



# U.S. Green Building Council Membership Policies & Procedures

**Subject: Membership Term, Expiration, and Renewal**

**Description of Membership Term, Expiration, and Renewal:**

1. Membership is annual beginning at the time payment is processed for the membership.
2. Membership expires exactly one year after payment is processed and membership term begins.
3. Payment to renew membership, no matter when payment is processed, will extend membership one year from expiration date NOT payment date.
4. Memberships expired beyond 90 days will become inactive and cannot be renewed online. In order to renew, the primary contact must contact Member Services.
5. Prior to expiration of all memberships, notice of renewal is sent in the following ways:
  - Emails to primary contact\*
  - Hard copy mailed to primary contact \*
  - Phone call to primary contact\*
  - Emails after expiration to all employee site users connected to organization's membership
6. No organization may become a member of USGBC (or renew as a member) if the member organization's name or domain name infringes on USGBC intellectual property rights.

**Separate membership based on Employer Identification Number (EIN) number**

1. Membership dues for organizations other than federal and state government are calculated for individual organizations. Our determination as to whether these memberships should be separate is based on the organizations' EIN numbers.
2. Even though two companies may be a part of the same parent organization, if each has an individual EIN number, they should create and utilize separate memberships.
3. Individual federal agencies should create and utilize and maintain separate memberships.
4. Individual state agencies should create and utilize separate memberships.

\* USGBC uses the last email address, mailing address and telephone number provided to USGBC for the primary contact.

**Subject: Dues and Refunds**

**Description:**

1. There is no portion of membership dues that is tax deductible.

**Description of Refund of Dues:**

1. A refund for the full dues amount will be issued if membership is cancelled within 48 hours of beginning as long as no benefits have been used.
2. **No refund** will be issued for the cancellation of membership beyond the 48 hour window.
3. **No refund** will be issued for the revocation of membership.

**Subject: Compliance with Member Statement of Principles**

Pursuant to the unanimous resolution of the U.S. Green Building Council at its July 19, 1994 meeting in Washington D.C., each member of USGBC must sign the following Code of Conduct: As a member of the U.S. Green Building Council, I hereby agree to adhere to the principles of improving the energy and environmental efficiency of the whole building environment. This includes following and promoting the concepts of:

- Improving energy efficiency and conservation;
- Improving indoor environmental quality;
- Increasing resource and material efficiency;
- Improving occupancy health and productivity;
- Improving environmental quality including air, water, land, limited resources and ecosystems;
- Promoting sustainability as defined as "providing for the needs of the present without detracting from the ability to fulfill the needs of the future." - USGBC/PTI Sustainable Buildings Guidebook, 1994

**Subject: National Member Benefits and Exclusions**

**Description of Benefits:**

1. National Member Benefits include\*:
  - Discounts on certain events, publications and services (discount contingent on compliance with Benefits Usage Limitations, below)
  - A free subscription to GreenSource magazine
  - Members-only access to a number of online resources and green building data
  - Regular employees of member organizations are eligible to be considered for service on a USGBC committee to shape the future of LEED and green building
  - Regular employees of member organizations are eligible to: (i) be considered for service on USGBC Board of Directors (subject to Board qualification criteria); (ii) apply to be considered to become a LEED faculty; and (iii) participate in USGBC members-only events
  - Use of the USGBC member logo on company's Web site and marketing materials (in compliance with the rules for such usage)
  - Company listing in USGBC's exclusive online Member Directory

\* Benefits are subject to change.

**Description of Benefits Usage Limitations:**

1. Only regular employees of USGBC member organizations are eligible to utilize member-only benefits.
2. Benefits do not extend to anyone beyond regular employees.
3. Examples of individuals not eligible to utilize benefits include but aren't limited to: USGBC chapter members, unless employed by a USGBC member organization, clients, suppliers, students of educational institution members, and/or members of professional and trade association members.
4. USGBC reserves the right to refuse to continue to extend discounts to any USGBC member failing to honor such limitation in USGBC's sole reasonable determination that such limitation has not been observed by the member.

**Subject: USGBC Member Marks and Logos**

**Description:**

1. The USGBC Member Logo is available for download and use to all current USGBC members, provided, however that all members must abide by the then-current USGBC guidelines for use of the logo.
2. Use of the member logo in relation to product packaging is subject to approval by USGBC marketing department and is prohibited without approval.
3. Guidelines for the use of the USGBC Member Logo can be downloaded at <http://www.usgbc.org/DisplayPage.aspx?CMSPageID=1767>.

**Subject: External Distribution of USGBC Member List**

**Description:**

1. All members are given the option not to be listed in our online, searchable directory.
2. This directory is available online to the general public.
3. USGBC explicitly states that the directory may not be used for the purpose of solicitation or direct mail.
4. All members are given the ability to opt out of certain communications from USGBC and/or USGBC chapters.
5. USGBC does not sell member lists or member contact information to any outside organization.
6. USGBC does provide a list of members to McGraw-Hill Construction for the sole purpose of distribution of GreenSource Magazine, a member benefit.
7. USGBC does provide to chapters a list of members not opted out of communication from chapters within the territory or state of our chapter network for the purposes of communication and recruitment.
8. USGBC does provide a list of members to the Green Building Certification Institute for communication purposes.

## **Subject: Membership Revocation**

### **Description**

1. A member organization may be expelled for the following actions:
  - a. Nonpayment of dues results in termination of membership and all benefits on the day after the membership expires;
  - b. Extension of member benefits to individuals other than regular employees;
  - c. Continued use of USGBC marks after receiving cease and desist instructions (repeated trademark violation);
  - d. Re-selling items or information purchased or received from USGBC at member discounted rate (re-selling reference guides; selling webcasts or podcasts);
  - e. Falsely representing relationship with USGBC (for example, stating that USGBC certifies a member organization's product);
  - f. Publishing false information about USGBC; and
  - g. Other actions which the USGBC determines are prejudicial to the welfare, interest or character of the USGBC.

### **Due Process**

- USGBC shall contact the member primary contact by email and mail (at the email address and mailing address last provided by member to USGBC), with a copy to the member's CEO/Senior Executive, notifying the member of the alleged infraction. The member shall reply in writing within 30 days responding to the charges of infraction. USGBC staff shall promptly render a decision and determine sanctions by transmitting such decision, by email and by mail, to the primary contact and the member's CEO/Senior Executive.
- The member may appeal the staff decision to the Executive Committee by making a written appeal within 30 calendar days of receipt of the decision. Such appeal shall be sent by mail to the attention of the USGBC legal department. The written appeal should detail the reasons the staff decision was in error and/or request sanctions other than those determined by staff. The Executive Committee shall consider such request at its next regularly scheduled telephone meeting. The member may request the opportunity to participate in the meeting. In its sole discretion, the Executive Committee shall determine whether to permit the member to make an oral presentation to the Executive Committee and at which meeting such presentation shall occur. The Executive Committee shall make a decision on the appeal within 20 days of the later of the meeting at which it reviewed the appeal or the meeting at which the member presentation occurs and shall cause its decision to be rendered to the member in writing. The decision of the Executive Committee is final and may not be further appealed.

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Adopted by the Board of Directors on September 11, 2009

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- There is no appeal available for USGBC's sole reasonable determination that a member has provided non-employee access to the member's account and/or discounted purchase price benefit, so long as the only action taken is to remove the member's access to discounted pricing.

**Subject: Member Voting**

**Description:**

1. Members shall have voting rights as provided in the USGBC Bylaws.
2. As provided in the USGBC Bylaws, if a vote or consensus body opt-in process utilizes proportional voting, then any member organization's regular employee who has a site-user account on the USGBC website linked to the member organization may cast a proportional share of the vote for that member organization.
3. With respect to determining a member organization's eligibility to vote, any member organization, otherwise eligible to vote, shall be eligible to opt in to any consensus body formation for participating in a ballot or to vote on any other matter so long as the member organization appears on the rolls of the USGBC in good standing as of the date thirty (30) calendar days ("record date") prior to (i) the start of the consensus body opt-in period, or (ii) the first date upon which a vote may be cast (for any other matter).