



# Energy

## Green-e<sup>®</sup> Energy Code of Conduct for Canada and the United States

Formerly the Green-e<sup>®</sup> Energy Code of Conduct and Customer Disclosure Requirements

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**Center for Resource Solutions**

1012 Torney Ave. 2<sup>nd</sup> Floor

San Francisco, CA 94129

[www.resource-solutions.org](http://www.resource-solutions.org)

**CONTENTS**

- I. Purpose of this Document..... 4**
- II. Updates to the Code of Conduct ..... 4**
- III. Green-e® Energy Processes ..... 4**
  - III.A. Important Dates for Compliance ..... 4**
  - III.B. Participant Obligations..... 5**
  - III.C. Marketing Compliance Review Process..... 6**
  - III.D. Verification Process ..... 7**
    - III.D1. Verification Criteria ..... 7**
    - III.D2. Verification Data ..... 7**
- IV. Marketing Disclosure Requirements ..... 8**
  - IV.A. Requirements for All Marketing ..... 8**
    - IV.A1. Logo Use and Word Mark Use..... 8**
    - IV.A2. Required Language for Describing Green-e® Energy Certification..... 8**
    - IV.A3. Restrictions on the Words “Certifiable” and “Eligible” ..... 8**
  - IV.B. Required Mailings..... 9**
    - IV.B1. Required Mailings: Prospective Product Content Label (PPCL) ..... 9**
    - IV.B2. Required Mailings: Historical Product Content Label (HPCL)..... 10**
    - IV.B3. Required Mailings: Welcome Packet..... 10**
    - IV.B4. Bills .....11**
  - IV.C. Product Content Labels, Prospective and Historical .....11**
    - IV.C1. Required Information for All Product Content Labels .....12**
    - IV.C2. Product Content Label Templates.....17**
    - IV.C3. Annual Update of the Prospective Product Content Label.....19**
    - IV.C4. Annual Update and Delivery of Historical Product Content Label.....20**
  - IV.D. Price, Terms, and Conditions (PTC) .....20**
    - IV.D1. Delivery Requirements for the Price, Terms, and Conditions .....20**
    - IV.D2. Required Information for Price, Terms, and Conditions.....21**
  - IV.F. Additional cRequired and Restricted Marketing Language ..... 22**
    - IV.E1. Marketing Language Requirements and Restrictions..... 22**
    - IV.E2. Renewable Energy Certificate (REC) Disclosure Language .....24**

IV.E3. Greenhouse Gas (GHG) Emissions Value of Renewable Energy Products.....	26
IV.E4. Statements Implying Carbon Neutrality.....	29
IV.E5. Describing Products with Special Features.....	29
IV.E6. Statements Implying Local or Regional Benefits.....	29
IV.E7. Advertising Through TV, Radio, and Electronic Media .....	29
IV.E8. All Websites .....	29
IV.F. Sales Channels/Subscription Mechanisms.....	30
IV.F1. Rules That Apply to All Sales Channels/Subscription Mechanisms .....	30
IV.F2. Sales Channel: Websites.....	32
IV.F3. Sales Channel: Bill Inserts/Paper Sign-up Forms .....	32
IV.F4. Sales Channel: Door-to-Door Cold Marketing .....	32
IV.F5. Sales Channel: Relationship and Warm Marketing .....	32
IV.F6. Sales Channel: Electronic Media .....	33
IV.F7. Sales Channel: Customer Service Center.....	33
IV.G. Special Requirements for Brokers.....	33
IV.H. Certified Wholesale Sales.....	33
IV.I. Utility and Developer Requirements for California Enhanced Community Renewables Program (SB43) .....	34
IV.J. Complaints Record.....	34
V. Enforcement and Censure.....	34
V.A. Deficient or Different Supply .....	34
V.A1. Replacement Supply or Refunds .....	34
V.A2. Substantial Differences in Supply.....	35
V.A3. Additional Steps Required for Different or Deficient Supply .....	36
V.B. Marketing Compliance Review.....	36
V.C. Customer Notification Required for Product Decertification.....	37
V.D. Restrictions on Future Green-e® Certification.....	37
V.E. Public Announcements of Decertification.....	37

## I. PURPOSE OF THIS DOCUMENT

This document is part of the Green-e® Energy certification contracts (the “Agreement”) between contract holders in the Green-e® Energy program, referred to as “Participants,” and Center for Resource Solutions, the administrator of the Green-e® Energy program.<sup>1</sup> This document serves to describe the processes, timing, rules and disclosure requirements of Green-e® Energy certification. Relevant definitions are provided in the Green-e® Glossary (available online at [www.green-e.org/glossary](http://www.green-e.org/glossary)).

Each participant’s staff, including marketing staff, sales staff, accounting staff, and webmaster, will benefit from a familiarity with the *Green-e® Energy Code of Conduct*.

Participants should also consult the *Green-e® Energy Participant Handbook* (located on the Green-e® website at <http://www.green-e.org/coc>) for guidance for complying with Green-e® Energy requirements, Price, Terms, and Conditions templates, and other helpful information. Product Content Label templates are available at [www.green-e.org/pcl](http://www.green-e.org/pcl).

## II. UPDATES TO THE CODE OF CONDUCT

Green-e® staff reserves the right to periodically update this document in accordance with the *Agreement*.

## III. GREEN-E® ENERGY PROCESSES

### III.A. Important Dates for Compliance

Major compliance deadlines for Green-e® Energy certification can be found in the following table. Notices of the processes outlined below are typically given via email to appropriate contacts such as the invoicing contact, verification contact, marketing contact, or main contact provided by the Participant in the *Agreement*. Section II of the *Green-e® Energy Participant Handbook* provides a full timeline of all deadlines and activities throughout the year.

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<sup>1</sup> For details on which contracts the Green-e® Energy Code of Conduct applies to see the appendices associated with each contract (contracts can be found at: [www.green-e.org/energy/documents](http://www.green-e.org/energy/documents)). For marketing requirements and guidelines that apply under the *Green-e® Energy Direct Program Agreement for Renewable Energy*, please see [Green-e Direct Requirements](http://www.green-e.org/direct) (available via <http://www.green-e.org/direct>).

Month	Week	Deadline
January	1	<b>Invoicing:</b> Payment due for the year's participation, for existing products, by January 1.
February	3	<b>Verification:</b> Unaudited reporting due. Green-e® Energy Certified Product Mix Change Worksheet due.
February	4	<b>Spring Marketing Compliance Review (MCR):</b> CRS may randomly select a subset of certified products to undergo additional marketing review in the Spring. Green-e® Staff will review materials and respond, after which the Participant will have 30 days to complete required changes.
April	1	<b>Verification:</b> If not already submitted, deadline to submit repowering and co-firing applications for facilities used toward previous year's sales, if any such facilities used.
		<b>Prospective Product Content Label (PPCL):</b> The current year's PPCL must be sent to all customers in automatic renewing subscriptions and posted on product website by this time. See <a href="#">Section IV.B1</a> and <a href="#">Section IV.C1</a> for more information.
May	1	<b>Verification:</b> All requests for an extension of the verification submission deadline are due.
June	1	<b>Verification:</b> All verification materials and data must be submitted through the verification software (unless extension granted). This deadline is typically the first business day in June.
August	1	<b>Historical Product Content Label (HPCL):</b> The HPCL for prior year must be sent to customers and updated on the Participants' websites by this time. Green Pricing Programs with different Product Content Label distribution requirements provided by their Public Utilities Commission or other oversight body must have requested extension by now. See <a href="#">Section IV.B2</a> and <a href="#">Section IV.C1</a> for more information.
	4	<b>Marketing Compliance Review (MCR):</b> Products have until the last business day of August to provide requested marketing materials to Green-e® staff. Green-e® staff will review materials and respond, after which the Participant will have 30 days to complete requested changes.

### III.B. Participant Obligations

Each Participant wishing to use the Green-e® Energy logo or word mark, or claim Green-e® Energy certification for any of their certified products agrees to perform these actions:

1. Conduct an annual independent verification of certified product sales and purchases, according to the Green-e® Energy annual verification process
2. Submit requested Marketing Compliance Review materials to ensure that website and marketing materials are in compliance
3. Provide customers and prospective customers with all adequate, accurate, clear, and required information about the certified product
4. Actively guard against double counting of certified products by following the requirements in the Green-e® price *Renewable Energy Standard for Canada and the United States* (herein referred to as “Standard”), including:
  - a. Selling renewable electricity or RECs only once, and
  - b. Taking reasonable actions to ensure that all supply is free of use claims from others, and that the renewable energy or RECs have not been sold to any other party. This could include, for example: using clear contract language, educating those in the chain of custody about the exclusivity of renewable claims and the value of the REC, and reviewing online marketing materials of entities in the supply chain of the purchased renewable electricity / RECs when possible
5. Ensure by reporting agreements, attestations, and other contractual agreements with generators and wholesale counterparties that generation output sold in the certified product has not been counted as part of, or used for compliance with, any mandated government renewable energy procurement (unless the certified product itself is used for compliance); renewable portfolio standard or other renewable energy requirement of local, state, provincial, or federal government; or of the utility or generator except as provided for in the Standard, Section III(D)
6. Maintain an internal record of all complaints received pertaining to the Participant’s Green-e® Energy certified product’s compliance with Green-e® Energy requirements. Complaints may relate to a perceived lack of compliance of the certified product with the Green-e® Energy Standard, Code of Conduct, or intent of the Green-e® rules. Participants must submit all complaints for review by CRS during Marketing Compliance Review

### **III.C. Marketing Compliance Review Process**

Marketing Compliance Review (MCR), conducted by Green-e® staff, ensures that Participants offering a certified product are abiding by the *Green-e® Energy Code of Conduct*. MCR may be conducted on any product, including fixed mix products sold to residential or non-residential customers and variable mix products sold to non-residential or wholesale customers.

During MCR, Green-e® staff confirms that the provider of the certified product is not making false or misleading statements about their product and that they have made pricing, power, and consumer-information disclosure to customers in a standardized format. This review occurs once a year, in the Fall. Green-e® staff may at their own discretion request that Participant(s) submit materials in the Spring as well as the Fall.

At the beginning of August, Green-e® staff will contact Participants that are required to submit materials for MCR. Submissions are due from Participants on the last business day of August and must include a completed MCR form and samples of all requested marketing materials related to the certified product. If Green-e® staff requires changes

to be made to a Participant's marketing materials to ensure compliance with the *Green-e® Energy Code of Conduct*, the Participant must complete changes in a timely manner (see [Section V](#) for information about enforcement and censure procedures triggered by non-compliance). For more information about the MCR, see Section III the *Green-e® Energy Participant Handbook*.

### **III.D. Verification Process**

The annual verification process requires all providers of Green-e® Energy certified products to complete an annual third-party verification audit of their renewable energy purchases and sales. In addition, an unaudited report of certified sales is due the February following the close of the Reporting Year (the calendar year of sale).

#### **III.D1. Verification Criteria**

The verification process is designed by Center for Resource Solutions and conducted by an independent auditor selected by the Participant. The verification process uses company contracts and records, renewable energy tracking system records, Green-e® Energy attestations, invoices, and billing statements to verify the following:

1. That the Participant purchased enough renewable electricity or RECs in quantity and type to meet its customer demand for each certified product
2. That the electricity or RECs were generated by eligible renewable generators, as defined in the Standard
3. That the information provided to customers on the product's annual HPCL is accurate compared to verified supply and consistent with that provided in the PPCL for the corresponding year
4. That the renewable electricity or RECs purchased and sold by the provider were not sold to more than one customer
5. That other requirements and criteria within the Standard are met, including, but not limited to, requirements pertaining to emissions limits, nuclear energy, and the prohibition on double claims

#### **III.D2. Verification Data**

Verification data, verification documentation, and a report produced by the auditor are submitted and reviewed using a web-based verification tool. Attestation forms that document changes in ownership of RECs and renewable electricity must be submitted as part of the verification process.

The audited report and final verification data and documentation must be submitted through the web-based verification tool no later than the verification deadline, typically the end of the first business day in June after the Reporting Year. All verification deadlines applicable to the Reporting Year will be provided to Participants in advance of the unaudited report deadline. If all required materials are not submitted to Green-e® Energy staff by the applicable due date, Participants may accrue late fees (see the Fee Schedule. For more information on the verification process, please see Section IV of the *Green-e® Energy Participant Handbook*.

## IV. MARKETING DISCLOSURE REQUIREMENTS

### IV.A. Requirements for All Marketing

All marketing must be clear and accurate regarding what is certified and what is not certified, what is being sold to the customer, and any environmental benefits thereof. All required documentation and marketing materials must reference the certified product with a consistent name of both the product and the Participant. Changes in product name must be reported to Green-e in writing within 30 days of the change.

#### IV.A1. Logo Use and Word Mark Use

The Participant is only allowed to use the Green-e® logo with the words “Green-e® Energy certified” as described in the [Green-e Logo Use Guidelines](#). The name “Green-e®” should always be accompanied by the trademark symbol, “®”. Additionally, the logo and name “Green-e®” are a registered trademark and may only be used in conjunction with products that meet all eligibility requirements outlined in the current Standard and the *Green-e® Energy Code of Conduct*, and that have an active contract with Center for Resource Solutions to be sold as Green-e® Energy certified. Use of the Green-e® logo in association with the Participant when not directly associated with the certified products is strictly prohibited, and the logo must not appear on materials such as business cards, website footers, and Participant’s letterhead. The Participant’s use must be in accordance with the *Green-e® Logo Use Guidelines*.

#### IV.A2. Required Language for Describing Green-e® Energy Certification

For all products, every use of the “Green-e® Energy certified” logo must be accompanied with the website address, “www.green-e.org”. When possible, the logo or wordmark used in electronic media must be an active link to the Green-e® website ([www.green-e.org](http://www.green-e.org)).

The following language must also be present in certain circumstances (described below):

“[Product Name] is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).”

Participants must include this language next to the Green-e® logo on all certified products’ Historical and Prospective Product Content Labels and Price, Terms, and Conditions. Participants must include this language on their website where the certified product is described most prominently. This requirement may be met by fully displaying the PPCL in a prominent place on the product webpage.

For optional language that describes Green-e® Energy certification in greater detail, see Section VI.A of the *Green-e® Energy Participant Handbook*.

#### IV.A3. Restrictions on the Words “Certifiable” and “Eligible”

CRS expressly prohibits use of the phrase “Green-e® Eligible” in any context, including wholesale transactions. CRS also prohibits use of terms like “eligible” or “certifiable” in materials addressing Green-e® certification, including in marketing and sales to retail and wholesale customers. Green-e® Energy certified products should be described as “Green-e® Energy certified” when a Participant wishes to identify the relationship between the Product(s) subject to the Agreement with CRS’s Green-e® Energy



certification program. CRS rejects descriptions of renewable electricity, green pricing, renewable energy certificates, or other renewable energy products as “eligible” or “certifiable” or the equivalent, because no product is guaranteed certification by CRS. CRS also seeks to avoid confusion between certified products (in which case the seller has a certification agreement in effect with CRS) and those that are not certified (in which case CRS does not and cannot support any statement about whether the product might become Green-e® certified at a later date)<sup>2</sup>. Furthermore, the word “Green-e®” is a registered certification mark of CRS and may only be used in reference to certified products; other uses may violate CRS’s intellectual or other property rights, among other issues.

#### **IV.B. Required Mailings**

All Participants have customer disclosure obligations. Required mailings may be sent in an email, newsletter, annual report, or other regular communication. Required mailings must be actively delivered. It is not sufficient to only post the mailings on the website. An email must be sent out to all customers with a direct link to the required material itself, and another form of communication including the full document must be sent to customers without email addresses.

##### **IV.B1. Required Mailings: Prospective Product Content Label (PPCL)**

Green-e® Energy requires all Participants to proactively deliver customers of the Green-e® Energy certified product two Product Content Labels (PCLs) annually (unless product changes are made, in which case additional disclosures may be necessary): a Prospective Product Content Label (PPCL) and a Historical Product Content Label (HPCL).

The current year’s PPCL must be delivered to the customer within 60 days of purchasing the certified product. Participants selling to residential customers must include the PPCL within the Welcome Packet (see [Section IV.B3](#)). Participants selling only to commercial customers may send only the PPCL, and associated Price, Terms and Conditions (see Section IV.D).

If a customer purchases a certified product to be delivered across more than one calendar year, or that renews automatically (such as signing up for a green pricing program), the Participant must provide that customer with a PPCL annually for each year of product delivery by April 1, in addition to delivery through the sign-up mailing.

If delivered physically, the document must contain a complete PPCL. If delivered electronically, the delivered document or email may contain either the full PPCL or a hyperlink that directly links to the PPCL with language explicitly directing the customer

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<sup>2</sup> The term “Green-e® Energy Eligible” has in the past been used to describe generation facilities that (a) were registered in a renewable energy tracking system, (b) had signed an attestation submitted to CRS; and (c) reviewed by CRS against certain limited portions of the Green-e® Energy Standard for Canada and the United States. CRS has discontinued any allowance of such designations because such review **was not** a guarantee that a facility’s output may be used in a Green-e® Energy certified sale and CRS seeks to avoid confusion with certified products. CRS does not endorse the use of the term “Green-e® Eligible” in any circumstance.

to the full PPCL (for example, “Please view the complete listing of the prospective resources to be included in this product: [Year] Prospective Product Content Label”).

#### **IV.B2. Required Mailings: Historical Product Content Label (HPCL)**

Each customer that purchased the certified product, fixed mix or variable mix, during the previous year (either for the whole year, for a period of the year, or in a one-time purchase) must receive a HPCL by August 1 of the year following purchase containing accurate and correct information about the contents of the product (See [Section V.B](#), “Process for Addressing Substantial Differences in Supply” for information about variance).

The full HPCL must be delivered to the customer electronically or physically. The HPCL must meet *all* information requirements of [Section IV.C](#). If delivered physically, the document must contain a complete HPCL. If delivered electronically, the delivered document or email may contain either the full HPCL or a hyperlink that directly links to the HPCL with language explicitly directing the customer to the full HPCL (for example, “Please view the complete listing of the resources included in this product: [Year] Historical Product Content Label”).

Note: If a Participant changes a certified product’s mix at any time during a given Reporting Year in such a way as to constitute a Substantial Difference and the change is not approved by Green-e® staff through the Green-e® Energy Certified Product Mix Change worksheet, an additional disclosure must be sent to all affected customers of that product for the Reporting Year notifying them of this change. In certain cases, the Participant may also be required to offer customers a refund. The disclosure is in addition to the PPCL and HPCL. For more information on substantial differences in supply and resolving issues of ineligible supply please see [Section V.B](#) and [Section V.C](#).

##### *a. Upfront Historical Product Content Label disclosures*

For one-time sales where the customer is given a HPCL at time of enrollment that contains information about the *actual* supply procured for the customer (including the resource types, proportions, and location of generation by state/province/territory), a follow-up HPCL in the following year is not required. “Green-e® Any” or “Green-e® National” is not sufficient in an upfront HPCL disclosure. To qualify for an upfront HPCL, no variance may occur from the product mix advertised and disclosed to the customer at the time of sale and the actual supply procured for the product. Multi-year contracts with non-residential customers may also qualify for an upfront HPCL, in which case the HPCL does not need to be delivered after the time of sale unless the product mix changes over the period of the contract. In order for upfront HPCL disclosure to be used with a product sold to residential customers, such disclosure must be approved in advance by Green-e® staff.

#### **IV.B3. Required Mailings: Welcome Packet**

All Participants are required to provide each customer with (1) the current PPCL and (2) the Price, Terms, and Conditions (PTC) within 60 days of signing up to receive a certified product, or of signing up to switch a product offering or enrollment level. In addition, Participants selling to residential customers must include a welcome letter. This is referred to herein as the Welcome Packet. A Welcome Packet is not required for non-residential products if all requirements below are included within the contract.

The Welcome Letter must also include the following information:

1. The enrollment level (the amount of kilowatt-hours [kWh], percent of use, or capacity [kW]) at which the customer signed up. This may be in the top portion of the PCL or an accompanying letter or other document in the Welcome Packet. For example, if the Participant offers a 50% and a 100% product, the PPCL may reference both options, but an accompanying letter or bill must clarify the percent to which the customer has subscribed.
2. Participants selling in kW must include a disclaimer that the capacity does not guarantee a certain amount of output and individual unit's output may vary. The Participant must include an estimated output in kWh for the customer's contracted kW and include the average kW of the specific resource needed to power a typical home in the region.
3. REC products must include the "Long REC Disclosure" specified in [Section IV.E2](#) in physical mailings of the Welcome Packet. If Welcome Packet is sent electronically, the Participant may include a link in the electronic communication to the Long REC Disclosure on their website. If a Participant does not reference the certified product on their website, the Participant may link to the Long REC Disclosure on the Green-e® website ([www.green-e.org/rec](http://www.green-e.org/rec)).

The Welcome Packet may be sent electronically or physically. If sent electronically, Participants can choose to either fully display the PPCL and PTC within the body of the email, or include hyperlinks to the PPCL and the PTC within the body of the email. The links must be clearly labeled and include the document names of "Prospective Product Content Label" and "Price, Terms, and Conditions" at a minimum.

#### **IV.B4. Bills**

The certified product name and charges must be listed on the customer electricity bill. If the customer is invoiced separately by the Green-e® Participant, and where the charges and product name are not included on the customer electricity bill, the customer invoice must contain the product name and charges. In limited circumstances where the certified product charges are listed on the electricity bill, but it is not possible to list the certified product name on the electricity bill due to billing constraints, an exception may be granted by Green-e® staff upon substantiation from the participant.

#### **IV.C. Product Content Labels, Prospective and Historical**

Sellers of all products must supply PCLs to customers. The PPCL lists information about the supply the Participant is advertising and plans to provide the customer during a specific year.

The HPCL lists verified information about the *actual* supply that was retired on behalf of the customer during a specific year of sale of a certified product (the Reporting Year). The HPCL is cross-checked with verified data to ensure that customers receive the product that was advertised. There may be no more than a four percentage point difference between the PPCL and the HPCL, and no more than a one percentage point difference between the HPCL and verified data. For more information on allowed variance between PPCL and HPCL, and how such differences are addressed, see [Section V.B.](#)

#### IV.C1. Required Information for All Product Content Labels

*For all product types:* All PCLs must follow all state, provincial, or federal requirements and include the information contained in this section. Unless noted, all requirements apply to both the PPCL and HPCL. Rules that only apply to specific labels and/or product types are referenced and briefly summarized in this section. **For all product types, all information must be included in one document.**

*For Participants selling to residential customers:* Participants selling to residential customers are required to use the PCL format applicable to their product type; templates are provided at [www.green-e.org/pcl](http://www.green-e.org/pcl). A Participant may be approved to use a different format for the label if required by a state, provincial, or federal regulation or law, as long as this label contains all the required information. Minor variations in formatting, such as rounding the edges and font changes, are allowed without approval. Participant may request approval from Green-e® staff to use a customized PCL. All required language must still be present, and the label must be pre-approved by Green-e® staff before it is put into use.

*For Participants selling to non-residential customers:* Participants selling to non-residential customers may use a PCL format that differs from the templates provided by Green-e® if: (1) it includes the required PCL information, and (2) the template has been pre-approved by Green-e® staff.

*For Participants selling in wholesale transactions:* Participants selling a wholesale REC product must present all required information to their customers within one document. The requirements of the PCL may be presented to customers within a contract. For a template of how participants selling a wholesale REC or renewable electricity product can present the PCL requirements within a contract visit [www.green-e.org/pcl](http://www.green-e.org/pcl).

*For Participants selling electricity in or into California:* Participants selling electricity in or into California and that have compliance obligations under California's Power Source Disclosure (PSD) Program must comply with PSD Program requirements ([California Code of Regulations, title 20, sections 1391 to 1394](#)). This section (IV.C), and sections IV.D and IV.E, contain additional disclosure requirements that must be met to the extent that they are not prohibited. Participants are not required to provide alternative or conflicting disclosure. Participants should contact Green-e® Energy staff to resolve any apparent conflicts, with questions about additional disclosures, and for approval.

*For all Participants:* The following components are required for all PCLs.

1. **Title:** The PCL title must include whether it is the Prospective or Historical Product Content Label and the calendar year of sales to which it applies.
2. The resources in the renewable energy product, listed by fuel type percentage and geographic disclosure of facility location(s).

- a. **Location:** Disclosures of facility location:
  - i. *Prospective Product Content Label:*
    1. *Green Pricing and Competitive Electricity products:* Must provide facility location(s) by state/province/territory, not simply by NERC region.
    2. *REC products:* Should be broken out by state/province/territory if possible, however such products may be sourced nationally and therefore use terms like “National” “lower 48 U.S. states.”
    3. *All products:* For generation from U.S. territories or Alaska, the participant is required to call these locations out specifically by state or territory name in the Prospective PCL. For generation from Canadian provinces, Canadian territories, or Mexican states, the country name must be listed at minimum.
    4. *All products:* Rules on the use of “or” and “and” in lists of potential locations apply (see final paragraph of this Section IV.C1 for details).
  - ii. *Historical Product Content Label for all products:* Must provide facility location(s) by state, province, or territory.
  - iii. *Facility-specific disclosure:* If the Participant wishes to disclose the specific facility or facilities supplying the customer’s purchase on the PPCL, the HPCL must list the exact same facilities, meaning the Participant must source from the facility or facilities listed on the PPCL. If the HPCL differs (see Section V.B) the Participant must send notice to their customers that the facility originally listed was not used in the product they purchased within 60 days of the deadline for delivery of the HPCL.
- b. **Resource:**
  - i. *PPCL for all products:* Must list each resource type that will be included in the product.
  - ii. *HPCL for all products:* Must list each resource type that was included in the product.
- c. **Use of the term “Green-e® Any”:** Participants selling to non-residential or wholesale customers may use the term “Green-e® Any” to cover both “location” and “resource” disclosure requirements for the PPCL. If the product might be sourced from Canadian provinces, Mexican states, Alaska, or U.S. territories, these locations must be specifically called out by state, province, or territory name on the PPCL. The term “Green-e® Any” does not meet the requirements of HPCL disclosure.
- d. **Percentage:** See [Section V.B](#) for rules on allowable deviation between the PPCL and HPCL.
  - i. *For products sold to residential customers:* Products sold to residential customers must specify the percentage of each resource type. It is not required that the Participant specify the percent of each resource type sourced from individual states, provinces, or

territories. However, should a Participant choose to disclose resource and location percentages at this degree of specificity, the product will be reviewed during annual verification against the specified numbers and the rules associated with substantial differences in supply ([Section V.B](#)) will be applied.

- ii. *For products sold to non-residential customers:* PPCLs for products sold to non-residential customers may list estimated proportions or “Up to 100%” beside each resource type, but must specify all resources that may be used in the product. They must also specify the criteria, for example, “best value option,” used to determine the resources chosen. The HPCL for products sold to non-residential customers must specify the percent of the product that was sourced from each resource type.
3. **Level of enrollment:** PCLs must include text describing the level of enrollment or enrollment options (e.g. 100 kWh per block, 50 percent of electricity), and whether the product is sold in kWh, kW, or as a percent of electricity use. Green-e® has minimum size requirements described in Section III(A) of the Standard. Each PCL template contains the text that must be used for that product type (See [Section IV.C2](#) and [www.green-e.org/pcl](http://www.green-e.org/pcl)).
  - a. If multiple enrollment levels are displayed in the PPCL, the letter in the Welcome Packet must disclose the individual customer’s enrollment level.
  - b. *Products sold by capacity:* PCLs for products sold by capacity (in kW) must include:
    - i. A disclaimer that the capacity does not guarantee a certain amount of output and that an individual unit’s “output may vary.”
    - ii. An estimated output in kWh for the customer’s contracted kW.
    - iii. *For residential customers:* the average kW needed of the relevant resource type to power a home in the region.
4. **Contact information:** All PCLs must include the Participant’s customer service contact information, including a phone number, email address (if applicable), and company website.
5. **Green-e® Energy certified logo:** All PCLs must include the Green-e® Energy certified logo and the Green-e® Energy disclosure language: “[Product Name] is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).”
6. **Comparative Mix:** Include the comparative mix of the customer’s default electricity mix, using the following phrase or similar “For comparison, the current average mix of resources supplying [region or your electric utility] includes: Coal (x%), Nuclear (x%), Oil (x %), Natural Gas (x %), Hydroelectric (x %), and Other (x %). This resource mix was prepared in accordance with [XX state law, a particular best practice standard, or other cited source].” Any resource greater than 1% must be broken out individually or may appear as a table inside or next to the PCL.
  - a. *Green Pricing Programs and Competitive Electricity Products:* Use the system resource mix of the default provider or utility. This data must come

from the most recent year from which public data is available at the time of PCL publication. In all cases, using the resource mix most specific to the target customer is recommended.

- b. *REC products*: Comparative mix can be, at a maximum, equal to the national average resource mix. In all cases, using the resource mix most specific to the target customer is recommended.
7. **REC Disclosure**:
  - a. *All REC products*: Must include the Short REC Disclosure language (see [Template 2](#) in Section IV.C2).
  - b. *For non-residential customers*: If the Long REC Disclosure is included in the PTC or contract then the Short REC Disclosure language is not required in PCL.
  - c. *For products which sell certified RECs bundled with non-certified electricity*: Use the alternate Short REC Disclosure language (see Section IV.E2.b).
8. **Mandated renewables**: Electricity products that contain mandated renewables as allowed under Section III(D) of the Standard (**Participants who wish to use RPS renewables in the certified product must contact Green-e® staff in advance for approval**) must provide a breakout of RPS or other mandated renewables (*available at [www.green-e.org/pcl](http://www.green-e.org/pcl)*).
9. **CA Low Carbon Fuel Standard (LCFS) credits**: 100%-of-use electricity products that contain generation for which an LCFS credit has been issued (**Participants who wish to use generation for which LCFS credits have been issued in the certified product must contact Green-e Staff in advance for approval**) must provide the following disclosure (see Template 15 in Section IV.C2): If you are using this product to charge an electric vehicle (EV), the renewable generation that is used for EV charging will generate Low Carbon Fuel Standard (LCFS) credits. “This generation supports compliance with state programs rather than voluntarily going above and beyond what is required by law or statewide emissions regulations. Please see <https://www.green-e.org/news/062019> for more details.”
10. **Required Footnotes** (as applicable):
  - a. *Prospective Product Content Label for all product types*: A footnote explaining that actual resource figures may vary and the date that the HPCL will be provided to customers (see PPCL variation of Footnote 1 in the templates).
  - b. *Historical Product Content Label for all product types*: A footnote explaining that the figures reflect the resource mix delivered to the customer (see HPCL variation of Footnote 1 in the templates).
  - c. *All products*: The New Date disclosure (see Footnote 2 in the templates)
    - i. If a repowered facility is used to supply the customer, Footnote 2 must include the following language: “This product includes generation from a facility that was approved under a strict set of criteria and qualifies as repowered.”
    - ii. If a facility began commercial operation more than 15 years prior to the Reporting Year but has been approved by Green-e® for

Extended Use is used to supply the customer, Footnote 2 must include the language: “This product includes generation from a facility that was approved for extended use by Green-e® Energy.”

- iii. If both repowered and Extended Use facilities that began commercial operation more than 15 years prior to the Reporting Year are used, the two sentences above may be combined to read: “This product includes generation from facilities that were approved for extended use under a strict set of criteria by Green-e® Energy and from facilities that qualify as repowered.”
  - d. *All products sold to residential customers:* Include the following footnote describing the average residential electricity usage: “The average home in [the United States or your region] uses [XX] kWh per month. [Source: XX]”. The Participant may opt to list the electricity usage in the average home in the United States, or in the state, province, or service territory where the certified product is offered, and should use the most recently available Energy Information Administration (EIA) data at the time of publication. The geographic reference, data source, and year must be given.<sup>3</sup>
  - e. *All products containing hydropower or variable mix products that may contain hydropower:* Hydropower footnote (see Footnote 3 in the templates). The following modifications should be made to the hydropower footnote depending on the country of generation:
    - i. If the product does not source from Canadian hydropower, the reference to EcoLogo should be omitted.
    - ii. If the product does not source from U.S. hydropower, the reference to LIHI should be omitted.
11. **Federal Product:** Additional disclosures are required for products sold to Federal agencies under Green-e® Energy Federal Option products. A PCL template for Green-e® Energy Federal Option products is available at [www.green-e.org/pcl](http://www.green-e.org/pcl).
- a. Federal Option products must disclose the applicable fiscal year(s) below the PCL title.
  - b. A footnote indicating that “New Renewables come from generating facilities that first began commercial operation within the past 10 years and comply with federal agency purchasing requirements.” This is in place of requirement 9(c) above.
  - c. Disclosure of the vintage (i.e. date of generation) of the resources sold to federal agencies—this disclosure must, at a minimum, provide the quarter and year of generation.
12. **Vintage:** It is recommended, but not required, that the Participant provides customers who request it with more detailed information on the month or quarter of generation of the renewable energy used in the certified product,

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<sup>3</sup> Data on national average electricity usage can be found on the EIA website: <http://www.eia.gov/tools/faqs/faq.cfm?id=97&t=3>



since these end-users may rely on this information when comparing products and reporting to GHG inventory systems or federal agencies.

Note: It is acceptable for a large group of individual generators, areas or territories to be included in a Prospective Product Content Label if the Participant uses “or” to make it clear that supply might not be drawn from all of the listed locations—for example, when listing “Generator A, Generator B or Generator C” on a Prospective Product Content Label, the final resource mix and Historical Product Content Label may include any combination of these generators, and the removal of one of the generators in the Historical Product Content Label does not constitute a substantial change. If “Generator A, Generator B and Generator C” or “Generator A, Generator B, Generator C” is listed on the Prospective Product Content Label, the final content mix and Historical Product Content Label must include generation from all three of these generators.

#### **IV.C2. Product Content Label Templates**

Section IV.C2 provides the required templates for Electricity Products (Template 1) and REC Products (Template 2). All acceptable PCL templates can be found and downloaded at [www.green-e.org/pcl](http://www.green-e.org/pcl), including the following templates:


- *Template 1: Electricity Products Sold as 100% Percent of Use or Blocks*
- *Template 2: All REC Products*
- *Template 3: Electricity product sold as percent-of-use or blocks; combined HPCL and PPCL*
- *Template 4: REC product; combined HPCL and PPCL*
- *Template 5: Electricity product with Renewable Portfolio Standard renewable energy allowed under Section III.D of the Standard*
- *Template 6: Electricity product with Renewable Portfolio Standard Renewable Energy allowed under Section III.D of the Standard – alternative version*
- *Template 7: Percent-of-use electricity product with less than 100% Green-e® Energy certified renewable energy*
- *Template 8: Percent-of-use electricity product with less than 100% Green-e® Energy certified renewable energy; combined HPCL and PPCL*
- *Template 9: Electricity product sold in kW or shares*
- *Template 10: REC product with quarter of generation specification*
- *Template 11: Federal Option REC product*
- *Template 12: Wholesale product*
- *Template 13: Wholesale PCL within contract*
- *Template 14: Upfront HPCL for Commercial only (Residential products require prior approval)*
- *Template 15: Electricity Products Sold as 100% of use including generation for which an LCFS Credit has been issued*

Additional templates may become available at [www.green-e.org/pcl](http://www.green-e.org/pcl). Templates are subject to change over time.

Participants may add in rows for additional resources used in supply (limited to eligible resources under the Standard) and should delete the rows for all resources not used in


the product. If none of the templates provided fit the needs of the certified product, please contact Green-e® Energy staff ([energy@green-e.org](mailto:energy@green-e.org)) with the requested template change for approval.

Template 1: Electricity Products Sold as 100% Percent of Use or Blocks  
 Download PCL at [www.green-e.org/pcl](http://www.green-e.org/pcl)

[YEAR HISTORICAL/YEAR PROSPECTIVE] PRODUCT CONTENT LABEL <sup>1</sup>		
[PRODUCT NAME] is sold in blocks of [###] kilowatt-hours (kWh) or matches X% of your electricity usage. In [year], [Product Name] [was/will be] made up of the following new renewable resources averaged annually.		
Green-e® Energy Certified New <sup>2</sup> Renewables in [PRODUCT NAME] [YEAR]		Generation Location
-Biomass	%	
-Geothermal	%	
-Low impact hydroelectric <sup>3</sup>	%	
-Solar	%	
-Wind	%	
<b>Total Green-e® Energy Certified New Renewables</b>	<b>%</b>	
<p>1. [For PPCL] These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the electricity you purchased. [or, for HPCL: These figures reflect the power delivered to [Product name]'s customers in [year].]</p> <p>2. New Renewables come from generation facilities that first began commercial operation within the past 15 years. [include the following language if applicable: "This product includes generation from a facility that is approved under a strict set of criteria as repowered" or "This product includes generation from a facility that is approved for extended use by Green-e® Energy."]</p> <p>3. Eligible hydroelectric facilities are defined in the Green-e® Renewable Energy Standard for Canada and the United States (<a href="http://www.green-e.org/standard">http://www.green-e.org/standard</a>) and include facilities certified by the Low Impact Hydropower Institute (LIHI) (<a href="http://www.lowimpacthydro.org">www.lowimpacthydro.org</a>) or EcoLogo (<a href="http://www.ecologo.org">www.ecologo.org</a>); and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.</p> <p>For comparison, the current average mix of resources supplying [region or your electric utility] includes: Coal (x%), Nuclear (x%), Oil (x%), Natural Gas (x%), Hydroelectric (x%), and Other (x%). This resource mix was prepared in accordance with [a specific state law; a particular best practice standard; other cited source].</p> <p>The average home in [your region or the United States] uses ____ kWh per month. Source: U.S. EIA, 20____</p> <p>For specific information about this product, please contact [Company Name], [phone], [e-mail], [website].</p>		
		
<p>[Product Name] is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at <a href="http://www.green-e.org">www.green-e.org</a>.</p>		

Template 2: All REC Products

Download PCL at [www.green-e.org/pcl](http://www.green-e.org/pcl)

[YEAR HISTORICAL/PROSPECTIVE] PRODUCT CONTENT LABEL <sup>1</sup>		
<p>[Product Name] is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [hyperlink to the Participant's or the Green-e® Energy program's webpage containing Long REC Disclosure language: <a href="http://www.green-e.org/rec">www.green-e.org/rec</a>].</p> <p>[PRODUCT NAME] is sold in blocks of [###] kilowatt-hours (kWh) or matches X% of your electricity usage. In [YEAR], [PRODUCT NAME] [was/will be] made up of the following renewable resources.</p>		
Green-e® Energy Certified New <sup>2</sup> Renewables in [PRODUCT NAME]		Generation Location
-Biomass	%	
-Geothermal	%	
-Hydroelectric <sup>3</sup>	%	
-Solar	%	
-Wind	%	
TOTAL	%	
<p>1. [For PPCL] These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs you purchased. [or, for HPCL: These figures reflect the resource mix of the RECs delivered to [Product name]'s customers in [year].]</p> <p>2. New Renewables come from generation facilities that first began commercial operation within the past 15 years. [include the following language if applicable: "This product includes generation from a facility that is approved under a strict set of criteria as repowered" or "This product includes generation from a facility that is approved for extended use by Green-e® Energy."]</p> <p>3. Eligible hydroelectric facilities are defined in the Green-e® Renewable Energy Standard for Canada and the United States (<a href="http://www.green-e.org/standard">http://www.green-e.org/standard</a>) and include facilities certified by the Low Impact Hydropower Institute (LIHI) (<a href="http://www.lowimpacthydro.org">www.lowimpacthydro.org</a>) or EcoLogo (<a href="http://www.ecologo.org">www.ecologo.org</a>); and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.</p> <p>For comparison, the current average mix of resources supplying [region or your electric utility] includes: Coal (x%), Nuclear (x%), Oil (x%), Natural Gas (x%), Hydroelectric (x%), and Other (x%). This resource mix was prepared in accordance with [XX state law; a particular best practice standard; other cited source]</p> <p>The average home in [your region or the United States] uses ____ kWh per month. Source: U.S. EIA, 20____</p> <p>For specific information about this product, please contact [Company Name], [phone], [e-mail], [website].</p>		
 <p>[Product Name] is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at <a href="http://www.green-e.org">www.green-e.org</a>.</p>		

**IV.C3. Annual Update of the Prospective Product Content Label**

Each year, the PPCL must be updated by April 1 to reflect the mix of resources planned to be offered in the new calendar year (See [Section III.A](#) "Estimated Timeline for Processes").

Customers with automatic renewing subscriptions must receive the updated PPCL annually by April 1 via a physical or electronic communication, such as an email (See [Section IV.B1](#) for directions about how to send this communication). Merely posting this information online is not sufficient.

*All Fixed Mix products:* The PPCL must be available to potential customers on the Participant's website by April 1. The website posting must meet the display requirements listed in [Section IV.E8](#).

*All Variable Mix products:* Products sold exclusively to non-residential customers are not required to have a PPCL posted online.

#### **IV.C4. Annual Update and Delivery of Historical Product Content Label**

The HPCL, reporting the certified product mix delivered to the previous year's customers, must be sent to all existing customers by August 1 of the following year, regardless of whether or not the mix has changed from the year prior. Customers who received the certified product but are no longer purchasing the product from the Participant must also receive the HPCL applicable to their period of purchase if the Participant still has the ability to contact the customer and if such contact is permitted by law. Green Pricing Programs and Competitive Electricity Suppliers can request an extension if they can demonstrate a special need. For one-time sales of certified products where the HPCL is provided at the time of purchase, see [Section IV.B2](#).

In cases where a Green-e® Energy Certified Product Mix Change worksheet has been received and approved by Green-e® as per [Section V.B](#) of this document, the approved change in the resource mix and the reason for the change must be included on that Reporting Year's HPCL. Green-e® must approve the language used by the Participant in describing the reason for the approved resource mix change prior to the issuance of the HPCL to a Participant's customers.

*For Fixed Mix products:* For Participants selling a Fixed Mix product, the updated HPCL for the previous year must be present on the Participant's website each year by August 1. The website posting must meet the display requirements listed in [Section IV.E8](#).

*For Variable Mix products:* Participants selling a Variable Mix product are not required to post the HPCL on the Participant's website.

#### **IV.D. Price, Terms, and Conditions (PTC)**

Each Participant must provide all customers with a Price, Terms, and Conditions (PTC) disclosure document that clearly describes the customer's responsibilities in purchasing the Green-e® Energy certified product. The PTC must be in a simple and easily understandable format. There is no required format, but a sample template is provided in the *Green-e® Energy Participant Handbook*.

##### **IV.D1. Delivery Requirements for the Price, Terms, and Conditions**

The PTC must be sent to new customers within 60 days of purchasing the certified product. For residential customers, this delivery must be as a part of their Welcome Packet (see [Section IV.B3](#)). The PTC must be sent to all existing customers (including customers engaged in automatic renewing contracts, and those purchasing fixed mix and variable mix products) any time the contents of the PTC change. Required

notification of such changes during the year must allow customers at least 30 days to cancel without penalty or fee for such cancellation.

All required information must be found within the same document that serves as the PTC. For products sold to non-residential customers, the contract may serve as the PTC if all of the required information is included. In addition, if all requirements for the PCL are met within the contract for non-residential customers, the PCL does not need to be sent separately.

#### **IV.D2. Required Information for Price, Terms, and Conditions**

The PTC must include:

1. The **Green-e® Energy certified logo** (as used in [Section IV.A1](#) and [Section IV.A2](#)) except in cases where the requirements of the PTC are included within the contract for a Variable Mix product.
2. The following **language for describing Green-e Energy**: “[Product Name] is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).”
3. The **name of the Participant company** and any joint venture partners from whom the customer is purchasing or with whom the customer is contracting (if a subsidiary or joint venture, include both names). Such information must be prominently displayed to customers and must match the name provided to Green-e® staff.
4. **Company customer service contact information**, including customer service number, address, email and website.
5. The **contract length** in months (optional for one-time sales). If the contract is month-to-month, this must be specified on the PTC.
6. The **rate**, including price of the certified product, the rate structure, and enrollment-level options (either kWh block, percentage of electricity use, or kW capacity).
  - a. If the product has a maximum enrollment level (for example, a maximum capacity enrollment), this must be described in the PTC.
  - b. *For products sold under variable rates or that will switch from an introductory rate to a variable rate*: Prominently disclose the factors that determine pricing, what variable rate means (i.e. that the price will change), and the frequency of the change (e.g. monthly). If the rate structure will change in the future (for example, from an introductory fixed rate to a variable rate), a schedule must be disclosed to the customer.
7. **Any other potential charges**, including, but not limited to, taxes, the obligations/charges associated with terminating the contract, or fees associated with opting out of the default utility offering.
8. **Bill logistics**, with information on how customer will be billed and who will bill the customer (not required for one-time sales to non-residential or wholesale customers).
  - a. *REC products*: Must clarify who will bill the customer for electricity, and whether or not the cost displayed within the PTC reflects the cost of the

REC, or the cost of REC plus electricity charges. Price of RECs must be split out in cases where certified RECs are sold together with non-certified electricity.

- i. *For Participants selling RECs and no electricity:* “[REC Product Name] from [Participant Name] is a Renewable Energy Certificate (REC) product. The price of RECs is in addition to charges for your electricity. You will be charged separately for your electricity charges from [your utility or energy service provider].”
  - ii. *For Participants selling RECs and electricity to the same customer (where REC is priced separately from electricity):* “[REC Product Name] from [Participant Name] is a Renewable Energy Certificate (REC) product. The price of RECs is in addition to charges for your electricity. You will be charged separately for your electricity charges from [Participant Name].”
  - iii. *For Participants selling RECs and electricity to the same customer (where REC and electricity charges are displayed as one price):* “[REC Product Name] from [Participant Name] is a Renewable Energy Certificate (REC) product. The price includes the cost of the [REC Product Name] as well as your electricity from [Participant Name].”
9. The **cancellation policy**, including the process for early termination and if there are any fees associated with early termination.
10. **Short REC Disclosure language (REC products only):** “[Product Name] is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [hyperlink to the Participant’s or the Green-e® Energy program’s webpage containing Long REC Disclosure language: [www.green-e.org/rec](http://www.green-e.org/rec)].”  
Alternative short REC disclosure language may be required in instances where a Participant is selling certified RECs alongside non-certified electricity.
11. *For products sold to non-residential customers:* If Long REC Disclosure is included in contract or PTC, there is no need to include the Short REC Disclosure.
12. **Any requirements under state, provincial or federal law.** If there are state, provincial, or federal guidelines for format and content of PTC, a Participant must adhere to these guidelines, provided that the Green-e® Energy requirements described above are met. If the required format is excessively long or unclear, then it is suggested that Participant also supply their customers with a summary sheet of key information.

#### **IV.E. Additional Required and Restricted Marketing Language**

##### **IV.E1. Marketing Language Requirements and Restrictions**

The section below outlines further requirements and restrictions on marketing language to ensure certified products are accurately advertised.

##### *Requirements*

1. Only use environmental marketing claims that are clear and factually based.

2. Comparative and superlative statements must be presented in a clear manner that avoids customer confusion. Participants must qualify comparative or superlative statements and should be prepared to substantiate them during Marketing Compliance Review. These include statements comparing the product to others offered in the region, claiming to be the first supplier to offer certain product offerings or features, or comparing a product's generation sources to other generation sources.
3. Each separate certified product must have a distinct and consistently used product name throughout the sales materials and disclosures. The product name cannot contain the word "Green-e®" or "certified." Such terms are available for describing the product, but not allowed to be part of the product name.

### *Restrictions*

1. Do not use the Green-e® logo in association with products that are not Green-e® Energy certified or in association with a company overall. When describing, advertising, offering, or selling both certified and non-certified products on the same marketing piece or website, clearly differentiate between which products are Green-e® Energy certified and which products are not Green-e® Energy certified. The Green-e® Energy certified logo can only appear in association with the certified product, and not in association with the Participant overall or other product offerings.
2. Do not engage in misleading marketing surrounding resources used in the certified product.
  - a. Do not make general statements such as, "This product is made from 100% renewable resources such as wind, solar, geothermal, low-impact hydro and biomass," unless the product contains all resources listed or, for variable mix products, could contain specific purchases of every one of those resources.
  - b. Language used to describe or define renewable resources in a general way must also provide clarity about which specific resource types are contained in the Green-e® Energy certified product offered.
  - c. Do not show pictures of renewable resources that are not contained in the certified product mix. For example, do not show a picture of a wind turbine if the certified product contains 100% landfill gas.
3. Do not overstate environmental attributes or benefits, expressly or by implication. This includes overstating the scope of Green-e® Energy certification.
  - a. Do not make claims about renewable power that is found in the default system mix as being Green-e® Energy certified, except in the specific instances allowed in Section III(D) of the Standard. Renewables in system power that are listed in a PCL or marketing statements must be categorized under the "non-certified" portion of an electricity product and specifically labeled as "non-certified" or "not certified." The "Percent-of-Use Electricity Products With Less Than 100% Green-e® Energy Certified Renewable Energy" PCL template is available at [www.green-e.org/pcl](http://www.green-e.org/pcl).

- b. Do not represent or imply that purchasing the certified product will reduce emissions that are capped under state, provincial, or federal law, such as sulfur dioxide or nitrogen oxides:
  - unless from a generator that is located in an attainment region for NOx, or
  - unless the Participant has secured those emissions allowances and is conveying them to, or they have been retired on behalf of, the end-use customer (see the Standard for more information, as well as [Section IV.E3](#). “Greenhouse Gas (GHG) Emissions Value of Renewable Energy Products”).
- c. Do not state or imply that a customer is receiving electricity directly from a specific facility, such as “Purchasing this product results in electrons going directly from the generation unit to a purchaser’s house.” It is acceptable to say “through [the renewable energy program] electricity is delivered onto the grid from [a particular facility]”, only if the Participant is purchasing RECs and electricity from that facility and selling both the RECs and electricity as part of the certified product.
- 4. Do not refer to RECs as offsets. Further, because of the confusion that such marketing can cause, it is recommended that marketing materials for certified renewable energy products not use the word “offset” as a verb in order to avoid customer confusion. Please note that this policy does not preclude Green-e® Energy Participants from making environmental equivalency claims; see [Section IV.E3](#).

#### **IV.E2. Renewable Energy Certificate (REC) Disclosure Language**

Renewable Energy Certificate (REC) disclosure language is required on certain materials. This section applies to all certified REC products.

##### *a. Short REC Disclosure Language*

This language must be fully visible on the PPCL, HPCL, PTC and all marketing materials with a subscription mechanism (including prior to signup through websites):

[Product Name] is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [hyperlink to Participant’s or the Green-e® Energy program’s website containing Long REC Disclosure language: [www.green-e.org/rec](http://www.green-e.org/rec)].

The Short REC Disclosure language must contain a link to the Long REC Disclosure language hosted on the Participant’s website. If a Participant does not reference the product on their website, the Participant may link to the Long REC Disclosure on the Green-e® Energy program’s website ([www.green-e.org/rec](http://www.green-e.org/rec)).

##### *b. Short REC Disclosure Language for certified REC products sold alongside non-certified electricity*

If a Participant is selling a certified REC product bundled with non-certified electricity, the following language must be used in place of the short REC disclosure above:



“Renewable Energy Certificates (REC)<sup>4</sup> do not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. [Product Name] is a Green-e® Energy certified REC product. [Participant Name] is also supplying your electricity. Green-e® Energy has only certified the RECs, which may be sourced from outside of your local electricity distribution area. For more information, see [hyperlink to the Participant’s or the Green-e® Energy program’s webpage containing Long REC Disclosure language: [www.green-e.org/rec](http://www.green-e.org/rec)].”

c. *Long REC Disclosure Language*

The following Long REC Disclosure language must be included in physical mailings of customer Welcome Packets and on the Participant’s website (on the certified product page or in a general Frequently Asked Questions document) if the certified product is referenced on the website:

Your purchase of Renewable Energy Certificates (RECs) supports renewable electricity production in the region of generation. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy. For every unit of renewable electricity generated, an equivalent amount of RECs is produced, and by purchasing and pairing RECs with your electricity service you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for, and generation of, renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits, which may include emitting little or no regional air pollution or carbon dioxide.

The RECs in [Product Name] are verified and certified by Green-e® Energy, and [Company Name] is required to disclose the quantity, type and geographic source of each certificate. Please see the Product Content Label for this information. Green-e® Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. For information on Green-e® Energy please visit its website, [www.green-e.org](http://www.green-e.org).

On the website, the Long REC Disclosure language may be either fully displayed or linked to. If linked, a sentence such as the following must be included in place of the full description: “For more information about Renewable Energy Certificates (RECs), see: [hyperlink to the Participant’s or the Green-e® Energy program’s webpage containing Long REC Disclosure language at [www.green-e.org/rec](http://www.green-e.org/rec)]”. See other website requirements in [Section IV.E8](#) and [Section IV.F2](#).

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<sup>4</sup> Use the certificate name that is appropriate to the region and Regional Standard applicable to the Green-e® certified product.

*d. Prohibited Language for REC Sellers about REC Products*

Green-e® Energy Participants that sell Green-e® Energy certified REC products, whether Green-e® Energy certified or not, may not refer to or represent their product as “renewable energy.” Other terms that suggest or imply that the product is made up of renewable energy (such as “green power” or “clean energy”) are also prohibited. REC products do not contain electricity and therefore sellers are prohibited from saying or implying that the certified product contains energy, electricity, or power. REC sellers that provide electricity to customers, in addition to the certified REC product, cannot state that they are selling or delivering renewable energy. REC sellers that advertise the certified REC product plus electricity under a separate program name cannot market this program, or the REC product, as renewable energy. Instead, sellers can say that they are matching or covering the customer’s electricity demand with RECs.

REC sellers may state that the RECs are sourced from renewable energy, but not that they are providing renewable energy to customers.

Terms like “energy,” “electricity,” or “power” are acceptable in the name of a company or product where it is clear throughout all marketing that the certified REC product does not contain energy, electricity or power. An EAC product name must not contain terminology implying that the product contains electricity.

**IV.E3. Greenhouse Gas (GHG) Emissions Value of Renewable Energy Products**

Green-e® Energy certified products must be denominated in common electricity terms (e.g. megawatt-hours (MWh), kilowatt-hours (kWh), kilowatts (kW), or percentage of a user’s kWh of electricity consumption).

The implicit or explicit marketing of Green-e® Energy certified renewable electricity and REC products as a means to address or reduce emissions from anything other than the consumption of electricity purchased from the grid shall not be permitted. Likewise, statements about the certified product causing global reductions in emissions are not permitted.<sup>5</sup>

All statements related to the GHG emissions value of renewable energy products must be supported by generally acceptable scientific methodologies.

*a. Avoided Grid GHG Emissions Claims for Certified Products Not Containing Biomass*

Participants may make statements about avoided grid GHG emissions in association with the renewable energy generation or the supply used for the renewable energy product. However, they must not imply a causal link between the purchase of renewable energy and avoided emissions (i.e. that purchases result in generation or avoided grid emissions). For examples of avoided grid emissions statements permissible in Green-e®

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<sup>5</sup> Reducing the purchaser’s emissions from sources other than electricity must be done directly or with carbon offsets held to a different set of quality criteria, including additionality criteria. This can be accomplished with products certified by Green-e® Climate. For further information about Green-e® Climate, including how to begin offering a Green-e® Climate certified product, please visit [www.green-e.org/climate](http://www.green-e.org/climate) or contact Green-e® Climate at [climate@green-e.org](mailto:climate@green-e.org) or 415-561-2100.

Energy certified product marketing, please see Section VII of the *Green-e® Energy Participant Handbook*.

To calculate avoided grid GHG emissions in regions without a cap-and-trade program covering the electricity sector, Participants must use the marginal non-baseload emissions rate. The *maximum* conversion factor that Green-e® permits for use in such claims is the non-baseload output emission rate of electricity generation<sup>6</sup> of the NERC region in which the renewable MWh is generated.<sup>7</sup> In cases where a Participant does not explicitly provide geographic disclosure of a certified REC product's supply in the PPCL to consumers, the maximum rate that may be used is the lowest NERC regional average. The lowest NERC regional average is defined as the non-baseload output emission rate of electricity generation in the NERC region with the lowest such rate at the time the equivalency language is published. Non-baseload output emission rates are available from the EPA's eGRID database.

In the case that the electricity sector is covered by a cap-and-trade program that includes an allowance set-aside for voluntary renewable energy, avoided grid emissions must be calculated using the emissions factor used for the set-aside. In the case of allowance retirement without or outside of such a set-aside mechanism, the avoided emissions shall be the number of allowances retired, which can be calculated using an emissions factor approved by Green-e® staff.

Green-e® recognizes that Participants may want to use another methodology to make these conversions in certain cases. Participants can only use rates higher than the non-baseload output emission rate for the relevant NERC region of generation with the express pre-approval of Green-e® staff. In cases where such exceptions are granted, it will be required that the source of the calculation methodology used is appropriately cited in all marketing materials displaying such emissions claims. Participants may, however, use rates below the maximum levels calculated as prescribed without pre-approval from Green-e® staff. Regardless of the methodology and/or emission rates used, all Participants must be able to provide Green-e® staff and the Participant's own customers with their carbon calculation methodology to substantiate stated environmental claims upon request.

Carbon equivalency claims are also permitted. To make equivalency claims (i.e. compare the amount of avoided emissions to the amount of emissions avoided by other activities a customer may be familiar with, like trees planted or cars taken off the road) the Participant shall use and cite the [EPA's carbon equivalency calculator](#), or a comparable

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<sup>6</sup> This rate is effectively the emissions from marginal grid generation.

<sup>7</sup> Programs that specifically work with end-use consumers in communicating or recognizing their renewable energy purchases may require consumers to use a separate methodology for deriving the carbon value of renewable energy purchases, including using different conversion factors or calculating rates by different regions of generation. End-use consumers will need to work directly with these separate programs to determine what environmental claims are permitted under their respective guidelines.

calculator with approval from CRS staff. Participants must be prepared to substantiate all emissions equivalency statements made on marketing materials.

*b. Carbon Footprint Reduction Claims and Indirect GHG Emissions Claims for Certified Products Not Containing Biomass*

Using the methodology described below, Participants may make statements about: (1) the direct emissions associated with the renewable energy the customer purchases (which the customer can claim as its own indirect or Scope 2 emissions), and (2) the benefits of switching to renewable energy or a Green-e® Energy certified product in terms of changes to the purchaser's carbon footprint (i.e. changes to the customer's Scope 2 emissions). For examples of Scope 2 emissions and carbon footprint statements permissible for Green-e® Energy certified products, please see Section VII of the *Green-e® Energy Participant Handbook*.

1. To communicate the direct emissions associated with the electricity purchased (i.e. the indirect Scope 2 emissions that may be claimed or reported by customers as a part of their carbon footprints), Participants shall calculate the direct emissions of the generation used as supply for the Green-e® Energy certified product, following the market-based accounting method in the WRI GHG Protocol Scope 2 Guidance: [http://www.ghgprotocol.org/scope\\_2\\_guidance](http://www.ghgprotocol.org/scope_2_guidance).
2. To communicate the benefits of switching to renewable energy or a Green-e® Energy certified product in terms of reductions to the purchaser's carbon footprint, Participants shall calculate the difference between the direct emissions associated with the renewable energy product (i.e. Scope 2 emissions as in (1) above) and the direct emissions associated with the default or alternative electricity product/mix in the purchaser's location (i.e. the emissions the purchaser would otherwise report). This default mix is most often the residual mix regional grid average (a regional grid average emissions factor minus voluntary purchases in that region). Green-e® provides Residual Mix Emissions Rates annually by region published on the Green-e® website.

*c. GHG Emissions-related Statements for Certified Products Containing Biomass*

Biomass resources (including biogas) used to generate electricity must not be referred to as a "zero emissions resource" because they create direct carbon emissions when used to generate electricity. Green-e® Energy does not provide a methodology for accounting for carbon emissions associated with biomass energy products.

In addition, use of emissions from marginal grid generation for avoided grid GHG emissions claims may not be appropriate for renewable generation with positive direct emissions (e.g. generation from biomass fuels). Green-e® does not endorse such statements when positive direct emissions exist.

If emissions from using biomass resources to generate electricity are quantified and used in marketing materials (including calculations of net emissions, offsite carbon sequestration, and/or avoided fossil emissions), the following language must be included within the marketing referring to emissions from this resource: "Green-e® Energy does not certify or verify carbon emissions claims or methodologies for calculating emissions related to biomass."

#### **IV.E4. Statements Implying Carbon Neutrality**

The Green-e® Energy program does not support or endorse claims of carbon neutrality. Carbon-neutral claims may not be made about or in relation to Green-e® certified products, and therefore cannot be present on Product Content Labels or Price, Terms, and Conditions, or other marketing materials for the certified product.

If a claim of carbon neutrality is made about a non-certified product, and this statement is in proximity to discussion of the Green-e® certified product, the following clarifying language must be located immediately beside the claim, “Green-e® Energy does not verify this claim.”

#### **IV.E5. Describing Products with Special Features**

Green-e® Energy certification pertains only to the product characteristics compliant with Green-e® criteria. Participants may wish to market aspects of a certified product that fall outside of these criteria. In such cases, it is necessary for the Participant to clearly state that Green-e® Energy does not certify certain aspects of the product.

For example, if the Participant is claiming that part or all of the revenue associated with sales of the certified product is allocated toward avian protection, it must be clearly stated in the area where this aspect of the product is discussed the Green-e® Energy program does not certify the avian protection aspect, only the certified product itself.

Likewise, if the Participant is claiming that a specific portion of revenue associated with sales of the certified product is set aside for development of new renewable energy projects, the Participant must clearly state in the area where this aspect of the product is discussed that this activity is not verified by Green-e® Energy, and that only the product itself is certified.

#### **IV.E6. Statements Implying Local or Regional Benefits**

Local or regional claims require prominent disclosure of the state, province, or territory of generation (matching the PCL), in support of any claims made, within the same marketing piece or webpage.

#### **IV.E7. Advertising Through TV, Radio, and Electronic Media**

Regardless of the medium, all advertising must follow the requirements of the *Green-e® Energy Code of Conduct*.

If customers can subscribe or buy the certified product through a form of electronic media, such as a mobile interface, the subscription mechanism requirements apply (see [Section IV.F1](#)). All subscription mechanisms advertising REC products require Short REC Disclosure language.

#### **IV.E8. All Websites**

Any and all information related to the certified product provided on the Participant’s website must be clear and not deceptive. Websites that do not market the certified product in any way do not need to include specific information about Green-e® Energy or provide PCLs or PTCs.

Websites that refer to a certified product must include the following on the most prominent product page:

- a. The Green-e® Energy description language, which must be fully visible with the “Green-e® Energy certified” logo:

“[Product Name] is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).”

Note: By fully displaying the PPCL and the PTC on the most prominent product page, the Participant meets this requirement.

*All Fixed Mix products:* The most recent PPCL, HPCL, (if applicable), and PTC must be visible and prominently displayed on the certified product’s website.

*All Variable Mix products:* The PPCL and HPCL (if applicable), and PTC are not required to be displayed online.

The documents may be either fully and prominently displayed on the product page or accessible through hyperlinks, which must be clearly labeled to reflect the contents and include the document names of “Prospective Product Content Label,” “Historical Product Content Label,” and “Price, Terms, and Conditions,” as applicable, at a minimum. The links must be accompanied with a descriptive sentence, such as, as applicable: “For a complete list of the resources included in [Product Name] view the Prospective Product Content Label.” “To see what customers received last year, view the Historical Product Content Label.” “To view highlights of the conditions of your subscription, see the Price, Terms, and Conditions.”

For information about when the PPCL, HPCL, and the PTC are required to be updated, see [Section IV.C](#) and [Section IV.D](#) .

*For REC products only:* The Participant website must include the Long REC Disclosure language, which may be fully displayed or be accessible through a link. See [Section IV.E2](#) for the specific Long REC Disclosure language. If accessible through a link, a sentence such as the following must be included: “For more information about Renewable Energy Certificates (RECs), see: [hyperlink to Participant’s or Green-e’s webpage containing Long REC Disclosure language: [www.green-e.org/rec](http://www.green-e.org/rec)].”

For information on websites that also function as a sales channel see [Section IV.F](#), including [Section IV.F2](#).

#### **IV.F. Sales Channels/Subscription Mechanisms**

##### **IV.F1. Rules That Apply to All Sales Channels/Subscription Mechanisms**

The following rules apply to all mechanisms through which a customer can enroll in, or purchase, a certified product.

- a. The following information must be visible to residential and non-residential customers prior to subscription, enrollment, or purchase (whichever applies). This information must also be included in any Request for Proposal responses. Additional requirements and exceptions are noted in the applicable sales channel subsection below.
  - i. **Resource mix:** The renewable energy resources in the product, listed by fuel type percentage (%). This information must match the current PPCL.

- ii. **Geographic location:** The geographic location of renewable energy sources in the product. This information must match the current PPCL.
- iii. **Price:** The price of the certified product, the rate structure, and enrollment level options (either kWh block, percentage of electricity use, or kW block).
  - a) If the price is variable, disclose the frequency of the variability (e.g. monthly). If the rate will change in the future, disclose what the change will be and when the change will occur.
  - b) For REC products, disclose if the price contains the cost of the certified REC product and the cost for electricity.
- iv. **Contract length:** The required contract length (if any) and fee for early termination (if applicable).
- v. **The “Green-e® Energy certified” logo:** The logo with [www.green-e.org](http://www.green-e.org) (hyperlinked in electronic documents) and/or the Green-e® Energy description language from [Section IV.A2](#).
- vi. **REC products:** The Short REC Disclosure language in [Section IV.E2\(a\)](#) must be fully visible. This requirement could also be met by displaying the Long REC Disclosure language ([Section IV.E2\(b\)](#)) prior to purchase.

By displaying the PCL and the PTC prominently on the subscription mechanism itself, the above requirements are achieved.

As a reminder, additional disclosures must be sent to the customer within 60 days of sign up, per [Section IV.B3](#). All other requirements of the *Green-e® Energy Code of Conduct* (such as HPCL disclosure) apply.

- b. The Participant is responsible for all marketing materials and subscription mechanisms.

Participants must approve and maintain control over all advertising and sales channels of their certified product. Hiring third-party marketing companies is allowed if the Participant approves all marketing materials.

Third parties without contracts with CRS may endorse or refer customers to Participants selling Green-e® Energy certified products, but they cannot sell certified products themselves, advertise that they do so, or use the Green-e® Energy logo. It must always be clear to prospective customers who the seller of a Green-e® Energy certified product is and which party has the contract with CRS.

For all Participants, all sales must be done through the company that has a contract with CRS (the “contracted company”). Third parties without contracts with CRS, and their affiliated sales associates, can direct potential customers to the contracted company’s website or phone service, but cannot sell directly through their own website. Third parties without contracts with CRS, and their affiliated associates who are employed by the contracted company, can enroll customers via physical documents, but enrollments must be processed by the contracted company. Sales associates are not allowed to create or use marketing materials that have not been provided by the contracted company. All websites and marketing materials must be provided by the contracted company to sales

associates. This includes any reference to the product online. In addition, Green-e® staff may require all marketing materials also be pre-approved.

#### **IV.F2. Sales Channel: Websites**

In addition to the requirements for websites listed in [Section IV.E8](#), websites with subscription mechanisms must either:

- a. Fully display the PTC, current year PPCL, and prior year HPCL (if applicable) for customer prior to sign-up, or
- b. Fully display disclosures as required for all sales mechanisms and as listed in [Section IV.F1](#), and provide visible hyperlinks for the PTC, current year PPCL, and prior year HPCL (if applicable), for customer prior to sign-up. The links to these documents must be clearly labeled, including the document names, and must be accompanied with a descriptive sentence, such as, as applicable: “For a complete list of the resources included in [Product Name] view the Prospective Product Content Label.” “To see what customers received last year, view the Historical Product Content Label.” “To view highlights of the conditions of your subscription, see the Price, Terms, and Conditions.”

By posting the PPCL, HPCL, and PTC on a prominent page that all customers enrolling online will see before sign up, the Participant meets the requirements of both Section IV.F2 and [Section IV.E6](#).

Websites offering REC products: The REC Disclosure language requirements listed in [Section IV.E2](#) apply.

#### **IV.F3. Sales Channel: Bill Inserts/Paper Sign-up Forms**

All subscription mechanism disclosure requirements in [Section IV.F1](#) apply. Physical enrollment forms (such as physical mailers, bill inserts, postcard enrollment forms, etc.) must include the certified product’s resource mix, geographic location, price/rate structure, contract length, and Short REC Disclosure language (if a REC product).

#### **IV.F4. Sales Channel: Door-to-Door Cold Marketing**

All subscription mechanism requirements apply. All enrollment forms used must include the certified product’s resource mix, geographic location, price/rate structure, contract length, and Short REC Disclosure language (if a REC product). See [Section IV.F1](#) for details on these requirements.

#### **IV.F5. Sales Channel: Relationship and Warm Marketing**

All subscription mechanism requirements apply. All enrollment forms used must include the certified product’s resource mix, geographic location, price/rate structure, contract length, and Short REC Disclosure language (if a REC product). See [Section IV.F1](#) for details on these requirements.

All marketing materials must be controlled and approved by the Participant. All sales must be conducted through the company with a contract with CRS (e.g., through the parent company website where the customer has the opportunity to view required disclosures on the parent company website, or if sign-up occurs in person, all enrollments must be processed by parent company).



In addition to the rules specified in Section IV.F1, companies that are determined to be “multi-level marketers” by CRS must additionally comply with the following requirements (note that status as a multi-level marketer will be determined by CRS exclusively):

1. Multi-level marketers must collect all marketing information, including screenshots / images of affiliated websites for the Marketing Compliance Review submission. Multi-level marketers are not eligible to move to annual Marketing Compliance Review.
2. Multi-level marketers must include language in each instance where the Green-e® logo is used, as well as in the PPCL, HPCL, and PTC, stating specifically that “Green-e® Energy certifies the product [“Product Name”] only. Neither this company nor the company’s business structure are certified.”

#### **IV.F6. Sales Channel: Electronic Media**

All subscription mechanism requirements apply. Electronic subscriptions mechanisms (such as social media, mobile apps, electronic interfaces at kiosks, etc.) must include the certified product’s resource mix, geographic location, price/rate structure, contract length, and Short REC Disclosure language (if a REC product), even in cases with minimal space for disclosure. See [Section IV.F1](#) for details on these requirements.

#### **IV.F7. Sales Channel: Customer Service Center**

All Participants selling a fixed mix product must communicate the information contained in the Material with Subscription Mechanisms requirements to customers prior to over-the-phone enrollment in a Green-e® Energy certified program or purchase of a Green-e® Energy certified product. See Section IV.F1 for details on these requirements. REC products must include the Short REC Disclosure Language: “[Product Name] is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity.” For call centers, Participants may draft and use an alternative disclosure sentence with approval from Green-e® staff. Requirements also apply to enrollment through third-party verification (TPV) software.

CRS does not require call centers to have 24-hour availability, but representatives must respond within two business days. See the *Green-e® Energy Participant Handbook* for additional guidance for call centers.

#### **IV.G. Special Requirements for Brokers**

Brokers must ensure that the purchaser of a product certified by virtue of the broker’s contract with CRS receives all of the required information from either the broker or the seller. The purchaser must receive a PPCL; a HPCL; and a PTC. PPCL disclosure may not apply if the HPCL is delivered at the time of sale (see [Section IV.B2\(a\)](#)).

#### **IV.H. Certified Wholesale Sales**

All PPCL; HPCL; PTC; and marketing rules apply to wholesale sales.

In cases where the wholesale seller is a Participant selling a certified wholesale product and the purchaser is a Participant buying supply for its certified product, the purchasing Participant may need to specifically request a wholesale product comprised of resources

that are compatible with the resource mix the purchasing Participant is offering in its own certified product in order to meet the requirements of this *Green-e® Energy Code of Conduct*.

Sellers are not allowed to misrepresent the product's certification status in a way that states or implies certification survives resale by the purchaser. Wholesale providers must be clear to their customers that only the wholesale transaction is certified, and that if the purchaser wishes to sell a Green-e® Energy certified product, the purchaser must sign a contract with CRS.

#### **IV.I. Utility and Developer Requirements for California Enhanced Community Renewables Program (SB43)**

California investor-owned utilities are required to ensure all required disclosures are conveyed to the customer. See Green-e® Energy requirements for renewable energy project developers participating in the California Enhanced Community Renewables program at Green-e® Energy's [California Enhanced Community Renewables Information](#) page.

#### **IV.J. Complaints Record**

All participants must maintain an internal record of all complaints received pertaining to the Participant's Green-e® Energy certified product's compliance with Green-e® Energy requirements. Complaints may relate to a perceived lack of compliance of the certified product with the Green-e® Energy Standard, Code of Conduct, or intent of the Green-e® rules. Participants must submit all complaints (in PDF, Microsoft Word, or Excel formats) for review by CRS during their Marketing Compliance Review. CRS staff will review this Complaint Record and, if needed, ask the participant to take appropriate action to reconcile any deficiencies that may affect compliance with Green-e® certification requirements. CRS reserves the right to request the Complaints Record from participants at any time.

### **V. ENFORCEMENT AND CENSURE**

Participants are obligated to comply with the requirements of this Code of Conduct, as well as the other terms of their certification agreements. Failure to remedy non-compliance may lead to termination of Participant's *Agreement* and, as result, product decertification. Product decertification also occurs when a Participant voluntarily terminates its Agreement covering the product. Whether decertification occurs as a result of termination by CRS for cause or by Participant voluntarily, Participants are subject to certain requirements as set forth here and elsewhere in Participant's Agreement.

#### **V.A. Deficient or Different Supply**

##### **V.A1. Replacement Supply or Refunds**

Where the Green-e® verification process reveals significant differences between what has been disclosed or sold to customers and what was actually delivered, Participant is required to make affected customers whole. This may be done by purchasing extra supply to match the disclosures made, or in some cases Center may approve a notification plan to actively provide relevant customers with information about the

change in supply and offer customers a refund if they desire. Replacement supply must be audited by a qualifying independent auditor upon request by CRS and must meet the requirements in the *Standard*. Such notice of changed supply and the offer of the refund must be mailed or emailed to customers (as described in [Section IV.B2](#) "Required Mailings: Historical Product Content Label"), rather than only appearing on the Participant's website. Examples of common supply and claims issues are described in Section IV.D of the *Green-e® Energy Participant Handbook*.

### **V.A2. Substantial Differences in Supply**

Products will be considered to have a "Substantial Difference" in supply in any given Reporting Year where there is a difference from that Reporting Year's Prospective Product Content Label such that:

- a. The type, source or proportion of renewable resources changes by greater than four (4) percentage points of the certified product's mix<sup>8</sup>
- b. A specific geographic location of generation provided in the PPCL changed or removed from the mix (see below for how use of "and" and "or" affects geographic disclosure), or
- c. A resource type is added or removed from the mix.

Worksheet Requirement. When one of the above Substantial Differences occurs, Participant must submit a completed Green-e® Energy Certified Product Mix Change worksheet (available on the Green-e® website) detailing the change in mix. The worksheet is due no later than the due date of the unaudited report worksheet for the year that the resource mix changed.<sup>9</sup>

The Green-e® Energy Certified Product Mix Change worksheet requires applicants to submit an explanation of why the new mix provides more value to the customer. Such value to the customer should be demonstrated. The argument that the new mix is a lower cost to the consumer will not be persuasive. Examples of persuasive reasons may include providing customers with more local resources or providing more of a resource type that is particularly valued among those customers.

Center will review the submitted Green-e® Energy Certified Product Mix Change worksheet and communicate its decisions to Participant. Participants may request an estimated timeline for approval. In cases of changes of greater than ten (10) percentage points, Center will decide if such a change is in the best interest of the customer and, if so, Center will take the case to the Green-e® Governance Board for final determination.

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<sup>8</sup> For example: A 100% solar product that is sold to a customer to cover 50% of their electricity usage will be considered significantly changed if the customer receives 47% of their total electricity from certified solar and 3% from wind, as the certified product would have changed by 6%, from 100% solar to 94% solar. However, a certified product that covers 100% of a customer's electricity load and is made of 50% solar and 50% wind would not be considered to have changed substantially if it changes to 53% solar and 47% wind, as this is only a change of 3% of a resource as a percent of total load.

<sup>9</sup> For example, a Green-e® Energy Certified Product Mix Change worksheet for a product sold in 2021 must be received by Center in February 2022 in accordance with the Reporting Year 2021 Verification Timeline.

Failure to submit the Green-e® Energy Certified Product Mix Change worksheet before the due date will result in the Participant being in breach of the Participant's *Agreement* as of the date of discovery of the mix change by Center.

Customer Notification Requirement. If Participant changes a certified product's mix at any time during a Reporting Year in such a way as to constitute a Substantial Difference, Participant must notify customers of that product for the Reporting Year (including those purchasing the product over time or through automatic renewals), unless Center has approved a Green-e® Energy Certified Product Mix Change worksheet.<sup>10</sup> This notification is in addition to the required mailing of the annual HPCL. Changes that are Substantial Differences for which Center has approved a Participant's Product Mix Change worksheet must be explicitly stated on the required mailing of the annual HPCL, and include an explanation for why the difference occurred. A product's content might also change substantially between distribution of the PPCL and either annual verification of that product or when the HPCL is distributed. Changes that are not Substantial Differences do not require an updated Product Content Label to be distributed to customers.

See Section IV.C of the *Green-e® Energy Participant Handbook* a diagram of the process for addressing substantial differences in supply.

### **V.A3. Additional Steps Required for Different or Deficient Supply**

Where a Substantial Difference in or deficient supply is identified, Participant must obtain Center approval and either:

- a. Procure eligible replacement supply, or
- b. Notify customers and allow them the option of canceling without penalty and receiving a refund in the amount of the premium they paid beyond their standard electricity service for the certified product, for the period of time the certification was misrepresented. The notification must be approved in advance by Center and must be sent to all customers who received such product.

If the HPCL delivered to customers differs from the data submitted and audited during the annual verification process by one (1) percentage point or more, then Participant must work with Center to amend the product and/or redistribute an updated HPCL and may also be required to offer a refund.

If the above actions are not taken the Participant's products may be decertified or subject to other enforcement action. If problems with supply result in decertification, Participant must follow the requirements of [Section V.E](#) "Required Action in the Event of Product Decertification."

### **V.B. Marketing Compliance Review**

If Marketing Compliance Review reveals that Participant is out of compliance with the Green-e™ program requirements with respect to marketing, including those contained

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<sup>10</sup> Green-e® Energy Certified Product Mix Change worksheet is available to Participants through the Participant Portal on [www.green-e.org](http://www.green-e.org).

in this *Code* and the applicable *Logo Use Guidelines*, Participant is required to cooperate with Center to bring all marketing materials and disclosures into compliance, including through revision of marketing and/or verification materials. Center also may require additional disclosure to affected customers. Such cooperation does not derogate from or undermine any Participant's contractual obligations and Center's right under the terms of its certification contract, including with respect to suspension and termination for non-compliance and breaches.

#### **V.C. Customer Notification Required for Product Decertification**

Once a product is decertified (whether voluntarily by a Participant or for cause by Center), Participant must fulfill all remaining certification obligations, including obligations described in the *Agreement* and *Code*.

In addition, Participants must provide customers with a notice approved by Center within 60 days after the date of decertification (typically, the date of the *Agreement* terminates). The notice must be sent to all customers who received the decertified product. The notice must contain the following information:

1. A statement that:
  - a. **If the product is still offered**, it is no longer Green-e® certified as of the date of decertification, and customers may cancel the product that was previously certified, free of charge, starting on the date of decertification, or
  - b. **If the product is no longer offered**, the product has been discontinued.
2. A hyperlink or the address for the Green-e® program website, [www.green-e.org](http://www.green-e.org), with instructions that the customer can find Green-e® certified products there.
3. If customer refunds are required by Center, the customer is entitled to refund(s) and the process for obtaining such refund(s).

Proof that notification has been sent must be provided to Center within 14 days of sending the notification. Such proof includes, but is not limited to: a copy of the letter of notification, email confirmation of notification, or a statement from a mailing service.

If a compliant and satisfactory notification is not sent on time, the Participant must offer a refund to affected customers for the premium customers paid for the product above their normal electricity rates for the period in which the customer thought they were receiving a certified product but were not.

#### **V.D. Restrictions on Future Green-e® Certification**

If a Participant's product is decertified due to non-compliance (i.e., terminated for cause), Participant will not be permitted to certify any new products through the Green-e® program for 12 months, unless it obtains approval from the Green-e® Governance Board. After 12 months, the Green-e® Governance Board may at its discretion deny certification of any new products for which the Participant seeks certification.

#### **V.E. Public Announcements of Decertification**

Center reserves the right to make public announcements, including website posts, concerning product decertification and Participant termination. For example, Center

would expect to announce product decertification if Center does not receive proof of the notification required under Section V.D, if the product is terminated for cause, or if any of the actions listed in Section V.C have not taken place. Public announcements may include: listing on the Green-e® program website as “Decertified Due to Non-Compliance;” market advisories and press releases describing the noncompliance; and notification to customers, consumer associations, or governmental or other oversight bodies.