept or reject the Partner or service provider.

- e) Steering Board decisions on these matters are at their sole discretion.
- f) The conflict of interest disclosure statements of partners and service providers are not made public but would be made available upon justified request. In such cases, the individual concerned will be consulted.

### 3.9 Confidentiality Policy (All GSSI Participants)

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

### 3.10 Competition/Antitrust Compliance Policy (GSSI Partners)

- a) GSSI 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) GSSI 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.

## SECTION 3



## THE GSSI STEERING BOARD

### 3.11 Composition of the Steering Board

- a) According to Article 5.2 of the Deed of Incorporation, the Steering Board is intended to constitute a fair representation of the diversity in role, geography and key stakeholders of the global seafood industry. These key stakeholders include harvesters and producers of seafood, processors and manufacturers of seafood, retail and food service companies, NGOs, academics, intergovernmental organisations, and public sector organizations.
- b) The key stakeholders that are eligible to be a member of the Steering Board do not include seafood certification scheme owners, Accreditation Bodies or Certification Bodies due to their vested interests.
- c) Steering Board members will perform their duties in a personal capacity in service of GSSI rather than as representatives of their respective organizations.
- d) The Steering Board will agree on the size and structure of the Steering board.

### 3.12 Recruitment of Steering Board Members

- a) When a vacancy(s) on the Steering Board arises, the Steering Board will define the needed profile of Steering Board candidates. When creating the profile, the Steering Board will consider the nature of GSSI, its objectives, activities and the expertise required to meaningfully contribute to the governance of GSSI.
- b) Existing Steering Board members and GSSI Partners may nominate potential candidates. The Steering Board shall consider any application that fits the diversity of role, geography or stakeholder gaps on the Steering Board.
- c) Individuals who are nominated, shall provide a CV and a letter of motivation addressed to the Chair of the GSSI Steering Board.

- d) The Steering Board Nominating Committee shall present the candidates (together with their profile and motivation) to the Steering Board for a vote. The process of application shall not exceed six months.
- e) New steering board member will be officially announced via a public news release.

### 3.13 Participation in Steering Board Meetings

- f) The members of the Steering Board commit to meeting in person at least two times per year.
- g) Additional meetings are scheduled if needed, principally by conference call.
- h) With due observance of Article 7 of the Deed of Incorporation, the Steering Board will determine the dates of the following year's meetings (at the latest) during the last meeting of each year.
- i) Each Steering Board member is authorized to convene a meeting immediately to discuss urgent matters.
- j) The Steering Board may invite one or more observer(s) or advisors to attend one or more Steering Board meeting(s) or part(s) of meeting(s). The observers or advisors do not have voting rights.
- k) The Partners Council is entitled to place items on Steering Board meeting agendas.
- l) Substitution of members from the same organisation at a given meeting may be agreed in advance with the Chair and the Secretariat.

### 3.14 Decisions

- a) As a rule, the Steering Board will take decisions during its meetings.
- b) To ensure that no sector has a disproportionate influence in the Steering Board, in the case of a vote as described in 3.6, 50% of the 75% majority should include non-governmental sector representation.

# SECTION 3

- c) With due observance of the provisions of Article 5 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.
- d) The Chair of the Steering Board is responsible for ensuring that resolutions are passed and will ensure that they are carried out with due care and preferably by consensus.
- e) A quorum for GSSI means that only 50% of steering board members are present. To take a decision with a quorum, 50% of the NGO steering board members must be present.

### 3.15 Powers and Responsibilities

- a) The Steering Board is responsible, with the support of the Secretariat, for the general management and performance of GSSI.
- b) The Steering Board will primarily serve the interests of GSSI and its objectives and will consider the interests of all parties involved when formulating policy.
- c) The members of the Steering Board understand their responsibilities and will not perform or omit any actions that will damage the reputation of GSSI.
- d) The Steering Board may appoint a Secretary who will execute the administrative and management tasks of the Steering Board. A job description for this position will be drafted by the Steering Board.
- e) In addition to article 6 of the Deed of Incorporation, the Steering Board has the following powers and responsibilities:
  - 1. It ensures the delivery of GSSI's objectives
  - 2. To develop and steer GSSI's strategic plan and oversee its implementation.
  - 3. To appoint a Secretariat to execute GSSI's strategic plan and manage the day-to-day operations of GSSI.

- 4. To consider and integrate the expectations of all GSSI Stakeholders in its discussions and decisions.
- 5. To approve a budget and monitor expenditure, ensuring there are adequate resources for planned activities.
- 6. To ensure the effective coordination between its own activities and those of its Expert Working Groups.
- 7. To oversee GSSI's communication strategy.
- 8. To appoint Committees to oversee relevant activities, prepare proposals and report back to the Steering Board.
- 9. To create and support Expert 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 Board).
- 10. To nominate, from within its membership, an individual who will act as a liaison between the Secretariat and each Committee and Expert Working Group.
- 11. To determine, after (written) consultation with the Partners Council, the fees for Funding Partners and the calculation method of these fees.
- 12. To decide on the adoption, the amendment and the revocation of GSSI's policies and rules of governance as outlined in the GSSI Charter.
- 13. To decide on the adoption of recommendations submitted by the Partners Council.

### 3.16 Reimbursements

With due reference to Article 5, paragraph 11, of the Deed of Incorporation, the members of the Steering Board will pay the costs incurred in connection with the performance of their duties on behalf of GSSI. In exceptional cases the costs may be reimbursed.

## SECTION 3

## THE SECRETARIAT

### 3.17 The GSSI Secretariat mandate and powers

- a) Executes and implements GSSI's strategic plan and manages the day-to-day operations of GSSI.
- b) Plans, organizes and facilitates meetings (steering board, partner, Expert Working Groups 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 GSSI Governing Bodies.
- e) Manages all GSSI working and final documents.
- f) Operates the GSSI Benchmarking Process.
- g) Executes GSSI's communication strategy and monitors and documents communication statistics and public references to GSSI.
- h) Performs all other work required for the efficient operational management of GSSI, including financial and Human Resources administration.
- i) The GSSI Steering board will appoint a Managing Director of the Secretariat. The Managing Director's mandate is to:
  - a. Execute SB decisions, both strategic and operational
  - b. Act as the representative of the GSSI Foundation and serve as the as the primary liaison between GSSI Foundation 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 board, manage and support all Secretariat employees.
  - e. Manage the GSSI budget.

## THE PARTNERS COUNCIL

### 3.18 Composition of the Partners Council

- a) The Partners Council will be composed of Partners, which are legal entities that:
  1. are active in the seafood sector and are directly involved in the seafood supply chain; and
  2. are Funding Partners who provide financial support to GSSI; and
  3. have signed the Funding Partners Agreement with GSSI; and
  4. have been accepted by the Partners Council.
- b) The Partners Council can decide to omit a Partner from the Partners Council if it does not fulfil these conditions.
- c) Each Partner shall appoint one natural person, called the "Representative", to represent it within the Partners Council. Each Representative must have full authority to represent his/her entity.
  1. If a Representative ceases to be employed by or is no longer otherwise linked to the Partner he/she is representing, he/she shall lose his/her position as the Representative and the said Partner will immediately replace this Representative.
  2. Each Partner shall inform the Secretariat, via e-mail or any other means of written communication, of the identity and contact details of its Representative.
  3. Substitution of representatives may in certain cases be agreed with the Chair and the Secretariat.
- d) Members of the Steering Board can also be representatives in the Partners Council and vice versa.

### 3.19 Appointment of Members of the Partners Council

- a) Partners shall be appointed by the Partners Council (article 10.1 of GSSI Deed of Incorporation)
- b) Any applicant Partner to the Partners Council shall apply for admission via e-mail to the Secretariat.

# SECTION 3

- c) The GSSI Secretariat reviews if the applicant Partner is, or has been, linked to any exclusionary criteria included in the GSSI Code of Conduct. In case of any questions regarding the eligibility of the applicant Partner the GSSI Secretariat shall inform the Executive Committee of the GSSI Steering Board and the applicant may be requested to provide additional evidence of its adherence to the GSSI Code of Conduct. In case the review of the GSSI Secretariat does not raise any concerns, the application is shared with the Partners Council for approval.
- d) Appointments of Members of the Partners Council are made by consensus, which for this purpose shall be understood to mean the absence of permanent opposition against a proposal, but not necessarily unanimity [Article 10.8 of the Deed of Incorporation].
- e) The Partners Council appoints applicant Partners electronically. Partners are requested to provide their electronic decision on the appointment of the applicant Partner within five (5) working days after receipt of the request by the GSSI Secretariat. If the Secretariat does not receive a decision by the five working-day deadline, it is considered the respective Partners of the Partner Council do not have a permanent opposition against the applicant becoming a Partner of the GSSI Partners Council.
- f) If the Partners Council does not receive any further communication from the GSSI Secretariat regarding said applicant within two weeks after the request for appointment has been shared, the Partners Council can assume that the applicant has been approved. If there is permanent opposition to the applicant Partner, the Partners Council will be informed by the GSSI Secretariat within two weeks after sharing the request for admission to the Partners Council.
- g) In case a Partner opposes to the applicant becoming a Partner the respective Partner shall provide the grounds of its opposition to the GSSI Secretariat in writing. Failure of providing valid grounds for the objection in writing can be reason to not take the objection into consideration.

- h) The GSSI Secretariat shall share any objections with the Executive Committee of the GSSI Steering Board for mediation and resolution.
- i) In case no resolution can be reached and permanent opposition against the applicant Partner remains, and thus no consensus can be reached, the Partners Council will decide on the appointment of the applicant by (electronic) vote as outlined in article 3.6.

### 3.20 Participation in Partners Council meetings

- a) The members of the Partners Council commit to meeting in person at least once per year.
- b) Additional meetings are scheduled if needed, principally by conference call.
- c) Each Partner Council member is authorized to convene a meeting immediately to discuss urgent matters.
- d) The Partner Council shall appoint, from among its members, a Chair and a Vice-chair, of which one shall also be a member of the Steering Board, to chair their meetings and to ensure that agreed processes are followed.
- e) Partner Council meetings will be chaired by the Chair of the Partners Council.
- f) The Chair of the Partners Council will determine the agenda of the Partners Council meeting.
- g) Each member of the Partners Council has the right to propose items to be included in Partners Council meeting agendas, to be sent by e-mail or via any other means of written communication to the Chair of the Partners Council and the Secretariat at least ten (10) calendar days before the meeting. The Partner is expected to provide all relevant information during the meeting and supply a written explanation, where possible.
- h) The Steering Board is entitled to place items on the Partners Council meeting agendas.
- i) The Partner Council 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 Partner Council.

## SECTION 3

### 3.21 Decisions

- a) As a rule, the Partners Council will take decisions during its meetings.
- b) In cases where consensus cannot be reached, and a vote is cast, as described in 3.6, the Partners Council will inform the Steering Board about the vote ratio.
- c) Partners may submit proposals to the Partners Council. If the Partners Council agrees, the proposal shall be presented to the Steering Board.
- d) With due observance of the provisions of Article 10 of the Deed of Incorporation, the Partner Council is authorized to take decisions outside its meetings provided that all members of the Partner Council concur. In these cases, the relevant resolution will be recorded in the minutes of the next Partner Council meeting.
- e) The Chair of the Partners Council is responsible for ensuring that resolutions are passed and will ensure that this is carried out with due care, preferably by consensus.

### 3.22 Powers and Responsibilities

- a) The Partners Council will provide solicited and unsolicited advice to the Steering Board. In performing its duties, the Partners Council is guided by the interests of GSSI, and in doing so, will consider the interests of all GSSI stakeholders. The Partners Council is responsible for the quality of its own performance.
- b) The Chair of the Partners Council is responsible for ensuring that the Partners Council performs its duties satisfactorily. In addition, the Chair of the Partners Council will act as the main point of contact for the other Partners Council members and the Chair and Co-Chair of the Steering Board.

### 3.23 Term and Termination

- a) Partners are free to resign from GSSI at any time by giving written notice, via email with acknowledgment of receipt, at least three (3) months before 31 December of each year, to the Secretariat. The Secretariat shall submit the resignation to the Steering Board and notify the Partners Council. The resignation shall be effective on the date on which the written notice has been sent to the Secretariat.
- b) If a Partner fails to pay its contribution within thirty (30) calendar days after a reminder has been sent by the Secretariat, the agreement between the Partner and GSSI may be terminated immediately.

## COMMITTEES AND EXPERT WORKING GROUPS

### 3.24 Mandates for Committees and Expert Working Groups

- a) The Steering Board shall decide whether or not a Committee or Expert Working Group is required.
- b) The Secretariat will prepare a mandate for said Committees and Expert Working Groups for consideration by the Steering Board. The mandates are to increase operational efficiency and streamline decision-making.
- c) The Steering Board will provide input on the mandate and the Secretariat will pass the mandate to the Committee or Expert Working Group to provide final comments.
- d) The Committee or Expert Working Group, facilitated by the Secretariat, shall be expected to work within the agreed criteria of the mandate.
- e) The mandate is intended to be a live document that can be adapted as required. The Secretariat will consult the nominated board member liaison regarding any changes.
- f) The Steering Board may decide to change the mandate as required.

## SECTION 3

g) Mandate template:

| ELEMENTS             | DESCRIPTION   |
|----------------------|---|
| 1 Overview           | A description of the context for the work, including background, history and related work reference points. |
| 2 Purpose            | What needs to be done?  |
| 3 Scope              | What is included? What is not included?   |
| 4 Membership         | Specific mention of membership requirements.  |
| 5 Deliverables       | Specific items that are expected, including reports, documents, events.                                     |
| 6 Governance         | Any specific guidance   |
| 7 Timescale          | Dates for delivery  |
| 8 Project Management | An overview of available resources, budget and responsibilities.  |

## INDEPENDENT EXPERTS AND BENCHMARK COMMITTEE

### 3.25 Appointment and Mandate of Experts

- a) The GSSI Steering Board will appoint competent and independent experts (Independent Experts, IEs) to conduct the assessment and manage the Benchmark Process for a specific seafood certification scheme application.
- b) The GSSI Steering Board will appoint a Benchmark Committee which is impartial, competent and committed to carry out their duties.
- c) The Benchmark Committee exercises 'quality control' on the process and will raise any concerns. They ensure an objective assessment against the Benchmark Framework within an agreed timeframe, review the Benchmark Report of the Independent Experts and provide a recommendation on recognition to the Steering Board.
- d) A member of the Steering Board shall be assigned as a liaison for each Benchmark Committee to provide support and guidance to the Independent Experts, the committee members, the applicant scheme owners and the Secretariat. In particular, the Steering Board Liaison will help resolve any encountered lack of consensus.
- e) The rules for conflict of interest and confidentiality within this charter (3.7 and 3.9) are applicable to the Independent Expert(s) and all members of the Benchmark Committee.
- f) The certification scheme that is being assessed is able to object to the appointment of any given Independent Expert(s) or Benchmark Committee member on the basis of perceived conflict of interest.

# SECTION 3

# PRIVACY POLICY

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

1. GSSI 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. GSSI collects data about you through direct interactions including:
  - You may provide data by filling in contracts, agreements or benchmark applications, 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 or benchmarking invoices;
  - Notify you of policy changes;
  - Ask you to partake in a survey;
  - To deliver relevant content and news updates.
4. Communications  
You will receive communications from us if you have:
  - are a Funding or Affiliated Partner, benchmarked scheme or scheme in the benchmarking process
  - 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 [secretariat@ourgssi.org.com](mailto:secretariat@ourgssi.org.com) at any time.*
5. Disclosures of your personal information  
GSSI 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.

## SECTION 4

# COMMUNICATIONS POLICY

## 5.1 All GSSI Partners commit to the GSSI Communications Policy

This policy applies to all GSSI Funding Partners, Affiliated Partners, GSSI stakeholders and interested parties who wish to reference the GSSI and/or its benchmarking activities in their communications.

## 5.2 How GSSI will reference our Partners

GSSI Partner Logos will be featured across GSSI communications materials in print and online. This includes assets such as GSSI Annual Reports, Charter, FAQ's, key facts, presentations, newsletters, press releases, films, interviews and benchmark updates that are publicly available on [www.ourgssi.org](http://www.ourgssi.org). Any logo updates should be communicated to the GSSI Secretariat ([secretariat@ourgssi.org](mailto:secretariat@ourgssi.org)).

## 5.3 How our Partners can reference GSSI

GSSI encourages our Partners to communicate about the benefits of the GSSI and to use the aforementioned materials in compliance with GSSI's Communications Guidelines. Any public-facing communications and references to GSSI that are not explicitly included in the Communications Guidelines must be shared with and approved by the GSSI Secretariat before use. **The use of the GSSI logo or name is not permitted on any products.** There is no exception to this rule.

For the GSSI Communications Guidelines and any additional support and guidance, contact [secretariat@ourgssi.org](mailto:secretariat@ourgssi.org)

## SECTION 5



# TERMS AND DEFINITIONS

|                              |  |                                     |  |
|------------------------------|--|-------------------------------------|--|
| <b>BMZ</b>                   | German Federal Ministry for Economic Cooperation and Development   | <b>NGO</b>                          | Non-governmental organization  |
| <b>Deed of Incorporation</b> | 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 GSSI's license to form a foundation under the law of the Netherlands. | <b>ILO</b>                          | International Labour Organization  |
| <b>Expert Working Groups</b> | Expert Working Groups are small groups of expert stakeholders brought together to provide guidance, expertise and advise to the GSSI Steering Board on the development of GSSI's tools and initiatives.  | <b>Participants</b>                 | Participants are defined as individuals who are a member of GSSI's Steering Board or an Expert Working Group, a Partner organisation representative, an Independent Expert, a Benchmark Committee member or work for, or provide a service to, the GSSI Secretariat.   |
| <b>FAO</b>                   | Food and Agriculture Organization of the United Nations  | <b>Seafood certification scheme</b> | An organization in the seafood sector, which is responsible for the processes, systems, procedures, and activities related to standard setting, and implementation of certification.   |
| <b>UN FAO Guidelines</b>     | FAO Guidelines for Ecolabelling of Fish and Fishery Products from Marine/Inland Capture Fisheries and FAO Technical Guidelines on Aquaculture Certification  | <b>Sustainability</b>               | GSSI recognizes the lively debate on what is sustainability and agrees with the following two examples: <ul style="list-style-type: none"><li>■ <b>World Commission on Environment and Development (Brundtland Commission):</b> Sustainable development is "development which meets the needs of current generations without compromising the ability of future generations to meet their own needs."</li><li>■ <b>FAO:</b> "The management and conservation of the natural resource base, and the orientation of technological and institutional change in such a manner as to ensure the attainment and continued satisfaction of human needs for present and future generations. Such sustainable development (in the agriculture, forestry, and fisheries sectors) conserves land, water, plant and animal genetic resources, is environmentally non-degrading, technologically appropriate, economically viable and socially acceptable."</li></ul> |
| <b>GIZ</b>                   | Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH   |                                     |  |
| <b>GSSI</b>                  | Global Sustainable Seafood Initiative  |                                     |  |
| <b>Global Benchmark Tool</b> | Global Benchmark Tool provides formal recognition of seafood certification schemes that successfully complete a rigorous and transparent benchmark process based on the UN FAO Guidelines.   |                                     |  |
| <b>ISEAL (Alliance)</b>      | Global membership association for sustainability standards   |                                     |  |
| <b>ISO</b>                   | International organization for standardization   |                                     |  |