



## Annex B: Green-e Marketplace Logo Use Terms and Conditions

Green-e® Marketplace enables organizations to powerfully communicate their environmental leadership and renewable energy commitment to important stakeholders such as clients, investors, employees, and shareholders by displaying the Green-e logo.

The Green-e logo is a registered trademark owned by the Center for Resource Solutions (CRS). CRS grants limited rights to display and use the Green-e logo under Green-e Marketplace. Each Client (as defined in the Green-e Marketplace Logo Use Agreement) using the Green-e logo to promote their purchase, and/or generation of Green-e certified renewable energy, agrees to the following terms and conditions.

### I. Use of the Green-e Logo

In return for Client's agreement to meet all of the requirements outlined in its Green-e Marketplace Logo Use Agreement (the "Logo Use Agreement"), including all documents incorporated by reference therein, and upon payment of the appropriate fees, Client may display the Green-e logo in promotional and advertising materials describing its Green-e certified renewable energy commitment. Client may display the Green-e logo on-product if the logo use is pre-approved by CRS and meets the requirements outlined in the On-Product Green-e Logo Use section below. Additionally, the Logo Use Agreement and appropriate Attestation Forms must be completed.

**Client must provide CRS with a listing of how the Green-e logo is going to be used within 120 days after the Logo Use Agreement goes into effect.** This list needs to include all planned uses of the Green-e logo (e.g., annual reports, sustainability reports, advertisements, products, website, etc.)

### II. Eligible Renewable Energy Commitment

Clients are eligible to use the Green-e logo and make an accurate claim about their renewable energy commitment if they provide documentation that they:

- Purchase a qualifying amount of Green-e certified renewable energy through a utility green pricing program or through a competitive electricity program,<sup>1</sup>
- Purchase a qualifying amount of Green-e certified renewable energy certificates (RECs),<sup>2</sup> and/or
- Generate a qualifying amount of electricity from an eligible onsite generation facility.<sup>3</sup>

---

<sup>1</sup> A list of Green-e certified electricity products can be found at: [www.green-e.org](http://www.green-e.org).

<sup>2</sup> A list of Green-e certified REC products can be found at [www.green-e.org](http://www.green-e.org).

<sup>3</sup> The Green-e Energy National Standard defines eligible onsite generation resources, and can be found at [www.green-e.org](http://www.green-e.org).

Information about qualifying amounts appears on page 2. As used in this document, the use of renewable energy refers to the purchase of a Green-e certified product (including electricity purchased through a utility green pricing program, competitive electricity, and Renewable Energy Certificates (RECs)), as well as the generation of eligible renewable energy onsite.

**Guidelines for vintage year and claims**

The vintage of Green-e certified renewable energy used toward the Green-e Marketplace contract should correspond to the calendar year in which the contract was signed. However, if the Green-e Marketplace contract should span two calendar years, Green-e certified RECs from both vintage years may be used.

Green-e Marketplace claims associated with the renewable energy purchase can be made for no longer than one year from the initiation of the Logo Use Agreement.

**A. Use of Renewable Energy**

**1. General Use of Green-e Logo by Company**

In order to use the Green-e logo on company collateral, websites, advertisements, signage, and other marketing materials, Client must purchase and/or generate a qualifying amount of renewable energy, calculated as a percentage of Client’s annual electricity load for either its operations in the United States, or its company headquarters located in the United States.

The qualifying percentages are as follows:

<b>Minimum Commitment Requirements for General Use Claims</b>	
<b>Annual Company /Facility Electric Load</b>	<b>Minimum Renewables Purchase (% of Load)</b>
Above 100,000 MWh	<b>20%</b>
10,001 - 100,000 MWh	<b>30%</b>
1,001 - 10,000 MWh	<b>60%</b>
Below 1,000 MWh	<b>100%</b>

These minimum qualifying purchase requirements are aligned with those used by the U.S. Environmental Protection Agency’s Green Power Partnership Leadership eligible organizations ([www.epa.gov/greenpower](http://www.epa.gov/greenpower)) as of 1/1/08.

Please note these percentages represent the minimum requirements for participation in the Green-e Marketplace program. Many participants choose to use more than the minimum amount of renewable energy. For example, at the time of writing, a majority of participants in the Green-e Marketplace Program use 100% renewable energy.

**2. Use of Green-e Logo On-Product**

At its discretion, CRS may license the Green-e logo to participants in the Green-e Marketplace program for use on products manufactured with 100% renewable energy. Use of the Green-e

logo in connection with a particular product is referred to as on-product logo use. Examples of on-product logo use include placing the Green-e logo directly on a product, on the packaging of a product, or on materials promoting or advertising a particular product.

To be eligible for on-product logo use, a Client must use a qualifying amount of renewable energy for their US operations or headquarters, as set forth in Section II.A.1. In addition, 100% of the electricity used to manufacture this product must be renewable energy.\* The brand appearing on a product with the Green-e logo must be owned by the entity that has taken the necessary steps to obtain and is licensed to use the Green-e logo.

Client must obtain pre-approval from CRS for on-product Green-e logo use.

\*For paper manufacturers with integrated mills, manufacturing is deemed to begin with the stock chest. For non-integrated mills, manufacturing is deemed to begin where pulp is furnished (e.g. market pulp purchase). For integrated recycled paper mills, manufacturing is deemed to begin where recycled paper is furnished.

## **B. Substantiation of Renewable Energy Use**

### **1. Estimation of Electricity Use**

At the beginning of the term of its Agreement, Client estimates its electricity use for the term of the Logo Use Agreement, and states this number in Annex C or Annex D to the Logo Use Agreement. Generally, electricity use for the term of the Logo Use Agreement is estimated on the basis of the electricity use in the prior year; however, another methodology may be used if likely to be more accurate. Client must include documentation with its Annex C and/or Annex D explaining and substantiating its methodology for estimating its electricity use (e.g. an electricity report and/or an end of year summary of its electricity use from its utility).

Clients which are entering into a Logo Use Agreement with CRS's Green-e Marketplace program for the first time must submit with their Logo Use Agreement a completed Annex C and/or Annex D, along with supporting documentation. Clients renewing their Green-e Marketplace Logo Use Agreements must submit this documentation within 30 days of signing their renewed Logo Use Agreement. Renewing Clients may reference in the documentation Annex C and/or Annex D their documents attached to their Reconciliation of Renewable Energy Use form submitted for their Green-e Marketplace Logo Use Agreement from the prior year.

### **2. Purchase of Renewable Energy**

Each Client must purchase or generate the necessary quantity of renewable energy based on the estimate of electricity use provided in Annex C. For example, if a Client estimates it will use 100,000 MWh of renewable energy and intends to claim the purchase of 50% renewable energy for the term of the Logo Use Agreement, Client must purchase 50,000 MWh of renewable energy.

To substantiate a purchase of renewable energy, each Client must submit a completed Proof of Green-e Certified Renewable Energy Purchase / Proof of Green-e Certified REC purchase, a copy of its contract for the purchase of renewable energy, and/or proof of generation of renewable energy from an eligible on-site facility.

### **3. Reconciliation of Renewable Energy Use**

Within 30 days after the end date of the Logo Use Agreement, Client must submit an Attestation

of Reconciliation of Energy Use Form, stating both the amount of electricity actually used and the amount of renewable energy actually purchased or generated during the term of the Logo Use Agreement. Should a discrepancy exist between the amount of electricity used and the amount estimated in Annex C, the following guidelines shall apply:

- If Client underestimated its electricity usage in its Annex C or D, Client must attach proof of purchase of a sufficient quantity of renewable energy to make the percentage use claimed in Annex C or D accurate.
- If Client overestimated its electricity use in its Annex C or D, Client may apply surplus renewable energy (whether purchased or generated onsite) to its Green-e Marketplace Logo Use Agreement for the following year in accordance with the following guidelines:
  - Surplus Green-e RECs that are of the same vintage as the start year of the subsequent Marketplace contract may be applied fully to that year and the first quarter of the following year (e.g. excess 2010 vintage RECs may be applied to all of 2010 and the first quarter of 2011)

Documentation attached by Client to its Reconciliation of Energy Use Form may be used to support an electricity estimate for the following year.

The obligations set forth in this section shall survive termination or expiration of the Logo Use Agreement.

### **III. Design and Display of the Green-e Logo**

Clients will receive Green-e logo files upon completion and processing of their contract and payment of a logo licensing fee. The Green-e logo cannot be altered, changed, or skewed in any way, and none of the elements of the logo can be removed. The Green-e logo as sent contains: the Green-e graphic, a registered trademark symbol (®), a pre-approved commitment statement,<sup>4</sup> and a reference to the website, [www.Green-e.org](http://www.Green-e.org). The first mention of the text “Green-e®” must also be accompanied by a registered trademark symbol (®).

The pantone color specifications for the color version are: green (100C, 5M, 100Y, 0K) and black (100K). The text font is Helvetica. The text lines of the commitment statement should be placed directly above, below, or beside the Green-e graphic.

Individual companies have discretion over the Green-e logo size, to maintain consistency with specific promotional material requirements (provided that the logo is at least ½-inch wide). When the Green-e logo is displayed online it must link to the Green-e website,

---

<sup>4</sup> The “commitment statement” is brief language to describe Client’s renewable energy use, such as “We Buy XX% Certified Renewable Electricity.” CRS does not endorse marketing or other claims other than those pertaining to generation and/or use of renewable energy. For general claims or carbon specific claims Client wants to make beyond the commitment statement, CRS suggests clients follow the Federal Trade Commission’s Green Guides for the Use of Environmental Marketing Claims ([www.ftc.gov/bcp/online/edcams/eande/index.html](http://www.ftc.gov/bcp/online/edcams/eande/index.html)). The electricity section of the FTC Energy and Environment Section also references the National Association of Attorneys General (NAAG) Environmental Marketing Guidelines for Electricity ([www.eere.energy.gov/greenpower/buying/pdfs/naag\\_0100.pdf](http://www.eere.energy.gov/greenpower/buying/pdfs/naag_0100.pdf)). In addition, some states have specific laws concerning environmental claims. Check with your organization’s attorneys, or the Attorney General’s office in the state(s) where you plan to advertise.

www.green-e.org.

#### **IV. Green-e Logo Language Guidelines: Claims Pertaining to Client's Renewable Energy Use**

The Green-e logo may be used by Client for specific promotional purposes as follows:

- To make general public claims about certified renewable energy generated and used by Client.
- To make specific public claims about Client's electricity use offset by renewable energy.
- To make specific public claims about consumer products manufactured by Client with certified renewable energy.

The following are principles for describing Client's purchase, and/or generation, of certified renewable energy.

- Accurately state the quantity or percentage of your company's electricity load served by renewable energy.
- Do not overstate the environmental benefits of your renewable energy use.
- Do not overstate the quantity or percentage of your company's electricity load served or offset by renewable energy.

Only Client is licensed to use the Green-e logo to promote its renewable energy commitment. This license may not be transferred by Client to any other party, including but not limited to any customer of Client.

##### **A. Describing Green-e Certified Electricity/Renewable Energy Certificate Purchase**

**One of the below Green-e approved commitment statements for Green-e Certified Electricity or Renewable Energy Certificates (RECs) must accompany all general (off-product) use of the Green-e logo by Client:**

1. We Buy XX% Certified Renewable Energy
2. We Offset XX% of Our Electricity Use with Certified Renewable Energy (Certificates)
3. We Offset XX% of Our Electricity Use with Certified (specific resource here such as "Wind" or "Solar") Energy (Certificates)

If an organization's annual electricity load is more than 100,000 MWh and the renewable energy purchase meets the purchasing requirements in Section II. A. above, displaying the percentage of renewable energy purchased with the Green-e logo may be waived at the discretion of CRS.

##### **B. On-Product Green-e Logo Use**

If an organization wants to place the Green-e logo on packaging, 100 percent of the electricity used to manufacture the product must be generated and/or offset with an equal amount of eligible renewable energy. The organization needs pre-approval from CRS to use the Green-e logo on a product. The brand on the packaging with the Green-e logo must be the brand owned by the entity that has taken the necessary steps to obtain and is licensed to use the Green-e logo.

"Manufacture" denotes that the product was made or the parts were assembled in the facility from which the electricity was used that is referenced in Annex C or D. This reference of the word

“manufacturing” does not include energy used in the transportation of raw materials or the final product to its destination.

**One of the following statements must accompany each on-product use of the Green-e logo:**

1. 100% of the Electricity Used to Manufacture this (specific product name) is Offset with Certified Renewable Energy (Certificates)
2. Manufactured with 100% Certified Renewable Energy

### **C. Describing Onsite Generation of Green-e Eligible Resources**

**The following are the Green-e approved commitment statements for Clients generating renewable energy onsite:**

1. We Generate XX% Certified Renewable Energy
2. Powered by 100% Certified Renewable Energy (only for organization’s producing 100% of their electricity load)

**Special considerations associated with onsite generation:**

- Accurately describe the renewable resource in as much detail as possible using terms such as renewable energy, wind, solar, biomass, geothermal, landfill gas, and/or small-hydro as appropriate. It is also recommended that you provide a detailed description of the resource(s) such as the facility’s location and generating capacity on your website.
- If you sell the renewable energy or RECs from your onsite facility, then no renewable energy claims can be made related to the generation underlying the RECs sold. If all of the RECs have been sold then no renewable energy claims can be made related to that facility.
- Do not overstate the environmental benefits of your onsite generation.
- Do not overstate the quantity or percentage of your company’s electricity load met by the onsite generator.

### **D. Describing Green-e Marketplace**

**The following are suggested ways of describing Green-e Marketplace to your Clients:**

- Green-e certifies that the renewable energy purchased or generated by Client meets strict environmental and consumer protection standards. Green-e is the nation’s leading renewable energy certification program, and was established by the non-profit Center for Resource Solutions. Since 1997, the Green-e logo has served as a nationally recognized symbol to help consumers identify environmentally superior renewable energy products.
- Green-e is the nation’s oldest and largest certification and verification program for renewable energy. The Green-e logo is a nationally recognized symbol to help consumers identify superior, certified renewable energy sold throughout North America.

### **Contact Information**

Green-e Marketplace  
Phone: (415) 561-2100  
Email: marketplace@green-e.org