

Terms of Reference (March 2020)

1. Background

The Retail Soy Group (RSG) was formed in 2013 to address a sector-wide gap in delivering demand for sustainably produced soya. It is an independent group of international retailers working collaboratively to find industry-wide solutions for soy for their animal feed and human supply chains.

The RSG is facilitated, advised, and represented externally by sustainable commodities experts, [3Keel](#).

2. Aims & objectives

The principal aim of the RSG is enable the acceleration of efforts to address the environmental and human sustainability issues associated with soy production, principally in animal feed as more than 90% of member soy use is within livestock-based products.

Group objectives are established within an annual workplan to reflect the dynamic and evolving nature of the soy supply chain. The RSG is neutral towards certification schemes as long as the core principles and criteria agreed by the group are covered within their frameworks.

3. Group Principles

Retailers

- We are working towards a market where sustainable soy is the norm. This is defined as soy that is produced in what that is:
 - A. deforestation and land conversion free;
 - B. legal; and,
 - C. provide net benefits for people and the environment
- Attaining sustainable soy will need to be achieved through a combination of approaches that includes certification as well as landscape scale solutions, where appropriate. This includes initiatives such as the Amazon Soy Moratorium.
- A cut-off date for demonstrating adherence to these principles will be present within relevant landscapes.
- Specific positions and policies on soy in food and feed are made publicly available.
- Reporting of progress towards these aims at least annually within company reports or other collective reporting initiatives (e.g. national roundtables) in a standardised format.

Supply Chain

- A physical supply chain is required to ensure that the protections and premiums associated with our purchases are supporting soy producers. A physical supply chain

is defined as one that demonstrates a relevant area mass balance or segregated supply at the point of importation.

- Our suppliers should have action plans in place for providing transparency and the ability to deliver deforestation free and sustainable soymeal in line with our individual company policies by 2022.
 - A. Transparency is considered where we as retailers have visibility of soy throughout the supply chain to the first importer of soy.
- Standards that achieve these aims can be assessed on the ITC Standards Map tool.
- Responsibility for achieving these aims is shared between all actors in the supply chain.

Standards

- Transparency in how these principles and criteria are being addressed by the full public availability of standards and schemes.
- Data and information related to the purchasing and sales of material that has been certified to standards to be disclosed annually.
- Periodic, at least annual, disclosure of the degree to which certified volumes are related to producing regions at the municipality level should be publicly available.

4. Compliance with competition law

We all share a commitment to ensure that the activities of RSG are conducted in full accordance with competition law. In order to achieve that end, all members of RSG ("Members") agree that they shall not engage in any activity or conduct which could constitute a breach of competition law. More specifically, all Members agree that they will not discuss, communicate or exchange any commercially sensitive information, including information relating to prices, marketing and advertising strategy, costs and revenues, profit margins, trading terms and conditions with third parties, including purchasing strategy, terms of supply, trade programmes, or distribution strategy. Each Member is ultimately responsible for its own compliance with competition law and must rely on its own independent legal advice.

5. Membership

Any retailer that commits to that accepts the Terms of Reference of the RSG may become a member upon payment of a membership fee.

- Each member is defined as a single representative from one corporate entity. Subsidiaries and multiple country offices are considered separate members for the purpose of meeting attendance.
- Members must be representatives of their organisations and be a competent individual with commensurate professional responsibility and authority from their company to consider pertinent issues and to contribute to furthering the aims of the Group.
- All Member companies agree to actively contribute to the aims and objectives of the RSG and to act in a manner consistent with the ambitions of the group.
- Members may bring one guest to each meeting.
- Membership is active on a 12-month rolling basis from October.

- The operational costs of the RSG are shared equally amongst members and are the payable at the start of each annual period.
 - A. New members joining after the start of a period will pay the full year membership cost pro-rated on a quarterly basis from the next quarter.
 - B. Additional funds for the RSG through additional membership will be spent in a manner agreed by the RSG. Should there still be a balance at the end of the year a credit will be allocated to all RSG members towards the next year fee.
- All new Members will be inducted to the RSG by the Representative.
- All members receive 1-day of confidential support from 3Keel each year.
- Decisions will be made by consensus as defined as being the absence of objection of any individual member within a reasonable timeframe communicated in writing to Members.

6. Representative

- The RSG has appointed Will Schreiber from [3Keel](#) to facilitate the group and represent its interests with third parties – standards bodies, industry groups, and other relevant forums.
- Meetings of the RSG are organised by the Representative.
- The Representative will act in a manner consistent with the expectations and decisions made by the RSG.

7. Ways of Working

An annual workplan with focus areas, objectives, and priorities is agreed by the RSG in October of each year. The Representative is responsible for developing the workplan in coordination with the Members.

- The RSG meets face-to-face quarterly at dates for the following year agreed in October.
- Face-to-face meetings occur in multiple geographies over the course of the year, including at least one meeting on the Continent.
- Meetings are Chaired by RSG members. Every RSG member will have the opportunity to Chair the group via a rota maintained by the Representative.
- The Chair has additional requirements to support the functioning of the face-to-face meeting. This includes:
 - A. Signing off the Agenda
 - B. Reviewing meeting materials before they are circulated to the RSG
 - C. Attending a pre-meeting call with the Representative
 - D. Chairing the meeting
- If a Chair is not available, the Representative will seek to find an alternative or a Chair will be nominated on the day.
- Members will contribute to the development of the agenda for all face-to-face meetings. Draft agendas will be circulated by the Representative at least one month prior to the meeting to the Chair, and at least two weeks prior for all Members.
- Members are expected to read the agenda and material summaries prior to meetings to promote an atmosphere of informed discourse.
- Notes and actions are maintained and sent to RSG members within 48 hours of meetings.

- Additional ad-hoc meetings on specific subjects may occur at the discretion of the group and the agreement of the Representative.

8. Confidentiality

Members shall treat all information relating to discussions obtained via their membership of the RSG, and which is not in the public domain, as confidential. Furthermore, confidential Information will only be used by an RSG Member for the purposes of achieving the aims described in these Terms of Reference.

Subject always to compliance with competition law and members' responsibilities under section 2 of these Terms of Reference, this duty of confidentiality shall not prevent one member from sharing confidential data with either another RSG member or a supplier with which it is in a contractual relationship.

This duty of confidentiality shall not prevent any member from disclosing confidential information when it is under a legal duty to do so. All member information will be treated as confidential and will only be disclosed to the RSG Representative and the respective member, with prior approval from the respective member.

9. How to Join

Membership is attained by:

1. E-mail confirmation of the acceptance of the Terms of Reference to Will@RetailSoyGroup.org.
2. Absence of objection from any existing RSG member.
3. Payment of membership fee.