

CONSORTIUM FOR ENERGY EFFICIENCY, INC.

GUIDELINES FOR PROGRAM MEETINGS

These Guidelines set forth policies and procedures regarding program meetings of Consortium for Energy Efficiency, Inc. (the "Consortium").

Section 1.0 Statements of Policy.

Section 1.1 General.

This Guideline applies to any meeting convened by the Consortium regarding its programs. A separate Antitrust Guideline previously adopted by the Board of Trustees remains the policy of this Consortium and is in addition to this.

Section 1.2 Objectives; Process; Outcomes.

The Consortium's program committees perform the vital work of exploring and developing Initiatives of the Consortium for proposed adoption by its Board of Trustees, monitoring the implementation and impact of the adopted Initiatives, and recommending proposed amendments to adopted Initiatives. All Program committee determinations are intended to be reasonable and objective based upon diligence and, where appropriate and practicable, peer review.

Section 1.3 Views Of Interested Parties.

It is the intent of the Consortium that the views, opinions, and expertise of all parties interested in the work of the Consortium shall be available to the committees in order to fairly evaluate all proposed actions relating to such work. It is also the intent of the Consortium that no Conflicted Committee Attendee (defined below) shall:

- (i) vote upon any committee action;
- (ii) obtain a competitive advantage in possible Requests for Proposals by CEE or its members in pursuit of the work of the committee, or
- (iii) use any information obtained through participation in the committee to solicit CEE members for grants or contracts for consulting or administrative services on the subject matter of the committee.

Section 2.0 Definitions.

"Affiliate" shall mean any individual or entity directly or indirectly controlling, controlled by, under common control

with, or which employs or engages as a consultant, a Committee Attendee.

"Chairperson" shall mean the Chair, or in the case of Co-Chairs, either one of them, of a program committee.

"Committee Attendee" is any person attending a meeting of a committee convened by the Consortium.

"Conflicted Goods or Services" shall mean goods or services which: (i) are the subject of any activity or initiative of the Consortium, whether in the exploratory or subsequent stage; or (ii) are the subject of any contract solicitation by the Consortium for consulting, administration, or other support of the Consortium's activities.

"Conflicted Committee Attendee" means any Committee Attendee who has, or whose Affiliate has, a financial interest in either: (A) the manufacture, sale or distribution of Conflicted Goods or Services, or (B) the solicitation or performance of grants or contracts for consulting or administrative services on the subject matter of the committee

Section 3.0     Agenda, Minutes and Compliance with Guidelines.

An agenda shall be prepared for each and every meeting of a committee and minutes shall be recorded and distributed to each Committee Attendee. The Chairperson of the committee shall be responsible for monitoring each committee meeting for compliance with the Consortium's antitrust guidelines and these guidelines.

Section 4.0 Disclosures of Affiliation, and Interest.

Each Committee Attendee shall make explicit disclosure prior to the commencement of business of any committee meeting:

(i) the name of such attendee's employer and the name of the entity, if different, such attendee represents at such meeting; and

(ii) whether such attendee is a Conflicted Committee Attendee as defined above.

If at any time subsequent to initial disclosure the attendee becomes a Conflicted Committee Attendee, such person shall immediately notify the Chairperson of the committee of the conflict. It shall be the obligation of each Committee Attendee to provide full, fair and truthful disclosure to this Consortium of the matters described herein and any failure of a Committee Attendee to make such disclosure may be considered by the Consortium as grounds for exclusion of such person from Consortium activities.

Section 5.0 Committee Determinations for Advisory Action.

5.1 General.

Committee actions are advisory in nature since all final determinations of the Consortium on program matters is reserved to the Consortium's Board of Trustees. Except as specifically provided in these Guidelines, the format and conduct of meetings of any committee shall be as deemed appropriate by the Chairperson of the committee. The Chairperson of each committee shall make final determination of voting, if any, or consensus. Any Committee Attendee(s) desirous of presenting a dissenting or minority report on any committee recommendation may present the same to the chairperson of the committee who shall, in turn, report it to the Board.

5.2 Conflicted Member To Abstain.

A Conflicted Committee Attendee shall not be counted in any vote, consensus, or minority report in connection with a determination of the design, adoption or rejection of any initiative, specification, efficiency tier, program element, or any contract solicitation or award, or other activity conferring an economic advantage upon Conflicted Goods or Services.

5.3 Recusals.

In the case of meetings at which the committee is expected to make determinations of tier levels, program specifics,

specifications or terms and conditions of RFP's, the Chairperson of a committee meeting shall have the discretion to request any Conflicted Committee Attendee to leave any portion of the meeting. In the case of meetings which are exploratory in nature, at which no final vote or decision is to be made, and which are intended to lay the foundation for future planning, the Chairperson of the committee may allow the participation of Conflicted Committee Attendees up to the point of decision-making of the type described above

Section 6.0 Duties of Committee Attendees.

6.1 Nondisclosure of Proceedings.

It is understood that Committee Attendees will be reporting to others in their own organization, or the organizations they are representing, and the obligations of nondisclosure shall be observed by anyone receiving such report. Every Committee Attendee shall use the same reasonable precautions as are taken with respect to business-confidential information of his or her own business or employer, to not disclose to anyone other than a person employed by a Member of this Consortium any of the proceedings of the Committee prior to release of such information by this Consortium approved by the Executive Director.

6.2 General Obligations.

Collegiality and unity of purpose are hallmarks of the work of the Consortium's Program committees. Accordingly, Committee Attendees are expected to observe the commonly understood principles of team play, including the following general obligations. Committee Attendees are expected to use the information obtained at committee meetings in a way which is not inconsistent with the mission of the Consortium or its business opportunities. Strategic or tactical action items arrived at in committee meetings will be implemented by Consortium staff, unless otherwise specifically designated by the Chairperson of the committee to someone else.

6.3 Removal of Committee Attendee.

The Chairperson of the committee may remove any individual from the committee based on noncompliance with these Guidelines.

Section 7.0 Confidential Market, Sales and Product Information.

Every Committee Attendee making a presentation to a committee meeting, or submitting correspondence to the Consortium, accepts at his or her own risk the possibility of disclosure by other Committee Attendees of such information, and the Consortium undertakes no obligation of nondisclosure or

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confidentiality with respect to such information. A Committee Attendee may, in direct communication with the Executive Director of the Consortium, request in advance that information identified in writing by the submitter as confidential shall be treated by the Consortium as business confidential and not be used or disclosed to any committee or used by the Consortium for any purpose other than the business of the Consortium. The Consortium shall not be obligated to hold any such information in confidence except as may be specifically identified in a written Nondisclosure Agreement executed on behalf of the Consortium by the Executive Director.