



Membership Policies & Procedures Agreement Version 2.0

Description of Membership

The SPLC offers organization-based membership. Member Organizations (referred to hereafter as “Member(s)”) are represented at the SPLC by regular employees and authorized consultants (as permitted herein) who participate in the work of the SPLC and access their organization’s member benefits (referred to hereafter as “Member Representatives”).

Member Representatives of a Member

Members shall designate one (1) Member Representative as the “Primary Contact” for the Member, and one (1) Member Representative as the “Billing Contact” for the Member. Members may also designate certain additional Member Representatives designated as “Additional Contacts” that shall have access to member benefits, in any number as the Member wishes; however, any such “Primary Contact”, “Billing Contact” and/or “Additional Contact” must be either a regular employee of the Member or, subject to the requirements set forth herein for any consultants, a consultant of a Member.

Employees:

For the avoidance of doubt, there is no limit on the number of a Member’s regular employees who may access the SPLC online member Community and otherwise participate in SPLC Member activities on behalf of a Member whose dues payments are current.

Additionally, if an employee of a Member ceases to be an employee of the Member, the employee loses all rights of participation in the SPLC on behalf of that Member.

Consultants:

Consultants retained by a Member, however, are only allowed to serve as a Member Representative of that Member upon specific permission requested from and granted by SPLC (hereinafter, an “authorized consultant”). Any retained Consultant who is granted permission to participate as a Member Representative is required, in all SPLC-related activities, to represent only the interests of the represented Member and is prohibited from representing their own organization or any other organizations. Further, no individual consultant may serve as a Member Representative of more than one Member.

Additionally, if a consultant serving as a Member Representative ceases to be affiliated with the Member, the representative loses all rights of participation in the SPLC on behalf of that Member.

Additionally, the following individuals are not eligible to participate as a Member Representative: Member’s clients, suppliers, and/or professional / trade associations’ members.

In order for the SPLC to give consent to a consultant, the SPLC may require that the Member using the consultant will have a written confidentiality and non-use agreement in place with that consultant’s organization.

Failure to Observe Limitations:

In SPLC’s sole reasonable determination that a Member has not observed any such limitation, SPLC reserves the right to suspend the member privileges to any such Member failing to honor such limitation.

Member Conflict of Interest and Code of Conduct Agreements

By agreeing to join the SPLC, all Members must agree to be bound by the terms of this SPLC Membership Policies & Procedures Agreement, the SPLC Member Code of Conduct, and the SPLC Conflict of Interest Policy; and each Member must acknowledge that they have read and agree to follow the Membership Policies & Procedures Agreement, the SPLC Member Code of Conduct, and the SPLC Conflict of Interest Policy.

Description of Member Types

Membership Types are defined as follows:

Type of Membership	Definition	Examples
Corporate	A publicly-held or privately-held “for profit” Member organization	LLC, Incorporated entity, etc.
Government	A Member organization that is publicly-funded, community-serving <u>agency</u> at the Federal, State / Provincial, County, or City/Town level	U.S. Department of Energy, City of Portland, Oregon, State of California - Department of General Services, etc.
Educational Institutions	A publicly- or privately-funded academic Member organization	University, Community College, K-12 School District, etc.
Non-Profits	A publicly- or privately-funded Member organization which advocates for public interests	501c3 advocacy or charitable organizations, labor organizations, Foundations, etc.

Dues

Member dues are based on whether an organization is in the public, private, higher education or nonprofit sector, the organization’s size, and the annual revenue, budget and/or spend of that organization - depending on its sector. Dues are set annually by SPLC’s Board of Directors. For a list of current tiers and dues, and their basis, see: <https://www.sustainablepurchasing.org/membership-dues/>

Once received by the SPLC, membership dues will be non-refundable.

In order to ensure appropriate dues are assigned to all Members, on an annual basis, new and renewing Members will be required to verify their organization’s current dues tier.

If a member makes a payment to the SPLC that is in excess of dues for that organization’s member type and tier, and without any additional direct benefit attached, that payment may be tax deductible and, upon request made by the organization, SPLC will provide a charitable donation letter to the organization for that payment .

Member Initiation, Renewal, Invoicing and Terms

New Membership Initiation

An organization’s access to standard SPLC Membership Benefits, which are enumerated [here](#)

[\("SPLC Membership Benefits"\)](#), initiates upon that organization's submission of the completed online Membership Application, agreement to the Membership Policies and Procedures Agreement, and the SPLC's acceptance of the organization's membership following its staff's review and approval of the Membership Application.

The SPLC will notify an organization of its acceptance of the organization's membership specifying the acceptance date ("Member Acceptance Date") via a letter sent by email to the organization ("Member") within 30 days of the submission of their application.

An organization's submission of the Application requires its agreement to the terms of the Membership Policies and Procedures Agreement, which incorporates into its terms by reference the Conflict of Interest Policy, and the Code of Conduct.

Payment must be made by the organization to SPLC no later than 45 days from the Member Acceptance Date. Standard SPLC Membership Benefits will commence upon approval of the Member's application and if payment is not received by the SPLC within 45 days of the Member Acceptance Date, membership benefits will be subject to termination thereafter.

Payment of member dues provides access to standard SPLC Membership Benefits for a period of one year from the Member Acceptance Date, whether or not Member avails themselves of the benefits of membership. Dues are nonrefundable once paid.

At the discretion of the SPLC CEO, additional benefits beyond those listed as standard SPLC Membership Benefits may be accessed by the Member in exchange for additional payments or other consideration.

Membership Auto-renewal / Auto-invoicing

A Member's SPLC membership remains active unless either the Member or the SPLC elects to terminate the membership (see below for Termination options and processes).

Annual membership commences on the Membership Acceptance Date and continues for a period of one year from that date (i.e. the Anniversary Date) (hereinafter, the "Initial Term") and thereafter, it will automatically renew for additional periods of one-year on the same calendar date each calendar year as the date of the Anniversary Date (each, a "Renewal term"; hereinafter, the Initial Term and each Renewal Term shall be referred to as the "Term") so long as neither Member or the SPLC has provided the other Party with written notice that it does not wish to renew.

Members wishing to terminate their membership must email member@sustainablepurchasing.org no later than 61 days prior to the expiration date of their then current Term.

- At least 90 days prior to the Member's expiration date of any Renewal Term, an email will be sent notifying the Primary Contact of the Member of their upcoming auto-renewal and auto-invoicing. At this time, the Primary Contact will be asked to:
 - Confirm and/or update the Member's Primary and Billing contacts
 - Confirm and/or update the Member's dues tier
 - Confirm and/or update the Member's auto-payment method on file (if applicable)
 - Follow instructions for opting out of auto-renewal / auto-invoicing (if desired) by emailing member@sustainablepurchasing.org
- At least 60 days prior to the Member's expiration date of any Renewal Term, the Primary Contact for the Member will receive an invoice for membership dues and an email confirming their annual renewal.

- If the Member has signed up for Auto-Pay, their invoice will be automatically paid 30 days prior to their expiration date using the payment information on file.
- If the Member has not signed up for Auto-Pay, they will have 30 days to complete payment of their invoice using their preferred method of payment (check, credit card, ACH)
- If the Member has opted out of auto-renewal / auto-invoicing, an invoice and confirmation of annual renewal will be sent upon receipt of the Member's email confirmation for annual renewal
- If SPLC has not received payment from the organization thirty (30) calendar days prior to the expiration date of the Initial Term or any Renewal term, SPLC will notify the Primary Contact of the Member by email that it is terminating the Agreement.

Member Benefits

Member benefits offered in exchange for Membership Dues are listed in this document, <https://www.sustainablepurchasing.org/why-join/> , which may be updated upon addition or revision of member benefits over time.

All Member Representatives and regular employees of Members may participate in SPLC's member-only programming and discounting including, but not limited to:

- Coaching
- Guidance access and Guidance Development
- Research
- Online Community platform
- Training
- Collaborations and initiatives
- Discounted events registration

Member Representatives may also be considered for service on the SPLC Board of Directors (subject to Board qualification criteria) and on SPLC Committees

A Member may submit materials for posting to the member Community. Such materials are subject to review by SPLC staff to ensure compliance with editorial standards, Conflict of Interest policies and message objectives of the SPLC.

Use of Marks and Materials

Subject to the terms of this Membership Policies and Procedures Agreement document, Members are encouraged to promote their SPLC membership by using SPLC marks, taglines, and other brand materials on their website, in annual reports, and other marcomm.

SPLC provides guidance as to how Members can make use of the marks to promote their participation in SPLC in our Member materials and SPLC Brand Style Guide. Members must follow these guidelines, including the Brand Style Guide, when SPLC marks. For the latest copy of this guide, please email info@sustainablepurchasing.org. Members are also encouraged to request a walkthrough of the guide during their onboarding.

Any use of marks or other proprietary taglines, messages, or logos that is inconsistent with the Brand Style Guide may be flagged by SPLC staff or other members. and the Member will be asked to immediately remove or alter the use or mention.

Once an organization no longer belongs to SPLC, the organization must immediately cease all use of SPLC Member marks and logos.

Furthermore, Members and Member Representatives are prohibited from, and agree that they will not:

- Remove identification, copyright, or other proprietary notices in or on any proprietary brand materials shared by the SPLC;
- Use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any proprietary brand materials, training processes, Membership Benefits or any part thereof, except as expressly authorized in this Membership Policies and Procedures Agreement document or as part of the agreed-upon Membership Benefits provided by the SPLC;
- Sell, resell, or make commercial use of the Membership Benefits or brand materials, unless an executed agreement between the SPLC and the Member expressly allows for such activity.

SPLC Organizational Members Listing

As a condition of membership, subject to any requirements in a SPLC Member's brand or style guidelines that a SPLC Member may provide to the SPLC, all SPLC Members grant to SPLC the right to list their organization and post their logo on SPLC's external website and other locations throughout their membership term to indicate their participation in the SPLC. Once an organization's membership terminates for any reason, their name and logo will be removed from such listing.

No such Member lists will include the names or contact information of any Member Representative, nor will they include or be associated with any statements implying explicit endorsement of the SPLC.

Additionally, the SPLC explicitly states that the List may not be used for the purpose of solicitation or direct mail.

On occasion, with specific Member agreement, SPLC may provide contact information to sponsors of events or resources developed by and for use of SPLC members. Apart from such permission-based sharing of contact information, SPLC does not sell Member lists or Member Representative contact information to any outside organization.

SPLC Member Representatives Directory

The SPLC Directory is an online directory of Member Representatives, including contact information. The Directory is accessible only through the online Member Community. The purpose of the Directory is to enable collaboration and communication among registered Member Representatives. Member Representatives may directly access their own listing to edit or enhance the information provided therein.

No Member or Member Representative is authorized to use the directory for mass delivery of unsolicited communications, or to enlist fellow members for marketing mailing lists without their consent.

Further, each Member agrees to keep the information in the Directory confidential and not share it with any third-parties.

SPLC and Member Communications

The Member Community Forum and Member Representative contact information will be used from time to time for SPLC communications to all members. All members have the ability to opt out of specific communications from SPLC, or to request their delivery in digest form. However, no Member will have the ability to opt out of any administrative communications that are required to be sent to the Member by the SPLC for ordinary operation and service activities.

Subject to any obligations under the SPLC's Acceptable Use Policy, Members are encouraged to communicate with each other through the Member Community Forum's announcements and Ask Questions functions to share knowledge and let others know of opportunities.

Limited License

Member acknowledges and agrees that the SPLC's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the SPLC or its affiliates, licensors, or suppliers.

Member acknowledges and agrees that the source and object code of certain Membership Benefits and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of SPLC and its affiliates, licensors, and suppliers.

Member expressly agrees not to do anything inconsistent with SPLC's ownership of all of the intellectual property discussed herein.

Furthermore, Members and Member Representatives are prohibited from, and agree that they will not:

- Remove identification, copyright, or other proprietary notices in or on any such proprietary materials shared by the SPLC;
- Use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any such proprietary materials, training processes, Membership Benefits or any part thereof, except as expressly authorized in this Membership Policies and Procedures document or as part of the agreed-upon Membership Benefits provided by the SPLC;
- Sell, resell, or make commercial use of the Membership Benefits or such proprietary materials, unless an executed agreement between the SPLC and the Member expressly allows for such activity.

Member further agrees that they are granted no rights, title, or interest in or to any Membership Benefits except as stated in this Agreement.

Member and Member Representative Consents

The Member and Member Representatives agree that the SPLC offers its membership program with no guarantee of results of any kind. Member agrees that any results that occur during their membership, whether positive or negative, are the effects of Member's own choices.

The Member and Member Representatives agree and verify that all of the information they have given the SPLC and its representatives is accurate, up to date, and without the omission of any requested information.

Member Representatives agree to inform the SPLC in advance of their annual member expiration date and in accordance with the SPLC Membership Agreement, of any changes or upcoming changes concerning their organizational information, renewal preferences, payment preferences, or changes in personnel or contact information for those who will serve as Primary Contact and Billing Contact.

Member Resignation

This agreement remains in force and the Member's membership remains active unless either Member or the SPLC elects to terminate the membership.

A Member may resign from SPLC membership upon voluntary request to the SPLC. Such termination shall be considered resignation. In the event of such termination by resignation, dues already paid for the

current year will not be refunded. If membership is terminated by Member resignation, and for no other basis, the Member may rejoin SPLC at any time in future.

A Member wishing to terminate their membership must email member@sustainablepurchasing.org no less than 61 days prior to their current year expiration date (i.e.. anniversary date) to avoid billing for their upcoming year.

Member Termination

SPLC reserves the right to terminate the Member's membership at any time if the Member and/or its Member Representative(s) have failed to abide by this Member Policies & Procedures Agreement document, the Member Conflict of Interest Policy, and/or the Member Code of Conduct.

Termination for Nonpayment: If the Member has not paid dues in a timely fashion according to either the new membership initiation or auto-renewal / auto-invoicing procedures detailed above, or in another documented contract or commitment, or has not completed other financial obligations to the SPLC, the Member will be involuntarily terminated for nonpayment as follows:

- For new memberships, termination will occur 45 days after the new Member's Membership Approval Date
- For auto-renewals/auto-invoicing, termination will occur 15 days after the Member's Expiration Date (ie. anniversary date)
- For all other nonpayments, termination will occur under the discretion of the CEO

Termination of membership for failure to pay dues is automatic and no further process shall be afforded a Member in such instances. If the Member is terminated by failure to pay dues, the Member may rejoin SPLC at any time.

Involuntary Termination for Non-financial Cause:

A Member may be expelled for actions which the SPLC Executive Committee has determined are prejudicial to the welfare, interest or character of SPLC, including but not limited to the following:

- Extending member benefits to individuals other than regular employees of the Member without explicit and documented SPLC approval;
- Re-sale of items or information received from SPLC as a member benefit or purchased at member discounted rates (including but not limited to the re-sale of reference guides, webcasts or podcasts and event admission discounts) unless explicitly authorized by SPLC;
- Resale or unauthorized distribution of SPLC intellectual property; and especially continued resale or unauthorized distribution after receiving a demand to cease and desist from so doing;
- Falsely representing relationship with SPLC (for example, stating that SPLC certifies a Member's product);
- Disclosing confidential information shared by SPLC or other SPLC members without explicit permission to share the information;
- Other failure to adhere to the SPLC's Code of Conduct and Member Conflict of Interest Policy; or
- Publishing false information about SPLC.

Process for Involuntary Termination for Non-financial Cause

In the exceedingly rare instance where SPLC might seek to terminate a Member for any of the reasons enumerated above, or any additional grave cause, SPLC shall notify the Member Primary Contact by email and mail of the alleged basis for suspension or expulsion.

The Member may reply in writing within 30 days responding to the issue raised.

SPLC staff shall promptly render a decision on expulsion and transmit such decision, by email and by mail, to the primary contact and the Member's CEO/Senior Executive.

The Member may provide a written appeal of the staff decision to SPLC's Executive Committee and request reconsideration. The written appeal should detail the reasons the Member believes the staff decision to have been in error.

SPLC's Executive Committee shall consider such request at its next regularly scheduled meeting. The Member may request the opportunity to participate in the meeting.

The Executive Committee shall make a decision either at or after its meeting to consider the appeal, and shall notify the Member in writing of its decision. The decision of the Executive Committee is final and may not be further appealed.

Dispute Resolution

All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the appropriate laws for the State of Delaware.



Code of Conduct Policy

Version 1.0

Letter from the CEO

Driving toward sustainability within the context of large, complex organizations challenges us to act in the interest of our fellow humans and the natural world, while keeping our own organization's financial interests or policy imperatives in mind. The Sustainable Purchasing Leadership Council asks its Members to add a further dimension to that work, that of aligning your sustainable procurement strategies with other organizations', in order to scale the positive global impact of responsible procurement.

Because weighing these interests and evaluating our behavior against them can be challenging, we have developed the SPLC Code of Conduct found below, and ask all prospective and existing Members to commit to understanding and conforming with its requirements.

This Code of Conduct articulates a set of behaviors that SPLC expects of our stakeholders and ourselves, based on the precept of consistently supporting environmental protection, fair competition, transparency, diversity, equity and inclusion, health and safety, and clear and impartial governance; and modeling respect, openness, collaborative spirit, stakeholder consultation, integrity and transparency in our own actions.

Because no code can encompass every possible situation, the goal of this document is to articulate behaviors emblematic of the core values that underlie them. We expect all SPLC stakeholders - Members, employees, board members, sponsors, committee members, suppliers and partners - to not only follow the specific examples of behavior listed below, but to more broadly act in the collaborative and fair manner that they represent.

Thank you, on behalf of our Member Community -
Sarah O'Brien, CEO

SPLC Code of Conduct

As a Member of the Sustainable Purchasing Leadership Council, our organization hereby commits to support the mission^[1] of the SPLC.

Furthermore, as a Member of the SPLC, our organization:

- Will strive to develop and support a strategic sustainable purchasing program for our organization that addresses critical economic, environmental and social sustainability impacts;
- Will strive to make full use of the SPLC's program offerings and resources to further our sustainable purchasing activities;
- Will participate in SPLC Member discussions and development opportunities (e.g. procurement guidance development, peer-to-peer engagement, etc.) to the extent we are able;
- Will share our experiences and insights with the SPLC Member community in ways that support ongoing sustainable purchasing activities and improvements;
- Will provide any baseline and annual reporting as may be required by the SPLC, adjusting to any changes in such reporting requirements that may occur from time to time;
- Will acknowledge the validity of all Member stakeholder perspectives, and respect SPLC's need to hear equally from all interested Members prior to making major decisions;
- Will respect the Chatham House Rule on sharing of experiences and learning in Member conversations, not sharing identifying details outside of the group directly involved in such a conversation;
- Will limit direct solicitation of SPLC Member business to events that are designed for making such connections, and not interject sales pitches into events or processes designed for shared learning and discussion free of marketing;
- Will not violate antitrust statutes by discussing pricing or other economic terms with purchasers or suppliers in any group settings;
- Will not make use of SPLC program offerings and resources in for-profit consulting activities we conduct, unless agreed in advance with SPLC management, credited to the SPLC and deployed pursuant to a formal agreement between the two parties;
- Will where possible advocate or advise my organization to advocate, for government policies that promote sustainable purchasing; and
- Will not advocate, nor advise my organization to advocate, for government policies that prevent or weaken any organization's ability to undertake sustainable purchasing.

[1] The mission of the Sustainable Purchasing Leadership Council is to accelerate the transition to a prosperous and sustainable economy by supporting and recognizing institutions for strategic leadership in understanding and taking responsibility for all of the consequences of all of their goods and services spending.

In addition to agreeing that your organization and its Member Representatives will adhere to the specific Code of Conduct, we ask that in situations where the right course of action is unclear, you ask yourself the two questions below, and refrain from actions where the answer is NO.

Does this choice support SPLC's mission and the welfare of my fellow members?

Would I be comfortable with this choice being made public?

My online consent to the SPLC Member Policies & Procedures Agreement conveys both my agreement to this policy and my commitment to communicate its requirements to Member Representative(s) of my organization that will participate in SPLC program(s) and/or any other SPLC activities during the term of our membership.



Conflict of Interest Policy Version 2.0

Background: How the SPLC addresses Member Conflicts of Interest

As a nonprofit membership corporation operating for the public good, the SPLC has strict conflict of interest policies in place for all our governing boards and committees, including the Board of Directors.

To maintain public trust in our organization, achieve our mission of driving sustainability forward through procurement, and safeguard our reputation as impartial decisionmakers, SPLC also requires members to disclose and avoid conflicts of interest when participating in Guidance development or other member-driven decision-making or policy development bodies of the SPLC.

Every SPLC member actively involved in developing purchasing guidance or recommendations must agree to avoid or flag any conflict of interest (financial, business strategy, reputational or otherwise) that may arise out of their participation in a decision-making body of the SPLC.

Because those with potential conflicts may possess important insights that contribute to full understanding of a given area of work, SPLC member groups may proactively structure two tiers of participants depending on potential or perceived Conflict of Interest. In such instances, the group will enlist non-conflicted members as Voting members of a group and potentially conflicted members as non-voting Advisory participants.

If and when the leadership of a committee has reasonable cause to believe a member has failed to disclose actual or potential conflicts of interest, whether such conflict of interest is identified by the potentially conflicted party or another SPLC member or partner, the SPLC Board will investigate the possibility that such an undisclosed conflict of interest exists and has impacted development of guidance or other SPLC materials.

As part of that investigation, the Board shall inform the appropriate Member Representative(s) of the basis for such belief and afford them an opportunity to explain the alleged failure to disclose.

If, after hearing the Member Representative's response and after making further investigation as warranted by the circumstances, the Board determines the Member and/or its Member Representative(s) have failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, including but not limited to:

- *Requiring the conflicted Member and/or Member Representative(s) to recuse themselves from participation in a group; or*
- *Requiring the conflicted Member and/or Member Representative(s) to participate as a non-voting Advisory Member Representative(s) of the group, able to provide information but not participate in group decision-making*

Notwithstanding the foregoing, if a Member Representative(s)'s failure to disclose an actual or possible conflict of interest is egregious or otherwise harmful to the SPLC or any other Member or the Member shows repeated, or egregious, disregard for this conflict-of-interest commitment, verified upon Board review, the Board may take action to invalidate the organization's membership (subject to Member Policies and Procedures terms and processes) and to deny the Member and all of its Member Representatives access to Member-only settings and materials. No refunds are available for the balance of any such terminated membership.

SPLC Member Conflict of Interest Policy

I understand that it is in the interest of the SPLC, all of its Members, and its Member Representatives to protect SPLC's property, information and the integrity of its guidance development and other advisory materials. Conflicts of interest can arise when an organization or its participating employees or those closely associated with them, are in a position to profit financially, reputationally or otherwise from SPLC's information, specific guidance development, and/or advisory material outcomes.

I agree to avoid conflicts of interest, identify potential conflicts of interest and notify SPLC when a potential conflict of interest arises.

I agree to identify any occasion where I or my organization would materially benefit from a specific outcome to a program or guidance development process that any of our employees participate in as part of our SPLC membership – and to notify SPLC staff of the potential conflict of interest (directly, or through a group leader.)

I understand that I or my colleagues may be asked to assume a non-voting role or recuse ourselves from a given process to avoid having a conflict of interest or the appearance of a conflict of interest impact its output or the perceived integrity of the process.

My consent to the SPLC Member Policies & Procedures Agreement conveys both my understanding of, and agreement to, this policy and my commitment to communicate its requirements to Member Representative(s) of my organization (i.e. Primary Contact, Billing Contact or any Additional Contacts) that will participate in SPLC guidance development, program(s), and/or any other activities during the term of our membership.