



ETP Global Rules

Approved at AGM July 2019

1. Interpretation

In these Rules, unless there be something in the subject or context inconsistent therewith:

- . “ETP” means the “The Ethical Tea Partnership”.
- . “The Directors” mean the Directors of the ETP for the time being as hereby constituted.
- . Words importing the singular number include the plural number and vice versa.
- . Words importing the masculine gender include the feminine.
- . Words importing persons include corporations.
- . “Tea” is defined as *camellia sinensis*.

2. Objective

ETP works with tea producers and companies at each end of the tea supply chain to help create a thriving tea industry that is socially just and environmentally sustainable. As part of the ETP, members work towards this goal by:

- (a) Working collaboratively within the membership and with other tea industry stakeholders
- (b) Developing and implementing training and other producer support programmes, with partners, to help tea producers improve social and environmental standards
- (c) Developing and implementing projects, with partners, to address the fundamental challenges to the sustainability of the tea sector.

3. Qualification

Membership of ETP is open to any company involved with sourcing, trading, packing or retailing of tea and:

- (a) whose membership is consistent with ETP objectives
- (b) conducts these activities in in the current geographical markets in Appendix A
- (c) can demonstrate full control over product sourcing and traceability
- (d) can demonstrate all their suppliers adhere to minimum ethical compliance standards in accordance with Rules 4(d), 4(e) and 4(f) below.

4. Rules

ETP membership is contingent on the following:

- (a) Prospective and current members are required to provide a full list of global tea sources sold in the countries listed in Appendix A to the Secretariat of the ETP.
- (b) Prospective and current members are required to provide to the Secretariat of the ETP the volumes of tea sourced for the markets in Appendix A, disaggregated by country of origin, and to update this information to ETP annually.
- (c) ETP members are required to keep ETP updated on their list of sources and submit an updated full list of sources of tea at least annually.
- (d) ETP members are required to have all sites in their supply chain maintain valid certification with Rainforest Alliance, Fairtrade, or UTZ, *or* participate as a licensee in one of these certification schemes and abide

by the rules of that scheme. This applies to all tea sourced apart from the exemptions specified in 4(e) and 4(f) below.

(e) ETP members are required to have all China-based suppliers maintain a valid certification with Rainforest Alliance, Fairtrade, or UTZ at blending factories with their owned gardens, and wherever possible at the primary processing factory and outsourced gardens. All ETP members are required to engage with their China-based suppliers, either directly or through third parties, to increase supply chain transparency to the garden level.

(f) Very small amounts of tea are sourced for the specialty market from Japan, Republic of Korea (South Korea), and the Republic of China (Taiwan). There is very little prospect for certification in these regions as they are minor sourcing origins, have not been identified as high risk, no certification organisation is investing in them, and ETP members source very low volumes. These origins are therefore exempt from the requirement for certification, however, the sources and volumes of these teas must be disclosed to ETP and members must take responsibility for their own due diligence for those origins. If any aspect of the current situation changes then this exemption may be withdrawn.

(g) If a supplier is suspended or decertified from one of the named certification schemes in 4(d) and 4(e), ETP members are expected to cease trading with such suppliers (in accordance with the rules of that scheme) in order to maintain ETP membership.

(h) In cases of suspension or decertification of sources with multiple certifications, each member may decide whether to purchase selling marks based on remaining valid certifications as listed in 4(d) and 4(e).

(i) Members will share information with the ETP Secretariat about initiatives they are funding or otherwise participating in that are relevant to the ETP Objectives listed in Section 2 above.

(j) Members can promote their membership of the ETP by displaying the ETP Hand and Leaf logo in accordance with the brand guidelines, which may be updated from time to time, for products containing at least 30% *camellia sinensis* in the markets in Appendix A.

(k) Members can also use the ETP logo for other marketing materials in accordance with the brand guidelines.

(l) Non-members can use the ETP logo, in accordance with the brand guidelines, provided their product is fully packed by an ETP member, contains at least 30% *camellia sinensis*, and it is sold in the markets in Appendix A. All non-member logo use requests must be submitted for approval by an ETP member packing the tea. ETP members packing for non-members must ensure ETP logo is not used without approval of ETP.

(m) Members who wish to use the ETP logo on tea they sell to markets not listed in Appendix A are required to submit to the ETP Secretariat their sources and volumes of tea for these markets as well.

5. Members

(a) The admission or rejection of a candidate to ETP shall be based on the candidate meeting the qualifications in Section 3. If the candidate satisfies the qualifications and pays the required fees they will be able to join ETP on a probationary basis lasting 12 months, after which their membership will be confirmed by the board of ETP.

(b) To ensure the compliance to the rules, ETP reserves the right to audit a proportion of the membership annually.

(c) Such persons, firms or corporations shall be admitted to membership in accordance with these rules shall be members of the ETP and shall be entered in the register of members accordingly.

(d) Every member of the ETP shall agree honourably to abide by the decisions of the ETP board and general meetings and shall be bound to further to the best of his ability the objects, interests and influence of the ETP, and shall observe all rules of ETP.

(e) If a company, which is an ETP member, changes ownership and the new owners wish to continue membership then membership will continue on the current basis. Members sources would be reviewed at the next planned review as normal and any changes to fees would occur at that point.

6. Subscription

Each member of the ETP shall pay a regular subscription of an amount, as determined by the directors from time to time.

7. How funds to be applied

The amount received by the ETP in respect of subscriptions shall be applicable to the payment of all claims, demands and expenses incurred by or on behalf of the ETP.

8. Resignation

(a) A member may withdraw from membership of the company by giving ETP six months notice in writing.

(b) The company withdrawing from ETP must cease to use the ETP logo at the end of the six-month period.

9. Expulsion

(a) If any member of the ETP commits a breach of these rules, or being an individual becomes bankrupt or insolvent or compounds with his creditors, or shall be guilty of conduct which in the opinion of the members of the ETP makes him unfit to continue as a member of the ETP, the ETP board may, if they think fit, pass a resolution to cancel his membership.

(b) Membership is terminated if any sum due from the member of the Company is not paid in full within three months of it falling due and the directors resolve that the membership is terminated.

10. General Meetings

A general meeting of ETP shall be held once at least in every year in the U.K. Such meeting shall be called the Annual General Meeting.

11. Arbitration

Members of ETP agree to the exclusive jurisdiction of English law during any arbitration, which may arise out of or in connection with the business of ETP.

12. Contracts

No member shall enter into any contracts or transact any business on behalf of ETP without the approval of the general meeting or the Board.

13. Accounts

(a) The Executive Director shall cause true accounts to be kept of the sums of money received and expended by the ETP and the matters in respect of which such receipts and expenditure takes place, and of the assets and liabilities of the ETP and such books shall be kept at the offices of the ETP.

(b) No member of ETP shall have the right of inspecting any account book or document of ETP except as authorised by the Board or by a resolution of ETP in general.

14. Indemnity

Every member or Director or the Executive Director and employees of ETP shall be entitled to be indemnified by members of ETP against all expenses, losses and liabilities properly incurred by it or him or her in the management of the affairs of ETP or otherwise in connection with ETP provided that nothing in this clause shall entitle it or him or her to any indemnity against liability arising through negligence or fraud or similar actions on its or his or her behalf.

15. Amendment to Rules

No amendment to or alteration of these rules shall be made except at an Annual or Extraordinary General Meeting of ETP. Any such amendment to or alteration of the rules will require a majority of two to one of those eligible to vote.

Appendix A

Membership is open to any company involved with sourcing, trading, packing or retailing of tea in the following regions:

- . Europe
- . N. America
- . Australia
- . New Zealand.

 ethicalteapartnership.org

 info@ethicalteapartnership.org

 [@EthicalTea](https://twitter.com/EthicalTea)

 [Ethical Tea Partnership](https://www.linkedin.com/company/ethical-tea-partnership)

 [Ethical Tea Partnership](https://www.instagram.com/ethicalteapartnership)