



GRAIN TRADE AUSTRALIA LTD
ACN 097 228 656

CHARTER OF THE GTA SECTOR COUNCILS

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REF: GTA SECTORCOUNCIL CHARTER_BOARDAPPROVED_220518A

1. THIS CHARTER

Grain Trade Australia Ltd was registered as a public company limited by guarantee on 22 June 2001.

The Company was formed with the object of facilitating trade within the Australian Grains Industry by;

- (a) promoting the interests of those involved in the Grain Industry on a national basis
- (b) promoting harmony and good relations in the Grain Industry and safeguarding the interests of persons and firms engaged in the Grain Industry
- (c) guarding and maintaining a high reputation for the Grain Industry in commercial life and to promote the ethical and financial accountability of the membership of the Company
- (d) co-operating with persons in promoting matters beneficial to the Grain Industry and its participants
- (e) assisting Government at all levels to formulate policy to permit the more efficient operation of the Grain Industry
- (f) providing an apolitical and unbiased forum for discussion and debate of issues relevant to the Grain Industry
- (g) encouraging marketing between recognised and reputable organisations; and
- (h) providing all participants in the Grain Industry with the most efficient trading tools and dispute resolution mechanisms.

This Charter sets out an overview of the functions and responsibilities of the Sector Councils of Grain Trade Australia Ltd.

This Sector Council Charter is not an all-inclusive document and should be read as an expression of the principles to be applied for optimising corporate governance and accountability. The Board will review and update (if necessary) the Sector Council Charter on an annual basis.

To enable GTA to represent the interests of certain segments and sectors of the grains industry and to fulfil its charter to "facilitate trade" by way of provision of the most efficient trading tools and dispute resolution mechanisms, GTA relies on various Sector Councils. The Role and Membership, Scope of Operation and Specific Objectives for individual Councils are detailed in the Terms of Reference (Addendum 1 to X).

2. ROLE OF THE SECTOR COUNCILS

- 2.1. Sector Councils are established by the GTA Board of Directors and their role is to consider those issues listed in the appropriate Terms of Reference (Addendum 1 to 4), and any subsequent amendment and other subsequent issues that may have a potential impact on GTA members, and to consult the Board on appropriate action.
- 2.2. The Council can make recommendations to the Board but final determination resides with the Board.
- 2.3. Where the Board rejects one aspect of a recommendation, the recommendation will fail in totality and be referred back to the relevant Council.
- 2.4. The Council shall have no executive powers with respect to its findings but shall make recommendations to the Board.
- 2.5. The Council shall have the authority, on behalf of the Board, to seek information through GTA from members and non-members, where appropriate, and industry groups, with respect to issues under consideration by the Council.
- 2.6. The Council shall have no power with respect to complaints brought by industry participants or Members. Such issues shall be dealt with by executive management in conjunction with Board members where appropriate.

3. MEMBERSHIP

- 3.1. GTA Sector Councils consist of a group of GTA members (the Council) and an executive committee.
- 3.2. The executive committee of the Sector Council shall consist of at least five and no more than ten members drawn from the Council, excluding the Chair.
- 3.3. All Sector Council members must be financial GTA members.
- 3.4. A Sector Council is formed of GTA members with significant involvement or interest in the respective sector of the Australian grain industry. A Sector Council may include more specific membership descriptions the Terms of Reference for that Council.
- 3.5. GTA members interested in joining the Sector Council may apply to the executive committee of the Council, which will review the application and recommend to the GTA Board for ratification the admission or not of the member to the Council.
- 3.6. On an annual basis the members of each Sector Council will nominate their intention to continue or not to be members of the Sector Council for the forthcoming year. Nominations will be submitted to the GTA Board for ratification in the month prior to the GTA annual general meeting.
- 3.7. On an annual basis the members of each Sector Council will select via a member vote the Chair and members of the Council's executive committee, with the positions submitted to the GTA Board for ratification in the month prior to the GTA annual general meeting.
- 3.8. Executive positions of the Sector Council are effective from the conclusion of the GTA Board meeting immediately following the GTA annual general meeting.
- 3.9. At least one member of the Sector Council executive committee must also be a GTA Board Member. If the Sector Council is unable to comply with this requirement, GTA will appoint a GTA Director as a Council executive committee member.
- 3.10. The Sector Council executive committee members do not represent the interests of a specific member organisation but rather act in the best interests of Council as a whole.

3.11. Council executive committee members may not have substitutions or alternatives, however observers may attend executive committee meetings on the prior authority of the Council Chair.

3.12. The Board has discretion to vary appointments to the Sector Council executive committees at any time upon the recommendation of the Council Chair.

4 ASSISTANCE TO THE COUNCIL

4.1. The Sector Council executive committee may invite any member of the industry, including GTA staff, to join the Council executive committee in an advisory capacity and determine their ongoing involvement in the committee.

4.2. Such advisers are not deemed to be members of the committee for the purposes of voting, calling a meeting or constituting a quorum.

4.3. The Chief Executive Officer shall appoint a Secretary to the Council. The Secretary is not a member of the Council.

5 MEETINGS

5.1. The Chair will take the chair at all meetings of the Council and executive committee. In the Chair's absence the Chair will nominate a Deputy Chair.

5.2. GTA will provide the secretariat for all Council meetings.

5.3. Convening a Meeting

- (a) The Chair, in consultation with GTA management, may at any time convene a meeting of the Council or executive committee.
- (b) Any three Council Members may request the Chair to convene a meeting. The discretion to convene the meeting rests with the Chair and GTA management.
- (c) Not less than seven clear calendar days oral or written notice of a meeting of the Council or executive committee will be given to each Council member unless members agree to the holding of a meeting at shorter notice on the basis that a quorum is available to meet.

5.4. Conduct of meetings

- (a) The business to be considered by a meeting of the Council or executive committee shall be only those matters, which relate to the objectives detailed in the Terms of Reference of the Council.
- (b) Meetings of the Council or executive committee shall be held by the members being present in person at the appointed time and place for the meeting, unless the Chair determines that the meeting or all meetings may be held by:
 - telephone linkup between all members of the Council or executive committee who are able to participate, or
 - any other means of communication by which all members of the Council or executive committee who are able to attend the meeting are able to speak to and hear each other.

5.5. Quorum

- (a) The quorum necessary for the transaction of the business of the Council shall be no less than seven of the members of the Council.
- (b) The quorum necessary for the transaction of the business of the executive committee shall be no less than four of the members of the committee.

5.6. Voting

- (a) Each Member at a meeting of the Council or executive committee, with the exception of the GTA staff member when called upon by the Chair, will be entitled to cast a vote on any recommendation put to the meeting.
- (b) The Chair shall have a deliberative vote.
- (c) A majority of two-thirds of members present at a meeting is required to approve a recommendation or motion put to the Council or executive committee.

5.7. Attendance at Meetings

- (a) Members will be noted as attending a meeting when they are present at the commencement of a meeting or submit an apology for late attendance that is noted by the Council Chair.
- (b) Members will be noted as apologies to a meeting where they have lodged an apology with the Council Secretary prior to commencement of the meeting.

6 REPORTING

6.1. The Chair of the Council shall forward recommendations from the Council and executive committee to the Board and report on Council or executive committee deliberations.

6.2. The Secretary of the Council shall circulate the Minutes of each meeting to:

- All members of the Council and executive committee
- The GTA Chief Executive Officer, and
- GTA staff assisting the Council at that time.

7 FUNDING

7.1. GTA does not provide as a matter of course, travel and accommodation or sitting fees to Council members. Council members need to be able to finance these aspects of their role from their own means.

7.2. In exceptional circumstances, reasonable out of pocket expenses may be incurred with prior approval of GTA CEO or the Chair.

8 INDEMNITY

8.1. The Chair, Members, GTA staff assisting the Council and secretariat of the Council will be at all times be indemnified by GTA in respect of all liability, loss, damage, expense and claims whatsoever arising from any agreed Council actions or decisions taken in good faith by the Council.

9 CONFIDENTIALITY

9.1. In order to ensure that Members of the Council are able to participate fully in the Council, GTA may provide certain information, which GTA considers is confidential, and conversely Members of the Council may provide certain information, which the Council considers is confidential. All parties will be required to retain such information as confidential and agree to abide by the Confidentiality Agreement (Addendum 5).

10 MEDIA ACTIVITIES

10.1. All members of the Sector Council shall adhere to the GTA Media Relations Policy. This Policy requires all media activities will be handled by the GTA Chair or the GTA CEO. A Sector Council Chair may be permitted to discuss, give interviews or otherwise engage in media activities that relate to

their role, activities and/or deliberations within the Council with the prior approval of GTA Chairman (or CEO).

11 SUBCOMMITTEES

- 11.1 A subcommittee may be appointed by the Sector Council executive committee to review specific issues as directed by the executive committee.
- 11.2 A subcommittee may be ongoing or compiled for a specific task.
- 11.3 A subcommittee will only review issues as directed by the executive committee. However, the subcommittee may review other issues as it identifies when considering matters raised by the executive committee.
- 11.4 Subcommittee members are to be appointed by the executive committee for the term of the executive committee membership, or a lesser time as determined by the executive committee.
- 11.5 Members of the subcommittee may be drawn from the Sector Council. Members of the executive committee can nominate individuals (employed by or a member of the organisation of the Sector Council member) to a subcommittee. The nominee will have delegated authority to make decisions on behalf of the executive committee member who nominated them.
- 11.6 The Chair of a subcommittee shall be nominated by the executive committee. The Chair is to be the Secretariat unless otherwise determined.
- 11.7 A quorum or minimum number of members is not required for a subcommittee to be formed or meet.
- 11.8 The number of subcommittee meetings shall be determined by the executive committee or left to the discretion of the subcommittee.
- 11.9 Minutes of each meeting are to be kept and provided to the executive committee.
- 11.10 The subcommittee is to make recommendations to the executive committee via those subcommittee minutes.
- 11.11 Final determination of recommendations from the subcommittee resides with the executive committee.
- 11.12 Unless otherwise stated, all other elements of this Council Charter apply to subcommittees.

12 SUBMISSIONS TO THE COUNCILS

- 12.1 Unless marked “CONFIDENTIAL NOT FOR PUBLICATION” or similar, all submissions to the Sector Councils may be published on the GTA website.

VERSION CONTROL

Version Number	Issue Date	Nature of Amendment
1	22 May 2018	Approved by GTA Board

ADDENDUM

Addendum 1 to X

TERMS OF REFERENCE for the GTA SECTOR COUNCILS

1. Australian Grain Exporters Council
2. others to be added as appropriate

Addendum 6

CONFIDENTIALITY AGREEMENT for the GTA SECTOR COUNCILS

Addendum 1
AUSTRALIAN GRAIN EXPORTERS COUNCIL
TERMS OF REFERENCE

1 ROLE and MEMBERSHIP

As a Sector Council of Grain Trade Australia, the role of the Australian Grain Exporters Council (AGEC) is to consider those issues listed below, and other subsequent related issues.

The Australian Grain Exporters Council is formed of GTA members with significant involvement in the export market.

2 SCOPE OF OPERATION

The GTA Sector Council Charter applies to the Australian Grain Exporters Council.

The Australian Grain Exporters Council shall make recommendations to the Board on issues that are of importance and direct impact on exporters of grain from Australia. This may include issues within the supply chain, trade policy matters, sanitary and phytosanitary measures, and issues of Government policy or practice that may impact the sector. The Council will focus on matters with operational risk and commercial impact.

In addition the Council will, as they relate to the issues above:

- (a) Act as an advocate and provide leadership for the Australian grain export sector;
- (b) Assist GTA to act as an advocate for the grain industry; and
- (c) Provide support and advice to other GTA Sector Councils and Technical Committees
- (d) Support GTA education and training activities

3 SPECIFIC OBJECTIVES

The Council shall:

1. Monitor local and international grain environments and policies and develop appropriate responses for the Australian grain industry where required.
2. Where required assist GTA to liaise and collaborate with industry supply chain organisations and/or government in developing appropriate responses to developments in local and international grain environments and policies.
3. Promote and encourage, within a framework of free enterprise, facilitation of trade within Australia and internationally the production, distribution, processing and marketing of grain both domestically and overseas.
4. Assist and promote just and equitable trading relationships and discourage and oppose all types of restrictive trade practices.
5. With a view to protecting the rights of or assisting generally exporters of grain, monitor and investigate existing and proposed legislation, rules or ordinances in Australia and internationally that may affect the Australian grain industry and make recommendations to address concerns.
6. Investigate and develop actions as may be available against the implementation of unreasonable taxes or levies upon the exporting of grain.
7. Engage with stakeholders to encourage increased efficiency and productivity in the Australian grain industry while also encouraging increased respect, understanding and cooperation with all parties in the grain supply chain.

8. Communicate the views and policies of the Council through the executive committee developing submissions, presentations, participating in discussions and making comments as appropriate to industry associations, forums, government and media.

Addendum 6

GTA SECTOR COUNCIL CONFIDENTIALITY AGREEMENT

BACKGROUND

- (a) The Member is a member of a GTA Sector Council (Council).
- (b) In order to ensure that the Member is able to participate fully in the Council, GTA may provide certain information, which GTA considers is confidential.
- (c) Members will be informed of information deemed to be Confidential by notification on supplied documents or verbally or other appropriate means.
- (d) Council Members participate on the Council to represent the best interests of all GTA Members and the broader grain supply chain.

With that understanding, Council members will demonstrate good sense in the distribution of any Council documents within their immediate executive or Council in order to develop a position on relevant issues. Council documents are not for distribution outside these boundaries.

- (e) The parties agree to be bound by the terms and conditions set out below and the Terms of Reference of their respective Council contained in this Charter.

AGREEMENT

1 CONFIDENTIAL INFORMATION

A reference to Confidential Information' means:

- (a) Sector, business, commercial and other information, documents and samples which are divulged or provided by GTA or by another person on behalf of GTA, whether in writing or otherwise, to the Member concerning or in connection with the Council,
- (b) All confidential information including, but not limited to, trade secrets, confidential know how relating to GTA or a corporation related (as that term is used in the Corporations Law) to GTA from time to time; and
- (c) this agreement.

2. CONFIDENTIALITY

- (a) The Member agrees that the Confidential Information is and will remain the property of GTA.
- (b) The Member will use an appropriate standard of care and diligence to safeguard the Confidential Information and keep it confidential.
- (c) The Member may use Confidential Information solely for the purpose of performing your duties and responsibilities on the Council.
- (d) The Member must not make any use of the Confidential Information or any part of it except for the purposes referred to in clause 2 (c) above.

3. DISCLOSURE

- (a) Except as permitted by clause 2.(c) the Member will not disclose the Confidential Information to any third party without the prior approval of GTA.
- (b) The Member may only disclose confidential information to persons who:
 - i. are aware and agree that the confidential information must be kept confidential; and
 - ii. have signed any confidentiality agreement required GTA, from time to time; and
 - iii. have a need to know (and only to the extent that each has a need to know).
- (c) Your obligations as to confidentiality do not extend to information that (whether before or after the day which you sign this agreement):
 - i. is public knowledge (otherwise than as a breach of this agreement); or
 - ii. is required by law to be disclosed.
 - iii. disclosed with the prior approval of GTA.
 - iii. was known to the Member prior to the date upon which Confidential Information was first supplied to the Member of GTA.
- (d) Prior to any use or disclosure in reliance clause 3, the Member must give notice to GTA with full details of the circumstances of the proposed use or disclosure and of the relevant information to be used or disclosed. The Member must give GTA a reasonable opportunity to determine whether the proposed use or disclosure is in accordance with clause 3.
- (e) On request by GTA, the Member will return to GTA all Confidential Information in written or material form.
- (f) Immediately upon the ceasing to be a member of the Council, you must return to GTA (if requested):
 - i. all confidential information (as defined in clause 1;
 - ii. those parts of all notes and other records based on or incorporating confidential information; and
 - iii. all copies of the material referred to in clause 1; in your possession, custody or control
- (g) Your obligations under clause 3 continue after you cease to be a member of the Council, except in respect of information that is part of your general skill and knowledge.

4. MISCELLANEOUS

- (a) Nothing contained in this document will in any way restrict either party's rights and activities and no agency, partnership, contract of employment, joint venture or other relationship is created by this document.
- (b) This document is governed by the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts.