

## **SHEEP SUSTAINABILITY FRAMEWORK BOARD TERMS OF REFERENCE**

### **1 Background and Purpose**

- 1.1 The Sheep Sustainability Framework Board (**SSFB**) is a panel established by Sheep Producers Australia (**SPA**) and WoolProducers Australia (**WPA**) and supported by Meat & Livestock Australia (**MLA**) and Australian Wool Innovation (**AWI**).
- 1.2 The Sheep Sustainability Framework was initiated by Australia's sheep industry leaders to demonstrate the industry's sustainable practices, identify areas for improvement, and better communicate with customers and consumers. It was launched in April 2021.
- 1.3 The objectives of the SSFB are to lead the governance for the Sheep Sustainability Framework (SSF) where it is responsible for decisions and approvals concerning the SSF.
- 1.4 The Board is accountable to the two Peak Industry Councils (**PICs**), SPA and WPA.
- 1.5 The SSFB acts in accordance with these terms of reference (**TORs**).

### **2 Role and responsibilities of the committee**

- 2.1 The role of the SSFB is to provide advice and make recommendations to MLA on:
  - (a) The interests of a range of industry stakeholders are recognised and relevant issues are addressed;
  - (b) Approving the 3-year strategic plan and annual operating plans;
  - (c) Approving the annual SSF report and launch event;
  - (d) Deciding and approving the appointment of Chair – SSF Steering Group;
  - (e) Approving the composition of the SSF Steering Group; and
  - (f) other issues relating to SSF as the Panel considers appropriate.
- 2.2 The role of MLA is to support the industry owned SSF and the Panel by providing:
  - (a) On going resources including but not limited to full-time secretariat service,
  - (b) Consultation with and access to relevant expertise, information and data, and
  - (c) Provision of an annual budget for approved project work including materiality studies, meeting and event support and sitting fees and expenses.
- 2.3 The role of AWI is to support the industry owned SSF by providing:
  - (a) Consultation with and access to relevant expertise, information and data, and
  - (b) Provision of budget for approved project work.

### **3 Membership**

- 3.1 An Independent Chair will be appointed by SPA and WPA to lead the SSFB.
- 3.2 The role of the Chair is (including but not limited to):
  - (a) Represent the SSFB and lead the SSFB to ensure impactful administration and sound delivery of the Framework report for the industry as a whole;

- (b) lead the structure and composition of the Sustainability Steering Group, the development and execution of the SSG's strategic and operational plans and the delivery of the SSF's annual report, and
  - (c) present the Framework as its primary spokesperson, promoting the SSF's shared vision, mission and values, its purpose, and objectives to internal and external stakeholders and throughout all board activities.
- 3.3 Members of the Panel may include the CEO of SPA (or equivalent), the CEO of WPA (or equivalent) plus a maximum of two (2) additional representatives from each organisation.
- 3.4 The role of a Member is to use their experiences, skills, and knowledge of specific topics or sectors to support the strategic direction and effective governance of the SSF.
- 3.5 Members may resign from the Panel by giving written notice to the Chair or their representative organisation (SPA or WPA).
- 3.6 Members will cease to be eligible for the Panel if they are no longer affiliated with their representative organisation (SPA or WPA).
- 3.7 A vacancy on the Panel arising from the resignation of a Member may be filled in the interim by another representative from SPA or WPA for a maximum of two (2) meetings. An ongoing Member must be appointed after this time.

#### **4 Recruitment/Selection**

- 4.1 The Independent Chair will be recruited via a call for Expressions of Interest or direct nomination by the SSF Board, as required.
- 4.2 The tenure for the Independent Chair will be 3 x 24 month (2 year) terms.
- 4.3 Excluding the CEO of SPA and WPA, a Member will be recruited via a call for Expression of Interest, or via direct nomination from SPA and WPA, with endorsement by the Chair and SSFB as required.
- 4.4 Excluding the CEO of SPA and WPA, the tenure for a Member will be 3 x 24 month (2 year) terms.

#### **5 Code of Conduct**

- 5.1 In performing the duties and responsibilities of the SSFB, Members will:
- (a) act in accordance with the terms set out in the Letter of Appointment;
  - (b) act in the best interests of the industry;
  - (c) have a duty of care and diligence in fulfilling their functions;
  - (d) treat all fellow stakeholders with courtesy and respect;
  - (e) be provided with well researched, complete, accurate and meaningful information in a timely manner prior to meetings;
  - (f) be given reasonable time to consult with their Members and stakeholders to make key decisions;
  - (g) be open and honest during discussions;
  - (h) work constructively with all Members to towards achieving consensus on decisions;
  - (i) not make improper use of information acquired as a Member of the SSFB; and

- (j) not distribute confidential information acquired as a Member of the SSFB outside the SSFB without the prior written SSFB consent (including within own organisations) and subject to the terms of any separate confidentiality agreement.

## **6 Safety**

- 6.1 Members of the SSFB must ensure that its activities comply with all applicable materials, food, product and consumer safety laws and regulations, all applicable occupational health and safety laws and regulations and all other applicable industry codes of practice and Australian Standards relating to safety.

## **7 Meetings**

- 7.1 The SSFB must meet at least four (4) times each year and more frequently as required.
- 7.2 A quorum for Panel meetings is 66% and must include at least one representative each from SPA and WPA.
- 7.3 The SSFB will endeavour to make decisions by consensus. If a consensus decision is not possible and a matter is voted on, a decision of the SSFB will be effective if passed by a vote of 75% of those Members present and voting on the matter.
- 7.4 The SSFB may meet in person or by other means of audio or audio-visual communication, or any combination of these.
- 7.5 The SSFB may make decisions by at least 75% of the Members signing, or otherwise assenting in writing to, the terms of the decision.
- 7.6 A representative from both MLA and AWI are entitled to attend and participate in SSFB meetings, but do not hold voting rights.
- 7.7 The SSFB may invite any other person to attend and participate in SSFB meetings if required and deemed necessary by the Chair.
- 7.8 The Chair and eligible Members are entitled to sitting fees in accordance with MLA's sitting fee policy and reimbursement of expenses associated with Membership of the Panel (as described in the Letter of Appointment). Other Members [Federal and State government members if applicable] do not receive sitting fees and are responsible for their own expenses associated with Membership of the SSFB.

## **8 Conflict of interest**

- 8.1 If at any stage a conflict of interest arises or appears likely to arise, the Member must:
  - (a) notify MLA immediately in writing;
  - (b) make full disclosure of all relevant information relating to the conflict; and
  - (c) take such steps as MLA reasonably requires to resolve or otherwise deal with the conflict.

- 8.2 The process for reporting and managing conflicts of interest will be a standing agenda item and emphasised at the start of each meeting.
- 8.3 At the commencement of each meeting, each Member must declare (and provide sufficient details) if they have a conflict of interest or likely conflict of interest that may in any way impact the Member's role in relation to any of the meeting agenda items.
- 8.4 If during a meeting, a conflict of interest, or likely conflict of interest is declared:
- (a) the chair must record details of the conflict in the minutes of the meeting and the conflict register for the SSFB;
  - (b) the declaring Member must make full disclosure of all relevant information relating to the conflict;
  - (c) the declaring Member must take such steps as the SSFB reasonably requires to resolve or otherwise deal with the conflict; and
  - (d) the chair must record the steps taken/required to resolve or otherwise deal with the conflict.

## **9 Anti-competitive conduct**

- 9.1 Members of the SSFB must not engage in any collusion, anti-competitive or similar conduct with any other SSFB Member or person. This includes (but is not limited to) discussion between competitors or potential competitors of prices, bids, production plans, customers or suppliers or sharing confidential or competitively sensitive information.

## **10 Access to information and advice**

- 10.1 The SSFB may obtain information from staff of MLA as it considers necessary for the performance of its role and responsibilities.
- 10.2 The SSFB may obtain such other information and advice as it considers necessary for the performance of its role and responsibilities, subject to obtaining the prior approval of MLA as to any costs to be incurred in obtaining that information or advice.

## **11 Reporting**

- 11.1 The SSFB will arrange for minutes of its meetings to be prepared and will provide MLA with copies of them following each meeting.
- 11.2 When providing any advice or recommendation in accordance with these TORs, the SSFB will:
- (a) provide information and material substantiating the advice or recommendation,
  - (b) provide any other information requested by the party receiving the advice or recommendation.
- 11.3 Any media enquiries received by Panel Members should be conveyed to the MLA's Manager – Sheep Sustainability Framework in person or by telephone who will notify MLA's Media

Manager or General Manager, Communication & Adoption. Non-urgent media enquiries can be notified by email.

**12 Secretariat**

12.1 MLA will provide secretariat support to the Panel as required.

**13 Review**

13.1 MLA may review these TORs from time to time to keep them up to date and consistent with the Panel's role and advice that may be provided by the Panel. MLA will notify each member of the Panel of any changes to these TORs.