



## **Privacy Policy**

(Effective March 23, 2015)

WECC (“Company”) may collect certain information through our internet website, located at [www.weccusa.org](http://www.weccusa.org) (our “Website”). This “Privacy Policy” sets forth our policies and procedures surrounding the collection and handling of any such information that identifies an individual user or that could be used to contact or locate him or her (“Personally Identifiable Information”). By using our Website or allowing someone to use the Website on your behalf, you are consenting to our collection, use, disclosure, transfer and storage in accordance with this Privacy Policy of any Personally Identifiable Information and other information received by us as a result of such use.

This Privacy Policy applies only to our Website. It does not apply to any third-party website or service linked to our Website or recommended or referred by our Website or by our staff. This Privacy Policy does not apply to any other website or online service operated by the Company or to any offline activities.

### **Personally Identifiable Information We Collect**

We may collect the following Personally Identifiable Information from users who use our Website: name, e-mail address, telephone number, employer, and address. In some cases we may collect your credit card information (e.g., your credit card number and expiration date, billing address, etc.), some of which may constitute Personal Data, to secure certain payments. If you use our Website to apply online for loans, you provide personal information that is necessary for us to securely process your request. To ensure that your information remains confidential, all sessions are established with Secure Socket Layer (SSL). SSL encrypts and decodes all data transmitted only between your browser and our servers.

We use “cookies” to collect certain information from all users and Website visitors. A cookie is a string of data our system sends to your computer and then uses to identify your computer when you return to our Website. Cookies give us usage data, like how often you visit, where you go at the site, and what you do.

We do not track our Website users over time and across third-party websites to provide targeted advertising and therefore we do not respond to Do Not Track (“DNT”) signals or other mechanisms from you regarding the collection of your Personal Data. We do not authorize the collection of Personally Identifiable Information from users for third party use through advertising technologies without separate user consent.

### **Our Use of Personally Identifiable Information**

We use your Personally Identifiable Information to create your account and to communicate with you. Additionally, we use that information to the extent necessary to enforce our Website terms of service and to prevent imminent harm to persons or property.

If you provide Personally Identifiable Information for a certain reason, we may use the Personally Identifiable Information in connection with the reason for which it was provided. For instance, if you



contact us by e-mail, we will use the Personally Identifiable Information you provide to answer your question or resolve your problem and will respond to the email address from which the contact came. If you provide Personally Identifiable Information in order to obtain access to or use our services, we will use your Personally Identifiable Information to provide you with access to or use of the services or functionality and to monitor your use of such services or functionality. We may use your Personally Identifiable Information for internal business purposes including without limitation to help us improve our services, to better understand our users, to protect against, identify or address wrongdoing, to enforce our terms of service, to provide you with customer service, and to generally manage our services and our business. We may use your Personally Identifiable Information to contact you in the future for our marketing and advertising purposes, including without limitation to inform you about services or events we believe might be of interest to you, to develop promotional or marketing materials and provide those materials to you, and to display content and advertising that we believe might be of relevance to you.

We use cookies so that our Website can remember you and provide you with the information you are most likely to need. For instance, when you return to our Website, cookies identify you and prompt the site to provide your username (not your password), so you can sign in more quickly. We use information gained through cookies to compile statistical information about use of our Website, such as the time users spend at the site and the pages they visit most often. Those statistics do not include Personally Identifiable Information.

### **Protection of Personally Identifiable Information**

We employ various data security tools to protect Personally Identifiable Information. Unfortunately, even with these measures, we cannot guarantee the security of Personally Identifiable Information. By using our Website, you acknowledge and agree that we make no such guarantee, and that you use our Website at your own risk.

### **Contractor and Other Third-Party Access to Personally Identifiable Information**

We restrict access to personal information to our employees, contractors, and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations. We may give certain independent contractors access to Personally Identifiable Information. These third parties may include mailing services, incentive fulfillment organizations, fraud prevention organizations, database management organizations, loan purchasers, loan servicers, and program-related contractors. All of our contractors are required to sign contracts in which they promise to protect Personally Identifiable Information using procedures reasonably equivalent to ours. (Users are not third-party beneficiaries of those contracts.) We also may disclose Personally Identifiable Information to attorneys, collection agencies, or law enforcement authorities or pursuant to subpoenas to address potential Acceptable Use Policy violations, other contract violations, or illegal behavior. Additionally, we will disclose any information demanded in a court order or otherwise required by law or to prevent imminent harm to persons or property.

As noted above, we compile Website usage statistics from data collected through cookies. We may publish those statistics or share them with third parties, but the usage statistics do not include Personally Identifiable Information.



### **Accessing and Correcting Your Personally Identifiable Information**

You can request deletion or modification of any Personally Identifiable Information we store by contacting us at [weccinfo@weccusa.org](mailto:weccinfo@weccusa.org). We may, however, retain Personally Identifiable Information for an additional period as is permitted or required under applicable laws. Even if we delete your Personally Identifiable Information, it may persist on backup or archival media and other information systems.

### **Amendment of this Privacy Policy**

We may change this Privacy Policy at any time by posting a new version on this page or on a successor page. The new version will become effective on the date it is posted, which will be listed at the top of the page as the new Effective Date. Your continued use of this Website following the effective date of any modifications to this Privacy Policy constitutes acceptance of those modifications. If any modification to this Privacy Policy is not acceptable to you, your sole remedy is to cease accessing, browsing, and otherwise using this Website.

### **How to Contact Us**

WECC  
431 Charmany Drive  
Madison, WI 53719  
800.969.9322  
[weccinfo@weccusa.org](mailto:weccinfo@weccusa.org)



## Website Terms and Conditions

(Effective March 23, 2015)

This Internet Website Use Agreement (the "Agreement") is between you and WECC (the "Company" or "we"). Your use of the WECC Internet Website (the "Website") is subject to the following terms and conditions of use:

**You agree to read these terms and conditions of use carefully before using this website.** Use of the Website signifies your unconditional agreement to the terms and conditions of this Agreement. If you do not agree to these terms and conditions of use, do not access or otherwise use this Website.

### Information

The Company may gather, process, and use information and materials received from you (e.g., name, physical address, e-mail address) or collected through your use of the Website for any lawful reason or purpose.

### Cookies

The Website may use cookies. By accessing the Website, you consent to the use of cookies in accordance with the terms of the Website's privacy policy.

### Website Revisions

The Company, at its sole discretion, may change, suspend, or discontinue any aspect of the Website at any time, including the availability of any Website feature, database, or Content. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability.

### Restricted Access

Access to certain areas of the Website may be restricted. The Company, in its sole discretion, reserves the right to restrict access to certain areas of the Website or the Website itself. The Company, in its sole discretion, may disable your user ID and password at any time without notice.

### Intellectual Property Ownership

Unless otherwise stated, the Company or its licensors own the intellectual property rights in the Website and material on the Website. All content included on the Website, including the information, text, images, pictures, graphics, logos, icons, images, video clips, audio clips, software, and other materials is the exclusive property of Wisconsin Energy Conservation Corporation or its licensors and is protected by U.S. and international copyright laws. You may download and make copies of the content and other downloadable items displayed on the Website, provided that you maintain all copyright and other notices contained in the downloaded materials. Copying or storing of any content on the Website for reproduction, redistribution, or publication to third parties for commercial purposes is expressly prohibited without prior written permission from the Company. All rights to the Company's copyrighted materials not expressly granted herein are reserved by the Company.



## Acceptable Use Policy

The Company requires that all visitors and users of the Website conduct themselves with respect for others. In particular, the following rules govern the use of the Website:

- A. Abusive Behavior: Users shall not harass, threaten, or defame any person or entity. Users shall not contact any person who has requested no further contact. Users shall not use ethnic or religious slurs against any person or group.
- B. Privacy: Users shall not violate the privacy rights of any person. Users shall not collect or disclose any personal address, social security number, or other Personally Identifiable Information without each holder's written permission. Users shall not cooperate in or facilitate identity theft.
- C. Intellectual Property: Users shall not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Users shall not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- D. Hacking, Viruses, & Network Attacks: Users shall not access any computer or communications system without authorization, including the computers used to provide the Service. Users shall not attempt to penetrate or disable any security system. Users shall not intentionally distribute a computer virus; launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Users shall not attempt to access or otherwise interfere with the accounts of other users of the Website.
- E. Spam: Users shall not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam. Users shall not facilitate or cooperate in the dissemination of Spam in any way. Users shall not violate the CAN-Spam Act of 2003.
- F. Fraud: Users shall not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Users shall not commit fraud in any other way.
- G. Violations of Law: Users shall not violate any law.

Consequences of Violation: Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the user's account, IP blocking, or legal action. In addition, the user may be required to pay for the costs of investigation and remedial action related to AUP violations. The Company reserves the right to take any other remedial action it sees fit.

Reporting Unacceptable Use: The Company requests that anyone with information about a violation of this AUP report it via an e-mail to the following address: [weccinfo@weccusa.org](mailto:weccinfo@weccusa.org). Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP address if available, as well as details of the violation.

## Grant of License

By posting messages, uploading files, inputting data, or engaging in any other form of communication to the Website, you hereby grant to the Company a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit, and otherwise fully exploit such communications, in all media now known or hereafter developed. You hereby waive all rights to any



claim against the Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications. Any such submissions will not be treated as confidential or proprietary. Any information and material you submit shall not be illegal or unlawful and shall not infringe any person's or entity's intellectual property rights. Wisconsin Energy Conservation Corporation reserves the right to edit or remove any material submitted to the Website.

### **Non-Confidential**

You acknowledge that communications involving the Website are not confidential and that communications may be read or intercepted by others. You acknowledge that by submitting communications to the Company, no confidential, fiduciary, contractually, implied, or other relationship is created between you and the Company other than pursuant to this Agreement.

### **Representations and Warranties**

You represent, warrant, and covenant that you shall not upload, post, or transmit to or distribute or otherwise publish through the Website any materials which: (i) restrict or inhibit any other user from using and enjoying the Website; (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation; (iv) violate, plagiarize, or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right; (v) contain a virus or other harmful or destructive elements; (vi) contain any information, software, or other material of a commercial nature; (vii) contain advertising of any kind; or (viii) constitute or contain false or misleading indications of origin or statements of fact.

### **Third-Party Links**

The Website may contain hypertext links and pointers to other World Wide Web Internet sites and resources operated and controlled by parties other than the Company. Links to and from the Website to such third-party sites do not imply or constitute an endorsement by the Company of any third-party material or contents and the Company does not assume any responsibility or liability for any third-party material or contents.

### **Accuracy of Information**

The Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Website. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website.

### **Disclosure of Information**

The Company reserves the right, at all times, to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, that in the Company's sole discretion are objectionable or in violation of this Agreement.



## DMCA Compliance

The Company uses the copyright infringement procedures of the Digital Millennium Copyright Act (“DMCA”).

- A. Notice of Copyright Infringement: To notify us of copyright infringement, please send an email communication to WECC at the contact point listed in Part C below. That email communication should include the following:
  - 1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - 2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site.
  - 3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
  - 4) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
  - 5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
  - 6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- B. Counter-Notice by Accused Subscriber

If you are a subscriber and we have taken down your materials due to suspicion of copyright infringement, you may dispute the alleged infringement by sending an email communication to WECC at the contact point listed in Part C below. That written communication should include the following:

  - 1) A physical or electronic signature of the subscriber.
  - 2) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
  - 3) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
  - 4) The subscriber’s name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which such address is located, or if the subscriber’s address is outside of the United States, the Federal District Court for the Western District of Wisconsin, and that the subscriber will accept service of process from the person who provided notification of copyright infringement or an agent of such person.
- C. Agent for Notices: Please send all notices required by this policy to [weccinfo@weccusa.org](mailto:weccinfo@weccusa.org).
- D. Termination of Repeat Infringers: In appropriate circumstances, we will terminate the accounts of subscribers who are repeat copyright infringers.
- E. Revision of Policy: We may revise this policy at any time, including by posting a new version on the Website.



## Disclaimer

The Website, including all content, software, functions, materials, and information made available on or accessed through the Website, is provided on an "as is" basis. To the fullest extent permissible by law, the company makes no representation or warranties of any kind whatsoever for the content on the Website or the materials, information, and functions made accessible by the software used on or accessed through the Website, for any hypertext links to third-party Websites or for any breach of security associated with the transmission of sensitive information through the Website or any linked site. Further, the company disclaims any express or implied warranties, including, without limitation, merchantability, fitness for a particular purpose, and non-infringement. The company does not warrant that the functions contained in the Website or any materials or content contained therein will be uninterrupted, error free, or that defect will be corrected. The company shall not be liable for the use of the Website, including, without limitation, the content and any errors contained therein. To the fullest extent permissible by law, the company shall not be liable to you for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of or access to the Website or for any information obtained through the Website, whether based on contract, tort, strict liability, or otherwise, even if the company or any of its agents has been advised of the possibility of damages. Some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, and therefore the preceding limitation may not apply to you.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without regard to conflicts of law provisions. You hereby agree and consent that the sole and exclusive jurisdiction for any action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Dane County in the state of Wisconsin.

## Submission of Information to the Company

The Company has a policy that does not allow it to accept or consider creative ideas, suggestions, or materials other than those that are intended to be posted publicly on the Website or which have been specifically requested or otherwise affirmatively solicited by the Company in writing. It is the intent of this policy to avoid possible misunderstandings as to the ownership of creative ideas, concepts, suggestions, or materials. If you send any creative materials, suggestions, ideas, notes, drawings, concepts, or other information (collectively known as the "Information") to the Company in printed form, electronic means, or otherwise, the Information shall be deemed to be the property of the Company and shall not be subject to any obligations of confidence, non-disclosure, or non-usage. The Company is hereby entitled to unrestricted usage of the Information on a worldwide basis without compensation to the provider of the Information.



## **Indemnification**

You agree to indemnify, defend, and hold the Company harmless against any and all losses, damages, costs, liabilities, and expenses incurred or suffered by the Company or third parties arising out of any breach by you of any provision of these terms of use. Further, you agree to indemnify, defend, and hold the Company harmless for the infringement or misappropriation any patent, copyright, trademark, trade secret, or other proprietary right.

## **Remedies for Breach**

Without prejudice to the Company's other rights under, and remedies for breach of, this Agreement, if you breach this Agreement, the Company may take such action as it deems appropriate to respond to the breach, including suspending or blocking your access to the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website, and/or bringing legal action against you.

## **Assignment**

The Company may assign or otherwise transfer its rights and/or obligations under this Agreement without notifying you or obtaining your consent.

## **Nonwaiver**

The failure of the Company at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of the Company thereafter to enforce each and every provision thereof in accordance with its terms.

## **Severability**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

## **Entire Agreement**

This Agreement constitutes the entire agreement between the Company and you with respect to your use of and access to the Website. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company with respect to the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this Agreement. Any cause of action you may have with respect to your use of and access to the Website must be commenced within one (1) year after the claim or cause of action arises. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or the Website to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by the Company.



## **Children's Online Privacy Protection Act Notice**

(Effective March 23, 2015)

This Website and any products and services described on this Website are not intended for or directed toward people who are under 13 years old. The owner of this Website, WECC, does not knowingly market to children under the age of 13 years old, nor does it knowingly collect, directly or through third-party service providers, names, email addresses, or any other Personally Identifiable Information from children under the age of 13 years old. If WECC becomes aware that personal information was collected inadvertently from a child under the age of 13 years old, the information will be deleted as soon as practicable.

WECC sometimes uses non-personally identifiable or "aggregate information" that is collected for various purposes, including to estimate the number of visitors for advertisers, to identify which areas of the Website are visited, and for other similar advertising purposes. This aggregate data is not information that could be used to identify or contact visitors of any age. This Website does not otherwise use passive technologies to track individual visitors' onsite activities.

This Website may include linked third-party sites that would be of interest to children under the age of 13 years old. WECC has no control over, and is not responsible for, the privacy and security of third-party sites. Parents should review the privacy policies of these sites closely before allowing children to provide any Personally Identifiable Information.

If you have any questions, comments or concerns regarding our policies and/or practices, please contact WECC at [weccinfo@weccusa.org](mailto:weccinfo@weccusa.org).



## Federal Trade Commission Disclaimer

This Federal Trade Commission (FTC) Disclaimer is provided to ensure that any commercial relationships between articles, comments, endorsements, and recommendations concerning products, services, or other Websites and the owners of such products, services, and Websites are fully disclosed.

Under the terms of FTC requirements, whenever there are articles, comments, endorsements, or recommendations concerning products, services, or other Websites on this Website, the Company will disclose the existence of any relationships between (A) those products, services, and Websites and (B) the author, the Company, or this Website. Whenever this is the case, that disclosure will be conspicuously posted in or next to the particular article, comment, endorsement, or recommendation in accordance with the Federal Trade Commission's 16 CFR, Part 255: "Guides Concerning the Use of Endorsements and Testimonials in Advertising."

Any third-party comments, representations, recommendations, endorsements, and testimonies are provided solely by each individual posting such comments, representations, recommendations, endorsements, or testimonies. They have NOT been verified for accuracy or truthfulness by the Company and the Company disclaims all liability for such comments, representations, recommendations, endorsements, and testimonies.

You should always research any product, service, or Website before purchasing or using anything mentioned on this Website. The Company may accept forms of cash advertising, sponsorship, paid insertions, or other forms of affiliate compensation (however, not all content is written or presented for the sole purpose of receiving affiliate income). Paid content or advertising space may not always be identified as paid or sponsored content. Clicking on links or purchasing products displayed on this Website may generate income for the Company. The Company may be compensated through affiliate programs and some content which presents opinions on products, services, websites, and various other topics. There may be "banner ads" on this Website that will also result in commission to the Company. Additionally, this Website may display Google AdSense ads or similar ads from other companies. These advertisements are generated by Google or the other companies using an algorithm over which the Company has no control. The compensation received may or may not influence the advertising and content displayed on this Website and may or may not create conflicts of interest. Any product claim, statistic, quote, or other representation about a product or service should be independently verified by the reader.



## Conflict of Interest Policy

### Article I – Purpose

Article VI, Section 16 of the Wisconsin Energy Conservation Corporation (WECC) Bylaws provides that the WECC Board of Directors shall “ensure that no actual or appearance of conflict of interest by Board Directors will improperly or adversely affect WECC, and therefore, will maintain and abide by WECC’s policy statement.” The purposes of this Conflict of Interest Policy are: (A) to carry out the intent of WECC’s Bylaws; (B) to ensure that no conflict of interest will improperly and adversely impact the actions of the WECC Board of Directors, its Executive Director, or other Covered Persons (as defined below) and to avoid any appearance of conflict of interest; and (C) to update the scope of WECC’s Conflict of Interest Policy in light of evolving applicable law.

Conflicts of interest occur when multiple loyalties may pull a person who is in a position to influence a decision toward opposite courses of action, for example, if a WECC Board Director were to vote on a WECC decision that may result in personal or professional gain for the Board Director, their business, their spouse, or a family member. WECC’s Conflict of Interest Policy is intended to protect WECC’s interest when it is contemplating entering into a transaction or arrangement that might affect the private financial or other interest of a “Covered Person” as defined below. No policy can cover every possible situation, but the objective of this Policy is to provide guidance that will enable WECC to identify potential conflict situations and address them so that WECC’s decision-making process is not compromised. The Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

### Article II – Scope

WECC’s Conflict of Interest Policy shall apply to the following persons (“Covered Persons”):

- A. Members of the WECC Board of Directors
- B. WECC’s “Officers” as defined below (See Article III- Definitions)
- C. “Key Employees” as defined below (See Article III - Definitions)

In addition, the Board of Directors and WECC’s Executive Director, in their discretion, may elect to extend the principles and procedures set forth in this Policy to additional WECC employees when they reasonably deem such extension to be in the best interest of the organization.

### Article III – Definitions

**Conflict of Interest:** Generally, a conflict of interest may occur if an interest or activity influences or appears to influence the ability of a Covered Person to exercise objectivity or impairs a Covered Person’s ability to perform his or her management or employment responsibilities in the best interests of WECC.

Without limitation, a Covered Person is considered to have a potential conflict of interest when:

- A. He/She or any Family Member or any Controlled Entity may receive a financial or other significant benefit as a result of the individual’s position at WECC.



- B. The Covered Person has the opportunity to influence WECC's granting, business, administrative, or other material decisions in a manner that leads to personal gain or advantage for the Covered Person or any Family Member or for any Controlled Entity.
- C. The Covered Person has an existing or potential financial or other significant interest that impairs or might appear to impair the individual's independence in the discharge of his or her duties to WECC.

**Controlled Entity.** A "Controlled Entity" is one in which a Covered Person serves as Officer, Director, Key Employee, or greater than 35% owner, when the interest of the Covered Person and Family members are taken into account.

**Family Member.** A "Family Member" includes all of the following for a Covered Person: spouse, domestic partner, ancestors, child (whether natural or adopted), brother or sister (whether whole or half blood), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren.

**Key Employee:** A WECC employee other than an Officer or member of the WECC Board of Directors, who meets all of the following tests:

- A. Receives reportable compensation from WECC in excess of \$150,000 for the calendar year ending with or within WECC's tax year.
- B. Has responsibilities, powers, or influence over WECC as a whole similar to those of WECC's Officers or Directors; or manages a discrete segment of the activity of WECC that represents 10% or more of the activities, assets, income, or expenses of WECC; or has authority to control or determine 10% or more of WECC's capital expenditures, operating budget, or compensation for employees.
- C. If WECC has 20 or more employees that satisfy the \$150,000 test and the responsibility test, is one of the top 20 such employees for the calendar year ending within WECC's tax year.

**Officer.** An "Officer" is a person elected or appointed to manage WECC's or another organization's daily operations, including officers of the organization's board of directors and the top management official, and top financial official of the organization.

## Article IV – Procedures

**Duty to Disclose:** In connection with any actual or possible conflict of interest, any Covered Person must disclose the existence of their financial or other interest that gives rise to a potential conflict of interest. This includes disclosing all material facts to the Board of Directors, Officers, Executive Director, or other persons with delegated powers considering the proposed transaction or arrangement before any vote or action is taken. On a matter where there is a potential conflict or perception of conflict, Covered Persons shall err on the side of disclosure, rather than risk an inappropriate failure to disclose.

Without limiting the foregoing, each Covered Person shall notify the Executive Director not less than annually of his or her existing affiliations (including employment) with other organizations and/or firms. This notification shall be updated as new affiliations are created or existing affiliations end. The Executive Director shall compile each Covered Person's information and shall, in the case of the



Board members, provide a combined list to each Board member of the affiliations of the other Board members.

**Determining Whether a Conflict of Interest Exists:** After disclosure of the interest and all material facts, and after any discussion with the Covered Person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

**Procedures for Addressing the Conflict of Interest:**

- A. A Covered Person may make a presentation at the Board or Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- B. The chairperson of the Board or Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- C. After exercising due diligence, the Board or Committee shall determine whether WECC can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- D. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in WECC's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
- E. No contract or other transaction between WECC and a WECC Director or any entity in which a WECC Director is a director or officer or has any material financial interest is void or voidable because of the relationship or interest or because the director is present at the meeting of the Board or Committee that authorizes, approves, or ratifies the contract or transaction or because the director's vote is counted for that purpose, if any of the following applies:
  - 1) The relationship or interest is disclosed or known to the Board or the Committee that authorizes, approves, or ratifies the contract or transaction and the contract or transaction was authorized, approved, or ratified by a vote or consent sufficient for the purpose without counting the votes or consents of the interested Directors.
  - 2) The fact of such relationship or interest is disclosed or known to the members of the Board or the Committee entitled to vote and they authorize, approve, or ratify that contract or transaction by vote or written consent.
  - 3) The contract or transaction is fair and reasonable to WECC.

**Violations of the Conflict of Interest Policy:**

- A. If the Board, or Committee, or the Executive Director (in the case of Key Employees other than the Executive Director) has reasonable cause to believe a Covered Person has failed to disclose actual or possible conflicts of interest, it shall inform such Covered Person of the basis for such belief and afford the Covered Person an opportunity to explain the alleged failure to disclose.
- B. If, after hearing the Covered Person's response and after making further investigation as warranted by the circumstances, the Board or Committee (or Executive Director, as



applicable) determines the Covered Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Special Situations:**

- A. Confidential Information: Confidential Information learned by Covered Persons in the course of their service for WECC shall be held in confidence and not disclosed to others without the prior consent of WECC.
- B. Gifts: As a general rule, Covered Persons may not receive or offer any gift or anything else of significant value for the purpose of influencing the actions of WECC or the Covered Person. Gifts received from vendors, suppliers, consultants, and grantees as part of normal business practice must be declined or given to WECC. This guideline is not intended to prohibit normal business practices such as meeting over meals, corporate items given at conferences, or token hosting gifts, so long as they are of nominal and reasonable value and promote WECC's legitimate interests. Any questions regarding special situations should be referred to WECC's Executive Director.

#### **Article V – Records of Proceedings**

The minutes of the Board and all Committees with Board delegated powers shall contain:

- A. The names of the persons who disclosed or otherwise were found to have a financial or other interest in connection with an actual or possible conflict of interest, the nature of the financial or other interest, any action taken to determine whether a conflict of interest was present, and the Board's or Committee's decision as to whether a conflict of interest in fact existed.
- B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article VI – Compensation**

- A. A Covered Person who receives compensation, directly or indirectly, from WECC for services is precluded from voting on matters pertaining to that person's compensation.
- B. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from WECC for services is precluded from voting on matters pertaining to that member's compensation.
- C. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from WECC, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VII – Annual Statements**

Each Covered Person shall annually sign a statement which affirms such person:

- A. Has received a copy of WECC's Conflicts of Interest Policy.
- B. Has read and understands the Policy.
- C. Has agreed to comply with the Policy.
- D. Discloses the information requested by WECC to monitor and enforce compliance with the Policy.



### **Article VIII – Periodic Reviews**

To ensure WECC operates in a manner consistent with its mission and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to WECC's written policies, are properly recorded, reflect reasonable investment, or payments for goods and services, further WECC's tax-exempt mission and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

### **Article IX – Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VIII, WECC may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.