



# GFSI Europe, Middle East and Africa (EMEA) Local Group Mandate & Terms of Reference

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# 1. HISTORY OF AMENDMENT

Date	Version	Change
16 <sup>th</sup> June 2021	1.0	New

## 2. GFSI Europe, Middle East and Africa (EMEA) Local Group Mandate & Terms of Reference

### 2.1 Purpose

This document details the mandate and terms of reference for the GFSI Europe, Middle East and Africa Local Group. It should be read in conjunction with the Governance Model and Rules of Procedure Article VIII GFSI Local Groups (reproduced in Appendix 1).

### 2.2 Scope

The Europe, Middle East and Africa Local Group encompasses countries in Europe and Africa as defined by the United Nations (<https://unstats.un.org/unsd/methodology/m49/>) and countries in the Middle East as defined by the Encyclopaedia Britannica (<https://www.britannica.com/place/Middle-East>). Other countries, not represented in other Local Groups and where there is a natural alignment to Europe, the Middle East and Africa may be eligible to join the Europe, Middle East and Africa Local Group with agreement of the GFSI Steering Committee. The full list of countries represented by the Europe, Middle East and Africa Local Group will be maintained in Appendix 2.

### 2.3 Terms of Reference

The Europe, Middle East and Africa Local Group will be an inclusive group of food safety professionals representing businesses and other interested parties across all parts of Europe, the Middle East and Africa with the aim of working collaboratively on areas of common interest aligned to the GFSI objectives and ultimately delivering safe food for consumers everywhere.

The specific objectives of the group (for ratification by the Local Group once established) will be;

- 1) To drive awareness of GFSI-recognised certification particularly in countries where third party certification is less well advanced with an initial particular focus on Eastern Europe.
- 2) To develop a forum for engagement between business and Food Safety Authorities represented by the Europe, Middle East and Africa Local Group with an initial particular focus on Eastern and Western Europe.
- 3) To identify areas of need and facilitate capability building across the countries represented by the Europe, Middle East and Africa Local Group with an initial particular focus on Eastern Europe.

Once established, the group will formally agree these Terms of Reference and develop a Business Plan in accordance with the [GFSI Governance Model and Rules of Procedure](#) for presentation to, and agreement with the GFSI Steering Committee.

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## 2.4 Conditions of Membership

In addition to complying with the requirements detailed in the GFSI Governance Model and Rules of Procedure (reproduced in Appendix 1 below), members of the Local Group must not speak on behalf of the GFSI or the Local Group without the express permission of the GFSI Coalition Team. Members of the Local Group can indicate on CVs or other documentation that they are or have been a Member of the GFSI Europe, Middle East and Africa Local Group but this must detail the period over which they were officially appointed as members.

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# Appendix 1 ARTICLE VIII: GFSI LOCAL GROUPS (LG) *(reproduced from the Governance Model and Rules of Procedure)*

Local Groups are industry-driven, multi-stakeholder groups in a particular region of the world mandated by the GFSI and authorised by the CGF. The role of a Local Group is to tailor and implement the global Coalition’s strategy in a region.

## A. General Principles for the Establishment and Operation of Local Groups

### A.1 Authorisation, Location and Sponsorship

- The GFSI Coalition Team and (where they exist) CGF Regional Boards jointly make recommendations to the CGF Governance Committee on which regions, if any require and merit a Local Group. These priorities should be based on a CGF-wide perspective of both the local need for action and the CGF’s local capabilities to make a unique impact. The remit of the Local Group may extend beyond the GFSI Coalition of Action to include activities in support of other CGF COAs.
- Unless expressly approved by the CGF Governance Committee, Local Groups may only be established in the existing CGF regions i.e. China, Japan, USA / Canada, Latin America, Europe.
- CGF will support the Local Group with the appointment of a Local Group CGF Leader / Team / Consultant and associated facilities. Where a CGF Local Group Team is established, this will report to the GFSI Coalition Team and provide administrative support for the Local Group in accordance with its mandate from the CGF Governance Committee.
- The management, facilitation and required resources (financial, material or human) for local meetings, events i.e. events, work projects and communication tools shall be the responsibility of the Local Group CGF Leader / Team in agreement with the GFSI Coalition Team.
- The Local Group must not seek sponsorship or undertake any form of revenue generation without authorisation from the GFSI Coalition Team, GFSI Steering Committee and/or CGF Governance Committee.
- The local member option should not be used as an excuse for large multinationals to avoid full CGF membership or contributing to global Coalition costs.

### A.2 Governance

- The GFSI Steering Committee must approve annually the Local Group’s proposed work plan, as agreed with the GFSI Coalition Team, to ensure that it is consistent with the global strategy.
- Each Local Group must be led and meetings co-chaired by representatives from one CGF retail member and one CGF manufacturer member.
- Local Group Co-Chairs can request the appointment of a GFSI Steering Committee member to support the work of the Local Group. All Steering Committee members must be representatives of CGF member companies.

### A.3 Activity reporting

- The group must report biannually to the GFSI Steering Committee on its activities and issues according

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to the GFSI Local Group mandate. The format for the report should be consistent with that described in Annex V to allow for incorporation into the annual GFSI Steering Committee report.

## B. Mandate & Authority

The Local Group must strictly adhere to their assigned work plan agreed with the GFSI Coalition Team and approved by the GFSI Steering Committee. The Local Group must report back to the GFSI Coalition Team and GFSI Steering Committee regarding the progress of its work and it must seek authorisation from the GFSI Coalition Team regarding any decisions impacting GFSI's mission, strategy, resources, strategic relationships including public-private partnerships and public announcements.

### B.1 Mission and Aims

Local Groups bring together local Food Safety Experts to work collaboratively on local Food Safety issues. Sharing the same GFSI Coalition vision of safe food for consumers everywhere the mandate of the Local Group is to:

- Implement GFSI's global priorities locally.
- Build engagement and awareness among companies and relevant stakeholders.
- Build relationships with government bodies.

This is aligned to the 3 core GFSI Coalition objectives:

- 1) Harmonising and raising standards of food safety certification programmes
- 2) Building food safety capabilities across the global food supply chain
- 3) Public-Private partnerships with food safety regulators, IGOs and the wider food industry

Specific activities associated with the above may be as follows:

- To communicate the GFSI vision, objectives and approach to foster a greater understanding and uptake of GFSI approaches with relevant local audiences.
- To be ambassadors and represent GFSI at meetings, conferences and seminars.
- To build a network with public institutions, academia and other trade associations to share the GFSI approach.
- To create linkages with public policy makers in conformity with the PPPs business plan of the Local Group.
- To gather and share feedback on the uptake and impact of the GFSI approach within the region.
- To support the work of the Working Groups by acting as a regional and local relays for communication and implementation of specific projects (e.g. Global Markets, Auditor Competence) and reporting back to those Working Groups on activities in their geography.

The Local Group is prohibited from undertaking any lobbying on behalf of their own business or Trade Associations and must always act in the interests of the GFSI Coalition objectives and in conformity with CGF anti-trust rules.

Any outcomes and publications from Local Groups or Sub Working Groups are the Intellectual Property of the GFSI unless already owned and declared by a contributing member.

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The Local Groups work in close cooperation with the GFSI Coalition Team and the GFSI Steering Committee.

### B.2 Work Plan

Each Local Group establishes its work plan, objectives and expected outputs in line with the mandate given above. A template for the production of this work plan is given in Annex VII. The work plan must be agreed with the GFSI Coalition Team and then presented to the GFSI Steering Committee for approval annually.

The Local Group must not engage in any pilot schemes or projects and must not establish any sub groups, codes of practice, positions, standards or certification processes without authorisation by the GFSI Coalition Team and GFSI Steering Committee.

### B.3 Communication

The GFSI Local Groups shall abide by the general Communication Rules and Regulations outlined in the Code of Ethical Conduct (See Article XI). The Local Groups are not authorised to create any social media account in the name of GFSI. Local Groups are provided with dedicated hashtags for their countries. The GFSI brand, GFSI logo and the Global Markets Programme brand is the property of the Consumer Goods Forum.

## C. Local Group Composition

There is no limit to the number of members within a Local Group but they should comprise no more than 25% of non-retail and manufacturer members. Each Local Group shall be as balanced as possible between stakeholders from the following sectors:

- Retail/Wholesale.
- Distribution.
- Food service/Catering.
- Manufacturing.
- Primary Production.
- Certification Programme Owners.
- Certification bodies.
- Academia.
- Service providers to the food industry
- Other relevant supply chain participants

Depending on the strategic local priorities of the Local Groups, other partners such as the following stakeholders can have an observer status at the Local Group subject to approval by the GFSI Coalition Team (also see Section J):

- Government
- Other associations

Only one representative per company is allowed.

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For Local Groups where several countries should be represented, the group should aim to have a minimum of one representative per country. The GFSI Coalition Team, GFSI Steering Committee and CGF Governance Committee, if relevant should prioritize together a list of countries that are to be represented at the Local Group level for GFSI / CGF strategic priorities.

The Local Group will decide if it will divide into sub-groups in order to achieve its mandate or set up multi-stakeholder Working Groups. This must be agreed with the GFSI Coalition Team. All members of such groups must commit to adhering to this Article (VIII) of the GFSI Governance Model and Rules of Procedure together with the GFSI Code of Ethical Conduct as defined in Article XI. They must also sign, endorse and abide by the GFSI Local Group Members Statement of Commitment (Annex IX).

To ensure the opportunity for succession of new Local Group membership, there shall be an annual review of membership to allow for either a replacement or for reappointment of members as necessary to keep the group effective.

## D. Members candidacy and appointment process

### D.1 Roles and Responsibilities

Local Group members work collaboratively to achieve the objectives of the GFSI Local Group, according to its mandate and under the guidance of the Local Group Co-Chairs and the GFSI Coalition Team and GFSI Steering Committee.

### D.2 Eligibility/Nomination and Appointment

In establishing membership of a new Local Group the following approach should be adopted:

- Preparation of a brief and specific call for nomination (profile of members, mandate, etc.)
- Public call for participation for three weeks on the GFSI website or through relevant communication channels for the locality.
- Experts apply according to the details requested in the brief (CV, application letter, letter of endorsement from business.)
- The GFSI Coalition Team and, where additional advice is deemed necessary, the GFSI Steering Committee select the most suitable members according to the criteria presented in the brief and in alignment with the present rules.

Written assurance on the independence and objectivity of the election process is available upon request by contacting the GFSI Coalition team.

Once established, nomination and appointment of new members of the Local Group and its sub groups can be made by the Local Group Co-Chairs and the GFSI Coalition Team in accordance with the requirements detailed in the original brief and specific call for nomination.

Local Group members cannot be substituted with another representative of their organisation without prior agreement with the Local Group Co-Chairs and the GFSI Coalition Team.

### D.3 Terms of Office and Re-appointment

There is no maximum duration for membership of a Local Group.

Local Group membership is reviewed on an annual basis by the Co-Chairs and the GFSI Coalition Team (see Relief of Duty, below) and agreed with the GFSI Steering Committee, where necessary.

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## E. Meetings and Participation

Each Local Group should meet on a minimum of two occasions annually although it can decide if it wants to meet more frequently. Local Groups not meeting at a suitable frequency will be reviewed by the GFSI Coalition Team and may be terminated. A draft agenda will be circulated 4 weeks in advance of the meeting and a final agenda no later than 1 week before the meeting.

Each Local Group will establish a clear agenda and communication process. This process shall be reviewed and validated by the GFSI Coalition Team. Meeting minutes will be prepared and shared with Local Group members and the GFSI Coalition Team.

Papers for meetings will be circulated to members at least one working week prior to the meeting.

Every agenda shall contain, as its first item, a statement regarding Competition and Antitrust as detailed in Article XI Section I. The Co-Chairs of the meeting shall read such statement at the start of each meeting, and the minutes shall record that this has been undertaken.

Minutes will be taken for all meetings, initially agreed with the Co-Chairs and then circulated to members for agreement within 2 weeks of the meeting and final minutes issued no later than 4 weeks after the meeting.

An executive summary of the items discussed at the meeting and key decisions taken will be produced and made accessible on the GFSI website within 4 weeks of the meeting.

All costs and expenses for participants' participation in any or all activities of the GFSI Local Group must be covered by the organisations that they represent.

Note: In some countries, local regulations may require prior approval of the Local Group Agenda and Minutes with the GFSI Legal Counsel. This should be determined with the GFSI Coalition Team.

## F. Decision Making

The Local Group Co-Chairs facilitates decision-making amongst the Local Group. The Local Group Co-Chairs will facilitate decision-making through consensus amongst the Local Group. For a Local Group to take place a quorum must be reached. The quorum is reached when more than 50% of Local Group members are present. If this condition is not satisfied, a new meeting with a quorum must be scheduled or if the meeting cannot be rescheduled any decisions agreed must be referred to those Local Group members not present for ratification in accordance with the decision making criteria (below). Furthermore, the Local Group Co-Chairs and GFSI Coalition Team may determine that attendance indicates a predominance of interest for any single stakeholder group, and in such case, may cancel the meeting.

When documents are modified extensively during a meeting, the documents will be circulated for comment and approval ahead of a final decision being taken or ahead of a vote taking place.

Decisions are taken according to the following:

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- All members are expected to participate in decisions.
- Decisions that are not consistent with the scope or remit of the Local Group must be referred back to the GFSI Coalition Team and GFSI Steering Committee for approval to change the scope.
- Decisions should as far as possible be by consensus i.e. all members agree to support the decision even if it is not their preferred option.
- If consensus cannot be reached on a proposed activity at Local Group level, decisions will be put to a vote (one vote per company). In the spirit of maintaining a bias to action, if a balanced majority of more than two thirds are in favour and provided that there is a sufficient critical mass of companies committing to implement then the action will be taken as agreed. This balanced majority must include a reasonable balance of manufacturers and retailers.
- If a member of the minority opposed to action has concerns about the decision, they should seek to resolve them in the first instance with the Co-Chairs of the Local Group but may also appeal to the GFSI Steering Committee.
- If a recommended action fails to achieve the two thirds majority, the Co-Chairs or GFSI Coalition Team may choose to escalate the issue to the GFSI Steering Committee.
- If the GFSI Steering Committee cannot reach a consensus or a two thirds majority, then the proposed action will lapse.

## G. Behaviour and Code of Conduct

Local Group Members must commit to adhering to this Article (VIII) of the GFSI Governance Model and Rules of Procedure together with the GFSI Code of Ethical Conduct as defined in Article XI. They must also sign, endorse and abide by the GFSI Local Group Statement of Commitment (Annex IX).

Local Group members will be required to re-sign Annex IX (GFSI Local Group Members Statement of Commitment) every 3 years upon re-election to the Local Group and when any major changes occur to the GFSI Governance Model and Rules of Procedure affecting the Local Group.

Local Group members will also be required to submit an annual self-assessment (see Annex IV) detailing their contribution to the delivery of the overall GFSI Mandate (Article II) and the specific Mandate of the Local Group.

## H. Relief of Duty

The office of a Local Group Member shall terminate in the event of:

- Voluntary resignation.
- Change of employer or retirement.
- Dismissal by the Local Group Co-Chairs, the GFSI Coalition Team or the GFSI Steering Committee for failure of a Working Group member to fulfil the Behaviour and Code of Ethical Conduct requirements outlined above in Article VIII.G.

In the event that an individual fails to achieve the agreed levels of commitment, that member will be dismissed from the group and appropriate alternative nominations to the Local Group shall be made by the Local Group, GFSI Coalition Team or the GFSI Steering Committee.

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In the event that the Co-Chairs, the GFSI Coalition Team and the GFSI Steering Committee remove and replace a member for reasons such as absenteeism, lack of contribution or lack of respect for the Behaviour and Code of Ethical Conduct, other members of the Local Group shall be informed of the circumstances and the record shall be included within the meeting minutes.

## I. Co-Chairs

### I.1 Appointment

The GFSI Coalition Team shall appoint two Co-Chairs, one from a retail CGF member and one from a manufacturer CGF member for each Local Group for the duration of the planned activity. The Co-Chairs must be CGF members and their companies must be signatories to the GFSI Coalition of Action and must have received a letter of endorsement from a senior member of their organisation.

The Co-Chairs will be required to attend (physically or by video conference) a 1-2 day induction and must additionally allocate a minimum of one day every month to GFSI Local Group activities.

Annually, the Co-Chairs report on Local Group activity to the GFSI Coalition Team and GFSI Steering Committee and in addition shall carry out any duties agreed upon by the GFSI Coalition Team and the GFSI Steering Committee in the specific Local Group work plan. In order to deliver their duties it is a requirement that the Chair be fluent in English.

The Co-Chairs shall:

- Chair the Local Group Meetings. To this end, they are responsible for opening and closing the meetings, steering discussions, ensuring observance of the rules, announcing voting decisions, reviewing meeting agendas, working papers and minutes, and reporting to the GFSI Coalition Team.
- Ensure that the Local Group operates to the agreed mandate and where matters extend beyond its perceived remit to escalate this to the GFSI Coalition Team.
- Ensure that the views of all Local Group members are reflected in discussions and decisions.
- Ensure that notes are taken by a member of the group and they must approve meeting notes as a true record of meetings.
- Ensure efficient and effective meetings of the Local Group.
- Consider the work programme and form subgroups to deliver specific work items where necessary and relevant, and with the approval of the GFSI Coalition Team.
- Ensure that new members participate in a comprehensive induction process.
- Determine with the GFSI Coalition Team whether meeting attendance indicates a predominance of interest for any single stakeholder group.
- Work with the GFSI Coalition Team and the GFSI Steering Committee to ensure that the composition of the Local Group is balanced and that the commitment of all its members is tracked through attendance and activity.
- Report back with the GFSI Coalition Team to the GFSI Steering Committee on the progress and impact of the Local Group's work.

In the absence of a Co-Chair a meeting may proceed under the Chairmanship of a single Co-Chair.

### I.2 Term of office

A Local Group Co-Chair is appointed for three years, after which they can be re-appointed for successive

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two year periods. At the end of a Local Group member's term(s) as Co-Chair, he or she may remain as a Local Group member for the remainder of his or her term as governed by the Local Group member term limits.

### I.3 Behaviour and Code of Conduct

Local Group Co-Chairs must commit to adhering to the same conditions as required for Local Group members (Article VIII.G.)

### I.4 Relief of duty

The conditions for the Relief of Duty of the Co-Chairs are the same as for the Local Group members as outlined in Article VIII.H. A Co-Chair could also be released of their duty should they fail to perform their duties effectively as outlined in Article VIII.I.1.

### I.5 Replacement

In the event of the Co-Chair being prevented from fulfilling their duties mid-term the GFSI Steering committee, Sub Committee and / or the GFSI Coalition team will appoint a replacement from within the Local Group.

## J. Observers

To support and promote the objectives of GFSI, observers may be invited to the face-to-face meetings of the Local Groups. In each case, the observer will have confirmed in writing that they have read and understood the GFSI Code of Ethical Conduct including these specific rules to which they must adhere:

- Attendance depends on the approval of the Co-Chairs and the GFSI Coalition Team and is limited to two observers per group on a first come first serve basis.

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# Appendix 2: Countries included in the Europe, Middle East and Africa Local Group

## 1. Europe<sup>1</sup>

<b>Eastern Europe</b>	Belarus	Bulgaria	Czechia
	Hungary	Poland	Republic of Moldova
	Romania	Russian Federation	Slovakia
	Ukraine		
<b>Northern Europe</b>	Åland Islands	Guernsey	Jersey
	Sark	Denmark	Estonia
	Faroe Islands	Finland	Iceland
	Ireland	Isle of Man	Latvia
	Lithuania	Norway	Svalbard and Jan Mayen Islands
	Sweden	United Kingdom of Great Britain and Northern Ireland	
<b>Southern Europe</b>	Albania	Andorra	Bosnia and Herzegovina
	Croatia	Gibraltar	Greece
	Holy See	Italy	Malta
	Montenegro	North Macedonia	Portugal
	San Marino	Serbia	Slovenia
	Spain		
<b>Western Europe</b>	Austria	Belgium	France
	Germany	Liechtenstein	Luxembourg
	Monaco	Netherlands	Switzerland

## 2. Middle East<sup>2</sup>

Bahrain	Cyprus	Egypt	Iran	Iraq
Israel	Jordan	Kuwait	Lebanon	Libya
Oman	Qatar	Saudi Arabia	State of Palestine <sup>1</sup>	Sudan
Syria	The West Bank	Turkey	United Arab Emirates	Yemen

## 3. Africa

<b>Northern Africa</b>	Algeria	Egypt	Libya
	Morocco	Sudan	Tunisia
	Western Sahara		
<b>Eastern Africa</b>	British Indian Ocean Territory	Burundi	Comoros
	Djibouti	Eritrea	Ethiopia
	French Southern Territories	Kenya	Madagascar
	Malawi	Mauritius	Mayotte
	Mozambique	Réunion	Rwanda
	Seychelles	Somalia	South Sudan
	Uganda	United Republic of Tanzania	Zambia
	Zimbabwe		
<b>Middle Africa</b>	Angola	Cameroon	Central African Republic
	Chad	Congo	Democratic Republic of Congo
	Equatorial Guinea	Gabon	Sao Tome and Principe
<b>Southern Africa</b>	Botswana	Eswatini	Lesotho
	Namibia	South Africa	
<b>Western Africa</b>	Benin	Burkina Faso	Cabo Verde
	Côte d'Ivoire	Gambia	Ghana

	Guinea	Guinea-Bissau	Liberia
	Mali	Mauritania	Niger
	Nigeria	Saint Helena	Senegal
	Sierra Leone	Togo	

<sup>1</sup>: As defined by the United Nations in <https://unstats.un.org/unsd/methodology/m49/>

<sup>2</sup>: As defined by the Encyclopaedia Britannica at <https://www.britannica.com/place/Middle-East>