



# Renewable Fuels

## Green-e<sup>®</sup> Renewable Fuels Code of Conduct

For Products Certified under the  
*Green-e<sup>®</sup> Renewable Fuels Standard*

**Version 1.0**

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**Center for Resource Solutions**

1012 Torney Avenue, 2nd Floor  
San Francisco, CA 94129 USA

+1-415-561-2100

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

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## I. Purpose of Document

This Green-e® Renewable Fuels Code of Conduct (“*Fuels Code*”) is incorporated into and part of the Green-e® Renewable Fuels Certification and Logo Use Agreement (the “*Agreement*”) governing certification under the Green-e® Renewable Fuels program administered by Center for Resource Solutions (“CRS” or “Center”).<sup>1</sup> This document serves to describe certain processes, rules, and disclosure requirements of Green-e® certification of renewable fuels-related products under the Green-e® Renewable Fuels Standard (“*Fuels Standard*”). Relevant definitions are provided in the Green-e® Glossary (available online at [www.green-e.org/glossary](http://www.green-e.org/glossary)).

Participant’s staff (especially personnel with responsibility for marketing, sales, accounting, and web presence) will benefit from familiarity with this *Fuels Code*. Center also has prepared an informational document, the Green-e® Renewable Fuels Participant Handbook (“*Participant Handbook*”) that is available to Participants on request and provides additional examples and templates related to the requirements in this *Fuels Code*; the *Participant Handbook* is not incorporated into the *Agreement* and is for illustrative and guidance purposes only.

The rules in this *Fuels Code* apply to Participant materials produced or provided in any language. Center may prepare translations of Green-e® program documents for convenience; however, in the event of any conflict between the English version of any Green-e® program document and a translated version, the English version shall prevail.

## II. Updates to the Fuels Code

Center reserves the right to update this document as provided by and in accordance with the *Agreement*.

## III. Green-e® Renewable Fuels Program Processes

### III.A. Important Dates for Compliance

Major compliance deadlines for certification are in the following table. Compliance deadlines may vary year-to-year based on local holidays and other considerations.

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<sup>1</sup> For details concerning to which contracts the *Fuels Code* applies, please refer to your Certification and Logo Use Agreement and its list of incorporated appendices. For marketing requirements and guidelines that apply under the *Green-e® Direct Program Agreement for Renewable Fuels*, please see *Green-e® Direct Requirements for Renewable Fuels* (available via [www.green-e.org/renewable-fuels](http://www.green-e.org/renewable-fuels)).

Center typically provides exact dates and notice of the processes outlined below via email to the contacts identified by Participant in the *Agreement*.

Month	Week	Deadline
January	1	<b>Fees:</b> Payment due for renewing Participants.
February	2	<b>Verification:</b> Unaudited reporting due. Green-e® Renewable Fuels Certified Product Mix Change Worksheet due.
	4	<b>Marketing Compliance Review:</b> Products have until the last business day of February to provide requested marketing materials to Center. Center will review materials and respond, after which the Participant has 30 days to complete requested changes.
April	1	<b>Prospective Product Content Label:</b> The current year's Prospective Product Content Label must be sent to all customers in automatic renewing subscriptions, and posted on product website by this time. See <a href="#">Section IV.B.1</a> and <a href="#">Section IV.C.1</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 (unless extension is granted). This deadline is typically the first business day in June.
August	1	<b>Historical Product Content Label:</b> Historical Product Content Label for prior year must be sent to customers and updated on the Participant's website by this time. See <a href="#">Section IV.B.2</a> and <a href="#">Section IV.C.1</a> for more information.
	4	<b>Marketing Compliance Review:</b> Products have until the last business day of August to provide requested marketing materials to Center. Center will review materials and respond, after which the Participant has 30 days to complete requested changes.

### III.B. Participant Obligations

In order to receive certification for the Product subject to the *Agreement*, Participant is required and agrees to:

1. Submit requested Marketing Compliance Review materials (as further described below) to ensure that website and marketing materials are in compliance with program requirements;

2. Conduct an annual verification of certified product sales and purchases, according to the Green-e® program annual verification process for renewable fuels;
3. Provide customers and prospective customers with all required information about the certified product in an adequate, accurate and clear way;
4. Actively guard against double counting of certified products by following the requirements in the *Fuels Standard*, including:
  - a. Selling renewable fuels or Renewable Fuel Certificates (“RFCs”) only once; and
  - b. Taking reasonable actions to ensure that all renewable fuel or RFC supply purchased by Participant to sell in Green-e® Renewable Fuels certified products is free of use claims from others, and that the renewable fuels or RFCs have not been sold to any other party; and
5. Ensure, by reporting to Center Participant’s agreements, attestations, and other contractual agreements with fuel producers, fuel deliverers and wholesale counterparties, that production output sold in the certified product has not been counted as part of, or used for compliance with, any mandated renewable fuels or other energy program (where applicable).

Instructions concerning these obligations are below.

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

Center conducts Marketing Compliance Review (MCR) for each Product subject to certification to ensure that Participant is abiding by the *Fuels Code*.

MCR submissions typically are due from Participant twice a year, on the last business day of February and the last business day of August of each year. They must include a completed MCR checklist and samples of all marketing materials related to the Product requested by Center. Center will provide the necessary materials and instructions to the Participant ahead of the deadline.

If Center requires changes to Participant’s marketing materials for compliance with the *Fuels Code* or other terms of the *Agreement*, Participant must complete the changes in a timely manner (see [Section V](#) below for information about enforcement and censure procedures triggered by non-compliance). For more information about MCR, see Section III the *Participant Handbook*.

### **III.D. Annual Verification Process and Deadlines**

Participants must complete an annual verification audit of their renewable fuels purchases and sales; for the purposes of the *Fuels Code*, “renewable fuels” encompasses unbundled RFCs and also fuels bundled with RFCs. The verification audit must be conducted by a qualifying independent auditor (selected by the Participant), following instructions provided annually to Participant by Center. The audit uses Participant records (such as contracts, invoices and billing statements),

renewable fuel tracking system records, and Green-e® program attestations to verify that renewable fuels products subject to certification have adhered to all relevant rules in the *Fuels Standard*; purchase and production of renewable fuels equal sales of the certified product; and the Historical Product Content Label is accurate.

The audit report and final verification data and documentation must be submitted to Center no later than the verification deadline, which can vary from year to year, and typically is the end of the first business day in the June after the “Reporting Year,” meaning the calendar year subject to audit. Attestation forms, tracking system reports, and other documents, as specified by the Center must be submitted with the audited data and documentation.

In addition to the report by the independent auditor, Participants also are required to submit an unaudited report of certified sales in the February following the close of the Reporting Year.

Center will notify Participants of all verification deadlines applicable to the Reporting Year in advance of the unaudited report deadline.

Failure by a Participant to submit required verification materials to Center by the applicable due date will result in the charging of late fees in accordance with the Certification Fee Structure incorporated into the *Agreement* and may subject Participant to other enforcement consequences. For more information on the verification process, please see Section IV of the *Participant Handbook*.

## IV. Marketing Disclosure Requirements

### IV.A. Requirements for All Marketing

Participant’s 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 documentation and marketing materials required by the *Fuels Code* must use consistent names for the certified product and the Participant, respectively. Changes in product name must be reported to Center in writing no less than 15 days in advance of the change.

While the *Fuels Code* uses ‘dekatherm’ as the unit of measurement for fuels products, Participant may choose to use other units of measurement in its required disclosures and to market the certified product, such as British Thermal Units (BTUs) and hundreds of cubic feet (ccf).

#### IV.A.1. Logo and Word Mark Use

Participants are licensed to use certain Center trademarks subject to and in accordance with terms and condition of the *Agreement*, including the incorporated

Green-e® Renewable Fuels Logo Use Guidelines (“*Logo Use Guidelines*”). Use of the Center’s marks, including the Green-e® logo(s) and word mark, in any manner not expressly authorized under the *Agreement* is prohibited and constitutes a violation of the *Agreement*, including this *Fuels Code*. Participants must not use the Green-e® logo(s) or word mark, except in direct association with Participants’ certified products; accordingly, such marks must not appear on Participant materials, such as business cards, email or website footers, or letterhead.

#### **IV.A.2.Required Language for Describing Green-e® Renewable Fuels Certification**

Every use of the Green-e® logo must be accompanied by the website address, [www.green-e.org](http://www.green-e.org), unless Participant receives written approval from Center to omit it. Wherever possible, the address should actively link to the Center’s Green-e® program website.

When using the Green-e® logo or word mark in certified products’ Historical and Prospective Product Content Labels and Price, Terms, and Conditions (see Sections [IV.B.1](#), [IV.B.2](#) and [IV.D](#), respectively), Participant must include the following disclosure language next to the mark(s):

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

Participants also must include this language on the webpage that most prominently describes their certified product(s). This requirement will be satisfied by prominently displaying the Prospective Product Content Label.

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

#### **IV.A.3.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® Renewable Fuels certified products should be described as “Green-e® Renewable Fuels Certified” when a Participant wishes to identify the relationship between the Product(s) subject to the *Agreement* with CRS’s Green-e® Renewable Fuels certification program. CRS rejects descriptions of renewable fuels, fuel production pathways, utility renewable fuels retail programs, RFCs or fuel certificates by any other name, or other renewable energy or fuel 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). Furthermore, the word “Green-e” is a trademark of CRS, registered in the U.S. and to which CRS claims rights in other countries and may only be used in reference to certified products; other uses may violate CRS’s intellectual or other property rights, among other issues.

Any Participant found selling, marketing, or otherwise describing the sale of any fuel or RFCs, whether in certified and uncertified transaction, as “Green-e® eligible” or any similar variation will be considered out of compliance with the *Fuels Code* and their participation in the Green-e® Renewable Fuels certification program will be terminated.

## **IV.B. Required Disclosures**

Participants have customer disclosure obligations for any product subject to certification, as detailed below. Disclosures required herein may be conveyed by email, newsletter, annual report, or other regular communication. Required disclosures must be actively delivered; it is not sufficient to post disclosures on a website. Participants may provide a disclosure via email that contains a direct link to the required material. If a Participant does not have an email address for a customer, it must use another approved form of communication with the required content in order to satisfy its obligations.

### **IV.B.1. Required Mailings: Prospective Product Content Label (“PPCL”)**

Participants must deliver at least two product content labels annually to customers of the Green-e® Renewable Fuels certified product: a Prospective Product Content Label and a Historical Product Content Label. (Additional PCLs may be required in the event of changes to a certified product.)

Participants must deliver to customers the current year’s Prospective Product Content Label (PPCL) within 60 days after the customer purchases the certified product, in the form of a Welcome Packet (see [Section IV.B.3](#)).

If a customer purchases a certified product to be delivered over more than one calendar year, or that renews automatically (such as signing up for a renewable fuels product from a gas provider), 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 Welcome Packet.

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 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.B.2.Required Mailings: Historical Product Content Label ("HPCL")**

##### *a. General Historical Product Content Label distribution requirements*

Participants must deliver to each customer that purchased the certified product at any point during the previous year (whether for the whole year, a period of the year, or in a one-time purchase) a Historical Product Content Label (HPCL) by August 1 of the year following purchase. The HPCL must meet *all* information requirements of [Section IV.C](#) and contain accurate information about the contents of the product. (See also [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. 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").

##### *b. 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 production pathways, proportions, location of fuel production, carbon intensity, and vintage), a follow-up HPCL in the following year is not required. To qualify for upfront HPCL disclosure, 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 Center.

#### **IV.B.3.Required Mailings: Welcome Packet**

Within 60 days of signing up to receive a certified product, or of signing up to switch a product offering or enrollment level, each customer must be provided the following documents by the Participant as part of the "Welcome Packet":

- a. A welcome letter;
- b. The product's current PPCL; and
- c. The product's Price, Terms, and Conditions ("PTC"), as further described in [Section IV.D](#) below.

The Welcome Packet must also include the following information:

- d. The enrollment level (the number of dekatherms or percent of fossil natural gas use) at which the customer signed up. This may be in the top portion of the PPCL or an accompanying letter or other document in the Welcome Packet. For example, if 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.
- e. For Participants selling RFC products, the “Long RFC Disclosure” specified in [Section IV.E.2](#) in physical mailings of the Welcome Packet. If the Welcome Packet is sent electronically, Participant may include a link in the electronic communication to the Long RFC Disclosure on their website. If a Participant does not reference the certified product on their website, Participant may link to the Long RFC Disclosure on the Green-e® program website ([www.green-e.org/rfc](http://www.green-e.org/rfc)). Participants offering Variable Mix products to non-residential customers may satisfy this requirement by including the Long RFC Disclosure language in their contracts.

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.B.4. Bills**

Participants must include the certified product name and charges on customers’ gas bills. If a customer is invoiced separately by the Participant, and where the charges and product name are not included on the customer gas bill, the customer invoice must contain the product name and charges. In limited circumstances where the certified product charges are listed on the gas bill, but it is not possible to list the certified product name on the gas bill due to billing constraints, Participant may request an exception from Center, which may be granted at Center’s sole discretion.

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

Participants must supply Product Content Labels (PCL) to customers as set forth in the previous section and this section. There are two types of PCLs: (1) the Prospective Product Content Label (PPCL) provides information about the supply the Participant is advertising and plans to provide the customer during a specific year, and (2) the Historical Product Content Label (HPCL) provides information, verified by Center through the Green-e® verification process, about the *actual* supply that was retired on behalf of the consumer during the Reporting Year.

#### IV.C.1. Required Information for All Product Content Labels

All PCLs must follow applicable national and regional requirements *and* include the information required set forth below. Except as noted, these requirements apply to both Prospective and Historical Product Content Labels. **For all product types, all information must be included in one document.**

The following components are required for all PCLs:

- a. **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.
- b. The production pathways in the renewable fuel product, listed by percentage of product represented by each pathway, geographic disclosure of fuel production facility location(s), carbon intensity, and vintage.<sup>2</sup>
  - i. **Location:** State, province, or territory of each fuel production facility, at a minimum. “Canada” and “USA” are only permitted for non-residential products. Broader location terms like “Any,” “Canada or USA” or “North America” may not be used.
  - ii. **Production Pathway:**
    1. *Prospective Product Content Label:* Products sold to residential products must list each production pathway (including feedstocks) that is intended to be included in the product. Products sold to non-residential customers may use the term “any” in reference to Production Pathways.
    2. *Historical Product Content Label:* Must list each production pathway that was actually included in the product.
    3. *All PCLs:* If the gas is being trucked to the pipeline or customer, or raw biogas is being delivered to the customer, that information must be included under Production Pathway.
  - iii. **Vintage:** Year(s) that the fuel was injected into the pipeline. The PPCL may list a range of possible vintage years, and the HPCL must list actual vintage years of the fuel or RFCs delivered.
  - iv. **Carbon Intensity:** Approved carbon intensity (“CI”) score for each production pathway, including transportation and pipeline leakage as applicable. Approved CI methodologies for production pathways, the approved CI for fossil natural gas, and guidance on leakage rates are available on the Green-e® website at [www.green-e.org/renewable-fuels](http://www.green-e.org/renewable-fuels).

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<sup>2</sup> Please note that if multiple locations or production pathways are listed in the PPCL, Center requires that *all* such locations and pathways are part of the delivered certified product, unless they are qualified with the conjunction “or,” to show that certified product may consist of one or more of the listed locations or pathways. For example, if a PPCL includes “Production Facility A, Production Facility B or Production Facility C”, the HPCL may include any combination of these generators. However, if the PPCL if lists “Production Facility A, Production Facility B *and* Production Facility C,” the HPCL must include generation from all three of these facilities and related pathways.

- v. **Percentage:** What portion of the certified product is made up of each eligible pathway. See [Section V.B](#) for rules on allowable deviation between Prospective Product Content Label and Historical Product Content Label.
- c. **Level of enrollment:** PCLs must include text describing the level of enrollment or enrollment options (e.g., 1 dekatherm per month; 5 percent of gas use), and whether the product is sold in units of measurement, like dekatherms, or as a percent of gas use. Each PCL template contains the text that must be used for that product type (See [Section IV.C.2](#) and [www.green-e.org/renewable-fuels-portal](http://www.green-e.org/renewable-fuels-portal)).
  - i. If multiple enrollment levels are displayed in the PPCL, the letter in the Welcome Packet must disclose the individual customer’s enrollment level.
- d. **Contact information:** All PCLs must include the Participant’s customer service contact information, including a phone number, email address, and company website.
- e. **Green-e® Renewable Fuels Program certified logo**
- f. **Green-e® Program Disclosure Language** in [Section IV.A.2](#).
- g. **Comparative Fossil Natural Gas Carbon Intensity:** Include the carbon intensity of the customer’s default gas service including pipeline leakage, using the following phrase or similar “For comparison, the current carbon intensity of the fossil natural gas supplying [region or your gas utility] is [X pounds of CO2e per dekatherm; CRS provides current rates on the Green-e® website]. This carbon intensity was calculated in accordance with [cite methodology used].” A default calculation for this CI score, including leakage per mile, is provided on the Green-e® website. If Participants have more specific data available, they may list it in this section of the PCL with advance approval by Center.
- h. **RFC Disclosure:**
  - i. *All RFC products:* Must include the Short RFC Disclosure language
- i. **Required Footnotes** (as applicable):
  - i. *Prospective Product Content Label for all product types:* A footnote explaining that actual production figures may vary and the date that the HPCL will be provided to customers (see PPCL variation of Footnote 1 in the templates).
  - ii. *Historical Product Content Label for all product types:* A footnote explaining that the figures reflect the production pathways used to create the renewable fuel product delivered to the customer (see HPCL variation of Footnote 1 in the templates).
  - iii. *All residential products:* Include the following footnote describing the average residential gas usage: “The average residence in [service territory] uses [XX] dekatherms per month. [Source: YY]”. The Participant should use the most recently available Energy Information Administration data at the time of publication if more specific

information is not available. The geographic reference, data source, and year must be given<sup>3</sup>

- j. **(Optional) Monthly Vintage:** It is recommended, but not required, that the Historic Product Content Label contains more detailed information on the month or quarter of production of the renewable fuel used in the certified product, since some end-users rely on this information when comparing products and reporting to greenhouse gas (GHG) inventory systems.

#### **IV.C.2. Product Content Label Format and Templates**

Except in the cases below, Participant must use the PCL format applicable to its certified product type. Participant may be approved to use a different format for the label if required by a relevant regulation or law, as long as the label contains all the required information. Minor variations in formatting, such as rounding the corners and font changes, are allowed without approval.

Center encourages Participants to use one of the PCL templates available at [www.green-e.org/renewable-fuels-portal](http://www.green-e.org/renewable-fuels-portal). If Participant does not consider any of the provided templates appropriate for its certified product(s), please contact Center at [fuels@green-e.org](mailto:fuels@green-e.org) to request approval of a modified or alternative PCL.

#### **IV.C.3. Annual Update of the Prospective Product Content Label (PPCL)**

By April 1 of each year, Center requires Participants to submit the PPCL to reflect the fuel production pathway types planned to be offered in the coming Reporting Year (see [Section III.A](#) “Important Dates for Compliance”) and provide that updated PPCL to customers with automatically renewing subscriptions for the certified product (see [Section IV.B.1](#) for directions on sending this communication; posting the updated PPCL online is alone insufficient).

*For residential products:* In addition to the mailing requirement above, the PPCL must be available to potential customers on the Participant’s website by April 1. The website posting must meet the requirements listed in [Section IV.E.8](#).

#### **IV.C.4. Annual Update and Delivery of Historical Product Content Label (HPCL)**

By August 1 of the year following the Reporting Year to which the HPCL applies, Participant must send the HPCL to all customers who purchased the certified product during the Reporting Year, even if those customers have since stopped purchasing the certified product (provided Participant still is able to contact the customer and if such contact is permitted by law). For one-time sales of certified products where the HPCL is provided at the time of purchase, see [Section IV.B.2](#).

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<sup>3</sup> Data on average gas usage can be found through the Energy Information Administration’s Residential Energy Consumption Survey <https://www.eia.gov/consumption/residential/>

Center will cross-check the HPCL with data from the annual Green-e® verification process to ensure that customers received the product that was advertised. There may be no more than a four percent difference in any production pathway between the PPCL and the HPCL, and no more than a one percent difference between the HPCL and verified data. For more on allowed variance between PPCL and HPCL, and how such differences are addressed, see [Section V.B.](#)

[In](#) cases where Center approved a Green-e® Renewable Fuels Certified Product Mix Change worksheet per [Section V.B.](#) of this document, Participant must include the approved change in the resource mix and the reason for the change in that Reporting Year's HPCL. Center must approve Participant's description of the reason for the resource mix change before Participant sends the HPCL to customers.

*For residential products:* The 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.E.8.](#)

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

Each Participant must provide customers with a Price, Terms, and Conditions (“PTC”) disclosure document that clearly describes the customer's responsibilities in purchasing the Green-e® Renewable Fuels certified product. The PTC must be in a simple and easily understandable format. A template is provided in the *Participant Handbook*.

### **IV.D.1. Delivery Requirements for the Price, Terms, and Conditions**

Participants must send the PTC to new customers within 60 days of purchasing the certified product as a part of their Welcome Packet (see [Section IV.B.3.](#)). The PTC must be sent to all existing customers (including customers engaged in automatically renewing contracts) any time the contents of the PTC change, and such customers must be given at least 30 days to cancel without penalty or fee. All information required in [Section IV.D.2](#) below must be included in the same document that serves as the PTC.

*For non-residential products:* The contract between Participant and its non-residential customer may serve as the PTC if all of the required information is included.

### **IV.D.2. Required Information for Price, Terms, and Conditions**

The Price, Terms, and Conditions must include:

- a. The **Green-e® Renewable Fuels Program certified logo** (as used in [Section IV.A.1](#) and [Section IV.A.2](#)) except in cases where the requirements of the PTC are included within the contract for a non-residential product.
- b. The **Green-e® Program Disclosure Language** from [Section IV.A.2.](#)

- c. The **Participant's name**, which must be prominently displayed to customers and match the name provided to Green-e® program.
- d. **Participant customer service contact information**, including customer service number, address, email and website.
- e. The **contract length** in months (optional for one-time sales). If the contract is month-to-month, this must be specified on the PTC.
- f. The **rate**, including price of the certified product, the rate structure, and enrollment-level options (either dekatherms of gas or percentage of gas use).
  - i. *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.
- g. **Any other potential charges**, including, but not limited to, taxes, the obligations/charges associated with terminating the contract, or fees associated with changing gas retailers.
- h. **Bill logistics**, with information on how customers will be billed and who will bill the customer (not required for one-time sales to non-residential customers).
  - i. *For RFC products:* The PTC must state who will bill the customer for gas and whether the cost displayed within the PTC reflects the cost of the RFC alone or the cost of RFC plus gas charges.
    - 1. *For RFCs sold separately from gas:* “[RFC Product Name] from [Participant Name] is a Renewable Fuel Certificate (RFC) product. The price of RFCs is in addition to charges for your gas. You will be charged separately for your gas service by your gas retailer.”
    - 2. *For Participants selling a certified RFC product and also gas service to the same customer:* “[RFC Product Name] from [Participant Name] is a Renewable Fuel Certificate (RFC) product. The price of RFCs is in addition to charges for your gas. You will be charged separately for your gas service by [Participant Name].”
- i. The **cancellation policy**, including the process for early termination and if there are any fees associated with early termination.
- j. **Short RFC Disclosure language** (*RFC products only*): The disclosure language in [Section IV.E.2.a](#) must be included.
- k. **Any requirements under applicable national or regional law**. If there are national or regional requirements or guidelines for format and content of the PTC, Participant must adhere to them, provided the Green-e® program requirements above are also met. If the required format is excessively long

or unclear, Center suggests Participants also supply their customers with a summary sheet of key information.

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

### IV.E.1. Marketing Language Requirements and Restrictions

This section outlines further requirements and restrictions on marketing language to ensure certified products are accurately advertised. Examples of compliant marketing language are available in the *Participant Handbook*.

#### Requirements

- a. Participants must adhere to the *Logo Use Guidelines* that are incorporated by reference and part of their Green-e® certification agreement.
- b. Only use environmental marketing claims that are clear and factually based.
- c. Comparative and superlative statements must be presented in a 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 products or features, or comparing a product's production sources to other production sources.
- d. 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 may be used to describe the product consistent with the *Logo Use Guidelines*, but are not allowed to be part of the product name.

#### Restrictions

- e. Use the Green-e® logo and word mark *only* in connection with the certified product. Do *not* use any Green-e® logo(s) in association with products that are not Green-e® certified or for Participant generally. When describing, advertising, offering or selling both certified and non-certified products on the same marketing piece or website, clearly differentiate between products that are Green-e® Renewable Fuels certified and those that are not.
- f. Do not engage in misleading marketing regarding resources used in the certified product. For instance:
  - i. Do not make general statements such as, "This product is made from 100% renewable fuel produced from resources such as food waste, crop residue, and wastewater treatment sludge" unless the product contains fuel from all resources listed or, for certain non-residential products, unless the product could contain specific purchases of every one of those resources.

- ii. General descriptions or definitions of renewable resources must be accompanied by explanations of the specific production pathway types within the certified product(s).
  - iii. Do not show pictures of production methods or resources that are not within the certified product mix. For example, do not show a picture of a dairy farm if the certified product contains 100% fuels from a landfill.
- g. Do not overstate environmental attributes or benefits, expressly or by implication. This includes overstating the scope of Green-e® Renewable Fuels certification.
  - i. Do not claim that renewable fuels injected into the pipeline system, other than the fuels purchased to supply the Green-e® certified product, are Green-e® Renewable Fuels certified. Renewable fuels that have been put into the pipeline system, but are not purchased by the Participant for the certified product, that are listed in a PCL or marketing statements must be categorized under the “non-certified” portion of a fuels product and specifically labeled as “non-certified” or “not certified.” For this purpose, a template PCL for “Percent-of-Use Gas Products With Less Than 100% Green-e® Renewable Fuels Certified Gas” is available at [www.green-e.org/renewable-fuels-portal](http://www.green-e.org/renewable-fuels-portal).
  - ii. Do not represent or imply that purchasing the certified product will reduce or remove global emissions.
  - iii. Do not represent or imply that renewable fuels are carbon negative or remove, reduce or destroy more GHGs than their combustion emits, unless specific prior approval is granted by CRS.
  - iv. Non-specific marketing language, like “reduce your GHG emissions by using renewable fuels,” is not adequate. Because emissions are avoided upstream from a customer’s actual fuel consumption, marketing language must be clear about where in the fuel’s lifecycle certain emissions have been avoided and/or must disclose the CI of the certified product versus that of fossil natural gas.
  - v. Do not represent or imply that using certified renewable fuels will improve indoor air quality.
  - vi. Do not represent or imply that purchasing the certified product will reduce emissions that are capped under national or regional law or under voluntary agreements, 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 *Fuels Standard* for more information, as well as [Section IV.E.3](#). “Greenhouse Gas (GHG) Emissions Value of Renewable Energy Products”).
  - vii. Do not state or imply that a customer is receiving gas directly from a specific facility, such as “Purchasing this product results in gas going directly from the production facility to a consumer’s residence.” It is acceptable to say “through [the certified gas program] gas is delivered into the natural gas pipeline system from [a particular facility]”, only if

the Participant is purchasing RFCs and gas from that facility and selling both the RFCs and gas as part of the certified product.

- h. Do not refer to RFCs as offsets, as similar to offsets, or as a way to offset Scope 1 emissions. Further, because of the confusion that such marketing can cause, it is recommended that marketing materials for certified renewable fuels products not use the word “offset” as a verb, in order to avoid customer confusion. Please note that this policy does not preclude Participants from making environmental equivalency claims (see [Section IV.E.3](#)).
- i. If a certified renewable fuels product is marketed alongside a Green-e® certified carbon offset product (either independently or as part of a Carbon Offset Natural Gas ["CONG"] product), all marketing language must differentiate clearly between renewable fuels and carbon offsets, and their respective environmental attributes.

#### **IV.E.2. Renewable Fuel Certificate (RFC) Disclosure Language**

Renewable Fuel Certificate (RFC) disclosure language is required on certain materials as set forth below. This section applies to all certified RFC products.

##### **a. Short RFC Disclosure**

This language must be fully visible on the Prospective Product Content Label; Historical Product Content Label; Price, Terms, and Condition; and all marketing materials with a subscription mechanism (including prior to sign up through websites):

[Product Name] is a Renewable Fuel Certificate (RFC) product and does not contain gas. An RFC represents the environmental benefits of one dekatherm of renewable fuel that can be paired with gas consumption. For more information, see [hyperlink to Long RFC Disclosure language; see note below].

Please note: the Short RFC Disclosure must contain a link to the Long RFC Disclosure language hosted on Participant’s website. If Participant does not reference the product on its website, Participant may link to the Long RFC Disclosure on the Green-e® program’s website ([www.green-e.org/rfc](http://www.green-e.org/rfc)).

##### **b. Long RFC Disclosure**

This language must be included in Welcome Packets and on Participant’s website (on the certified product page or in a general Frequently Asked Questions page) if the certified product is referenced on the website. If the renewable fuels product is not marketed in dekatherms, convert ‘one dekatherm’ to an equivalent amount of another unit of gas measure.

Your purchase of Renewable Fuel Certificates (RFCs) supports renewable gas production in the region of production. An RFC represents the environmental benefits of one dekatherm of renewable gas. For each dekatherm of renewable fuel produced, an equivalent RFC is produced, and by purchasing and pairing RFCs with your gas supply you are using and receiving the benefits of that renewable fuel. Your RFC purchase also helps build a market for renewable fuels. Increased demand for, and production of, renewable fuels helps avoid fossil natural gas extraction and processing, and helps make use of waste materials.

The RFCs in [Product Name] are verified under the Center for Resource Solutions' Green-e® program, and [Participant Name] is required to disclose the quantity, type, vintage, carbon intensity, and geographic source of each certificate. Please see the Product Content Label for this information. Center for Resource Solutions also verifies that the RFCs are not sold more than once or claimed by more than one party. For information on Green-e® certification, please visit [www.green-e.org/renewable-fuels](http://www.green-e.org/renewable-fuels).

On Participant's website, the Long RFC Disclosure may be either fully displayed or accessible by hyperlink. If linked, a sentence such as the following must be included in place of the full description: "For more information about Renewable Fuel Certificates (RFCs), see: [hyperlink to the Long RFC Disclosure; see note]". See other website requirements in [Section IV.E.8](#) and [Section IV.F.2](#).

Please note: if Participant does not reference the product on its website, Participant may link to the Long RFC Disclosure on the Green-e® program's website ([www.green-e.org/rfc](http://www.green-e.org/rfc)).

#### c. Prohibited Language for RFC Sellers about RFC Products

Center does not allow Participants that sell Green-e® Renewable Fuels certified RFC Products to refer to or represent any of their RFC products, whether Green-e® Renewable Fuels certified or not, as "renewable energy" or "renewable fuel." Any implication that such products are comprised of renewable energy or fuel (such as "green gas" or "clean energy") is also prohibited. Center imposes this prohibition because RFC products do not contain gas or other fuels. RFC sellers may state that RFCs are sourced from renewable fuels.

Terms like "energy," "gas," or "fuel" are acceptable in the name of a company selling RFCs or an RFC product where it is clear throughout all marketing that the certified RFC product does not contain energy, gas or fuel. An RFC product name must not imply that the product contains gas.

### **IV.E.3. Greenhouse Gas (GHG) Emissions Value of Renewable Fuels Products**

Center prohibits Participants from promoting Green-e® Renewable Fuels certified products as addressing emissions *except* from the consumption or use of fossil natural gas, as addressed below.<sup>4</sup> Likewise, Center prohibits Participants from representing that the certified product reduces or offsets global emissions. Permissible statements concerning the GHG emissions value of certified products in relation to the consumption or use of fossil natural gas must be supported by generally accepted scientific methodologies.

#### **a. Carbon Equivalency Claims for Certified Products**

Participants are permitted to make carbon equivalency claims for certified products, meaning comparisons between the amount of emissions avoided by using renewable fuels in place of fossil gas and the amount of emissions avoided by other activities a customer may be familiar with, like trees planted or cars taken off the road. To make equivalency claims, Participants must use and cite an authoritative source for the conversion factor or avoided emission rate of the other activities to which renewable fuel production and/or use is compared. Participants must also be prepared to substantiate all emissions equivalency statements made on marketing materials and should follow current best practices in carbon accounting.

#### **b. Claims about Direct and Lifecycle Emissions for Certified Products**

Participants may make statements about:

- i. The direct Scope 1 emissions, including CH<sub>4</sub>, NO<sub>2</sub> and others, associated with the combustion of the renewable fuel that the customer purchases; and
- ii. The improvement in carbon intensity score between the purchased renewable fuels and fossil natural gas (changes to the user's Scope 3 emissions over time). This is calculated by subtracting the CI of the certified product from the CI of fossil natural gas.

For examples of permissible statements, please see Section VII of the *Participant Handbook*.

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<sup>4</sup> Reducing the consumer's Scope 1 or Scope 3 emissions beyond the lower lifecycle emissions offered by renewable fuels must be done directly or with carbon offsets, which are held to a different set of quality criteria, including additionality criteria. This can be accomplished with products certified under Center's Green-e® Climate certification program. For further information about Green-e® Climate certification, please visit [www.green-e.org/climate](http://www.green-e.org/climate) or contact Center at [climate@green-e.org](mailto:climate@green-e.org) or +1-415-561-2100.

#### **IV.E.4.No Statements Related to Carbon Neutrality**

Center prohibits Participants from making carbon-neutral claims in relation to Green-e® Renewable Fuels certified products. No such claims can 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: “Center for Resource Solutions, which operates the Green-e® certification program, does not certify this product or verify any carbon neutral claims under its Green-e® Renewable Fuels certification program.”

#### **IV.E.5.Describing Products with Special Features**

Participants may wish to market aspects of a certified product that fall outside of Green-e® program criteria. In such cases, it is necessary for the Participant to clearly state that those aspects of the product are not subject to Green-e® certification.

For example, if the Participant is claiming that part or all of the revenue associated with sales of the certified product is allocated toward local job development, it must be clearly stated in the area where this aspect of the product is discussed that job development is not subject to Green-e® certification.

Likewise, if Participant is claiming that a specific portion of revenue associated with sales of the certified product is set aside for development of new renewable fuel projects, Participant must clearly state in all marketing and informational materials that this aspect of the product is not subject to Green-e® certification.

#### **IV.E.6.Statements Implying Local or Regional Benefits**

Local or regional claims (such as advertising based on sourcing from a particular neighborhood) require prominent disclosure of the detailed location of fuel production (matching the Product Content Label) within the same marketing piece or webpage.

#### **IV.E.7.Advertising Through TV, Radio, and Electronic Media**

All advertising, regardless of medium, must follow the requirements on marketing and language in other sections of this *Fuels Code*.

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.F.1](#)). All subscription mechanisms advertising RFC products require Short RFC Disclosure language.

#### **IV.E.8. Websites**

Websites referring to a certified product must include in a visible location on the most prominent product page the quoted language below:

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

Alternatively, Participant may fully display the PPCL and the PTC on the most prominent product page. If the “Green-e® Renewable Fuels certified” logo is used by Participant here, the use must comply with the *Logo Use Guidelines*.

*Residential products:* The most prominent product page for the certified product must either (i) visibly and prominently display the entirety of the most recent PPCL, HPCL (if applicable), and PTC, or (ii) provide access to these documents through clearly-labeled hyperlinks accompanied with a descriptive sentence, such as: “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.”; or “To view highlights of the conditions of your subscription, see the Price, Terms, and Conditions.” (For information about when the PPCL, HPCL, and PTC are required to be updated, see [Section IV.C](#) and [Section IV.D](#).)

*Non-residential products:* The PPCL, HPCL (if applicable), and PTC are not required to be displayed online.

*For RFC-only products:* The Participant website must include the Long RFC Disclosure language, which may be either fully displayed or accessible through a link. See [Section IV.E.2](#) for specific Long RFC Disclosure language. If accessible through a link, a sentence such as the following must be included: “For more information about Renewable Fuels Certificates (RFCs), see: [hyperlink to Participant’s or the Green-e® program’s webpage containing Long RFC Disclosure language: [www.green-e.org/rfc](http://www.green-e.org/rfc)].”

For information on websites that also function as a sales channel, see [Section IV.F](#), including [Section IV.F.2](#).

Websites that do not market a certified product are not required to include information about the Green-e® certification program or provide Product Content Labels or Price, Terms, and Conditions.

## IV.F.Sales Channels & Subscription Mechanisms

### IV.F.1. Rules That Apply to All Sales Channels & Subscription Mechanisms

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

- a. Participants must provide the following information to all 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 production pathways used to make the fuels in the product, listed by percentage (%). This information must match the current Prospective Product Content Label.
  - ii. **Geographic location:** The geographic location of renewable fuel production facilities making fuels used in the product. This information must match the current Prospective Product Content Label.
  - iii. **Vintage:** Year(s) that the fuel was injected into the pipeline. A range of possible vintage years may be listed.
  - iv. **Carbon Intensity:** Approved carbon intensity (CI) score for each production pathway, including transportation and pipeline leakage as applicable.
  - v. **Price:** The price of the certified product, the rate structure, and enrollment level options (either dekatherms of gas or percentage of gas use).
    1. 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.
    2. For RFC products, disclose if the price contains the cost of the certified RFC product and the cost for electricity.
    3. *This pricing structure is available for regulated gas utilities' residential products only:* If the monthly price is fixed but the amount of delivered renewable gas can vary, make sure that the pricing structure and minimum monthly fuel delivery amount are clearly laid out. Disclose the frequency of the variability (e.g., monthly). If the product structure will change in the future, disclose what the change will be and when the change will occur. Disclose the minimum amount of fuel the customer could receive for their payment.
  - vi. **Contract length:** The required contract length (if any) and fee for early termination (if applicable).
  - vii. **The “Green-e® Renewable Fuels certified” logo:** The logo with [www.green-e.org](http://www.green-e.org) (hyperlinked in electronic documents) or the Green-e® program description language from [Section IV.A.2.](#)

- viii. **RFC products:** The Short RFC Disclosure language in [Section IV.E.2.a](#) must be fully visible. This requirement could also be met by displaying the Long RFC Disclosure language ([Section IV.E.2.b](#)) prior to purchase.

By displaying the Prospective Product Content Label and the Price, Terms, and Conditions prominently on the subscription mechanism itself, the above requirements are achieved.

- b. Only Participant, meaning the entity with the Green-e® certification agreement in effect, is permitted to sell the certified product that is the subject of the certification agreement. Third parties, meaning entities without a certification agreement (including sales associates), are not authorized to sell certified products, market such services, or use any Center marks, including without limitation the Green-e® logo.

Third parties may endorse or refer customers to Participants selling Green-e® certified products or, if engaged by Participant for this purpose, can assist in enrolling customers, provided that Participant processes such enrollments.

Participant is responsible for all marketing materials and subscription mechanisms that relate to its certified product(s). Third parties engaged by Participant must only use websites and marketing materials by the Participant; third parties may not create their own such materials. In addition, Center may require pre-approval of any materials marketing the certified product. It must always be clear to prospective customers who is the seller of a Green-e® certified product and which party has the contract with Center.

Multi-level marketing is not allowed for the sale of Green-e® Renewable Fuels certified products.

Participants must maintain control over all advertising and sales channels of their certified product. Non-compliance by third parties acting on behalf of Participant will be deemed to be non-compliance by Participant and may result in enforcement action by Center.

#### **IV.F.2. Sales Channel: Websites**

In addition to the requirements for websites listed in [Section IV.E.8](#), websites with subscription mechanisms must either:

- a. Fully display the PTC, current year PPCL, and prior year HPCL (if applicable) for customers **prior to** sign-up, or
- b. Fully display disclosures as required for all sales mechanisms and as listed in [Section IV.F.1](#), and provide visible hyperlinks for PTC, current year PPCL, and prior year HPCL (if applicable), for customers **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, Participant meets the requirements of both [Section IV.F.2](#) and [Section IV.E.6](#).

*Websites offering RFC products:* The RFC Disclosure language requirements listed in [Section IV.E.2](#) apply.

#### **IV.F.3. Sales Channel: Bill Inserts/Paper Sign-up Forms**

All subscription mechanism disclosure requirements in [Section IV.F.1](#) apply. Physical enrollment forms (such as physical mailers, bill inserts, postcard enrollment forms, etc.) must include the certified product’s resource mix, geographic location, carbon intensity, fuel production vintage, price/rate structure, contract length, and Short RFC Disclosure language (if an RFC product).

#### **IV.F.4. 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, carbon intensity, fuel production vintage, price/rate structure, contract length, and Short RFC Disclosure language (if an RFC product). See [Section IV.F.1](#) for details on these requirements.

#### **IV.F.5. Sales Channel: Relationship and Warm Marketing**

All subscription mechanism requirements apply. All enrollment forms must include the certified product’s resource mix, geographic location, carbon intensity, fuel production vintage, price/rate structure, contract length, and Short RFC Disclosure language (if an RFC product). See [Section IV.F.1](#) for details on these requirements.

#### **IV.F.6. Sales Channel: Electronic Media**

All subscription mechanism requirements apply. Electronic subscription mechanisms (such as social media, mobile apps, electronic interfaces at kiosks, and email solicitations) must include the certified product’s resource mix, geographic location, carbon intensity, fuel production vintage, price/rate structure, contract length, and Short RFC Disclosure language (if an RFC product), even in cases with minimal space for disclosure. See [Section IV.F.1](#) for details on these requirements.

#### **IV.F.7. Sales Channel: Customer Service Center**

Participants must communicate the information in [Section IV.F.1.a](#) to customers **prior to** over-the-phone purchase of a Green-e® Renewable Fuels certified product, including if such transactions or changes requested by a customer occur through third-party verification (TPV). RFC products must include the Short RFC Disclosure Language

If handled by a call center, such call centers must respond within two business days. See *Fuels Participant Handbook* for additional guidance for call centers.

Participants selling only to large electricity users may be given an exemption from this requirement at the discretion of CRS.

## **V. Enforcement and Censure**

Participants are obligated to comply with the requirements of the *Fuels Code*, 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.A.1 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 the 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 *Fuels Standard*. Such notice of changed supply and the offer of the refund must be mailed or emailed to customers (as described in [Section IV.B.2](#) "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 *Participant Handbook*.

## V.A.2 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 fuels or pathways changes by greater than four (4) percentage points of the certified product's mix<sup>5</sup>
- b. A specific geographic location of generation provided in the PPCL changed or removed from the mix (see [Section IV.C.1](#) for how use of "and" and "or" affects geographic disclosure), or
- c. A resource type is added or removed from the mix.

For any mix change requests that fall outside of 1.-3. above, including cases when the CI score of the product increases compared to the PPCL, the Green-e<sup>®</sup> Governance Board will make the decision to accept or reject the request.

**Worksheet Requirement.** When one of the above Substantial Differences occurs, Participant must submit a completed Green-e<sup>®</sup> Renewable Fuels Certified Product Mix Change worksheet<sup>6</sup> 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>7</sup>

The Green-e<sup>®</sup> Renewable Fuels 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. Examples of persuasive reasons may include providing customers with more local resources or providing more of a fuel / pathway type that is particularly valued among those customers.

Center will review the submitted Green-e<sup>®</sup> Renewable Fuels Certified Product Mix Change worksheet and communicate its decisions to Participant. Participants may

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<sup>5</sup> For example: A certified product that covers 5% of the customer's gas load and is made of 100% wastewater product will be considered significantly changed if the customer receives 4% of their total gas from certified wastewater and 1% from landfill gas, as the certified product would have changed by 20%, from 100% wastewater to 80% wastewater. However, a certified product that covers 100% of a customer's gas load and is made of 50% wastewater and 50% landfill gas would not be considered to have changed substantially if it changes to 53% wastewater and 47% landfill gas, as this is only a change of 3% of a resource as a percent of total load.

<sup>6</sup> Green-e<sup>®</sup> Renewable Fuels Certified Product Mix Change worksheet is available to Participants through the Participant Portal at [www.green-e.org/renewable-fuels-portal](http://www.green-e.org/renewable-fuels-portal).

<sup>7</sup> For example, a Green-e<sup>®</sup> Renewable Fuels 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.

request an estimated timeline for approval. In cases of changes of greater than twenty (20) 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.

Failure to submit the Green-e® Renewable Fuels 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® Renewable Fuels Certified Product Mix Change worksheet. 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 *Participant Handbook* for a diagram of the process for addressing substantial differences in supply.

### **V.A.3. 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 gas 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](#) "Public Announcements of Decertification."

## V.B. Marketing Compliance Review

If Marketing Compliance Review reveals that Participant has not complied with the Green-e® program's marketing requirements, including those contained in this *Fuels 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 waive any Participant's contractual obligations and Center's rights under the terms of the certification agreement, 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 *Fuels Code*.

In addition, Participants must provide customers with a notice approved by Center within 60 days after the date of decertification (typically, the date 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, that 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 gas 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., its certification agreement is terminated for cause), Participant will not be permitted to certify any new products through any Green-e® certification 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 may announce terminations for cause; if any of the actions under [Section V.C](#) do not occur; or if it is not provided proof of the notification required under [Section V.D](#). 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.

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1012 Torney Ave. 2nd Floor; San Francisco, CA 94129

[www.resource-solutions.org](http://www.resource-solutions.org) | 415-561-2100

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