

Green Building Initiative Assessor Conflict of Interest Policy

This Green Building Initiative Assessor Conflict of Interest Policy (the “**Conflicts Policy**”) is intended to protect and maintain the independence and strength of GBI’s systems of building assessments and certifications, including the Green Globes® system and GBI’s Guiding Principles Compliance system (which is GBI’s implementation of a system to perform assessments and certifications according to the federal Guiding Principles for Sustainable Existing Buildings). Each person or entity that GBI authorizes to perform any such assessments, and any permitted contractors and employees (collectively, “**Assessor**”), must act ethically at all times in the performance of Green Globes and/or Guiding Principles Compliance assessments, and they acknowledge their strict adherence to the provisions of this Conflicts Policy.

1. Definition of a Conflict of Interest. Assessor has a potential or actual conflict of interest under this Conflicts Policy (a “**Conflict**”) if he or she has a Financial Interest and/or a Personal Interest in a current or prospective Client, where:
 - (a) “**Client**” means all of the following people or entities: the building to be assessed under the Green Globes system and/or the Guiding Principles Compliance system, the person or entity who requested the assessment, and/or any person or entity involved in the ownership, lease, occupation, construction, design, architecture, modification and/or management of that building.
 - (b) Assessor has a “**Financial Interest**” if he or she has, directly or indirectly, through business, investment or family:
 - (i) a current or past ownership or investment interest in the Client;
 - (ii) a current or past compensation arrangement with the Client or with any person or entity with which the Client has a transaction or arrangement, or
 - (iii) a potential ownership or investment interest in, or compensation arrangement with, the Client or any entity or individual with which the Client is negotiating a transaction or arrangement.

The term “**compensation**” under this Conflicts Policy includes direct and indirect remuneration as employee, employer, contractor, customer, vendor or supplier, as well as gifts that are not insubstantial. As an example, but without limiting the foregoing, a “**compensation arrangement**” exists where Assessor is or has been engaged by a Client to perform any services that would be performed under the Green Globes Professional certification or any other GBI certification or designation relating to Green Globes or Guiding Principles Compliance.
 - (c) Assessor has a “**Personal Interest**” if he or she has a social, family or business relationship with the Client.
2. Reasonable Conflict Inquiry by Assessor. Assessor agrees to perform a reasonable inquiry prior to accepting each assessment assignment from GBI to determine whether an actual or potential Conflict exists under this Conflicts Policy. Failure to conduct such an inquiry is a violation of this Conflicts Policy.
3. Process: Decline-or-Disclose, Waiver-or-Withdrawal.
 - (a) Option to Decline. Provided that Assessor has not already accepted the assignment or commenced the assessment for a Client that presents an actual or potential Conflict, Assessor may elect to decline the assessment assignment(s) for that Client upon written notice to GBI without further disclosure obligations to GBI with respect to that Conflict.

(b) Duty to Disclose. If Assessor has not declined an assignment for a Client that presents an actual or potential Conflict, Assessor must immediately disclose to GBI in writing the nature of any actual or potential Conflict of which Assessor is or becomes aware at any time and all material facts relating to the Conflict. Failure to disclose an actual or potential Conflict immediately upon Assessor's becoming aware of it is a violation of this Conflicts Policy.

(c) Process for Waiver or Withdrawal.

(i) Prior to Acceptance. If Assessor discloses an actual or potential Conflict prior to accepting an assessment assignment for the applicable Client and Assessor honestly and reasonably believes that the Conflict would not impair Assessor's judgment in performing a Green Globes and/or Guiding Principles Compliance assessment for that Client, Assessor may submit a written request to GBI to waive the Conflict for that particular assessment assignment. GBI will respond as set forth in subsection (iii) below.

(ii) After Acceptance. If Assessor discloses an actual or potential Conflict after accepting an assessment assignment for the applicable Client, Assessor will immediately stop any assessment activity for that Client pending resolution of the Conflict. Assessor has two options in this situation:

(A) Assessor may elect to immediately withdraw as the assessor for that Client by notifying GBI in writing of its withdrawal; or

(B) if Assessor honestly and reasonably believes that the Conflict would not impair Assessor's judgment in performing a Green Globes and/or Guiding Principles Compliance assessment for that Client, Assessor may submit a written request to GBI to waive the Conflict for that particular assessment assignment.

(iii) Response by GBI. In the event that Assessor has submitted a written request to GBI to waive a Conflict pursuant to subsections (i) or (ii) above and/or in the event that GBI becomes aware of an actual or potential Conflict that was not disclosed or inadequately disclosed by Assessor, GBI may, in its sole and absolute discretion, elect either to (A) assign that Client's assessment to another assessor, in which case GBI will notify Assessor of termination of that assessment assignment to Assessor, or (B) waive the Conflict disclosed to GBI to permit Assessor to conduct that assessment assignment for that Client. No waiver of any Conflict will be effective unless in writing and signed by an authorized representative of GBI. A waiver of a Conflict is effective only as to the specific assessment assignment, Client and Conflict presented. In no event will a waiver be effective as a waiver of any other Conflict, Client or any other assessment assignment for that same Client.

4. Obligation Not to Perform Other Work for Clients. In addition to the above obligations, regardless of whether a Conflict existed with respect to a Client, during the period that Assessor is performing assessment services for a Client and for six (6) months thereafter, Assessor may not enter into any other business relationship with such Client, including, without limitation, any engagement by Client of Assessor to perform any services or provide any products other than the Green Globes and/or Guiding Principles Compliance assessments that are assigned by GBI.

5. Violations of this Conflicts Policy. In addition to any rights or remedies GBI may have as to Assessor as a result of a violation of this Conflicts Policy, such a violation will also constitute a material breach of any and all agreements between Assessor and GBI (including GBI's affiliates and any related entities); and any and all such agreements will be subject to immediate termination by GBI.