IES Committees Code of Conduct

Thank you for submitting your application to participate in the IES Standards development process through joining one of our technical committees. In submitting this application, you are agreeing to observe the following Code of Conduct. This Code of Conduct may be amended from time to time at the discretion of the Illuminating Engineering Society (IES).

*Violations of these terms can result in your removal from the committee.*

1.0 PROFESSIONAL CONDUCT

1.1. You agree to be respectful of all committee members, and that you will not engage in malicious statements that are derogatory to fellow members, staff, or the Society.

1.2. You agree to avoid real or perceived conflicts of interest whenever possible, and to disclose them to your Committee Chair and/or IES Staff when they do exist.

2.0 ANTITRUST POLICY AGREEMENT

2.1. You agree to abide by all applicable antitrust and competition laws.

2.2. You agree that your conduct in committee meetings in which competitors participate will be in accordance with these laws, and you will not participate in discussions that could be construed as establishing agreements between competitors that violate these laws, or might in any way influence the outcome of IES Standards. Examples of prohibited discussions include but are not limited to: current or future pricing; contract negotiations; patent licensing or development; sales or production quotas; boycotting; denying of any party access to markets, products, or information; and excluding or controlling competition.

3.0 COMMERCIAL POLICY AGREEMENT

3.1. You agree that your participation will be as an individual and not as an agent or representative of any commercial enterprise, and that meetings shall be non-commercial without endorsement or denigration of specific products or manufacturers. IES Standards shall not endorse any particular products, services, or companies.

3.2. You understand that provisions involving business relations between buyer and seller, such as guarantees, warranties, and other commercial terms and conditions, shall not be entered into IES Standards, and you agree to avoid such discussions within the committee.

4.0 PARTICIPATION AGREEMENT

4.1. You have agreed to participate in the committee through this application process. You understand and agree that you may be removed the committee if committee records indicate that you have not attended meetings, provided input, or otherwise participated in accordance with the committee membership application for a reasonable length of time, which shall be determined by the Committee Chair in consultation with the Director of Standards.

4.2. For voting members who have a record of not voting, the committee Chair may alternatively opt to change your status from voting to nonvoting, with the possibility of reinstatement should you choose to resume participation.
5.0 CONFIDENTIALITY AGREEMENT

5.1. You agree to keep the work of the committee confidential. You acknowledge that draft documents are considered the confidential property of the committee and the IES, and that dissemination may result in harm to the Society.

5.2. You understand and agree that prior to sending any draft material to any person outside of the committee, you must provide a written request with your reasoning to the Director of Standards and the Chair of your committee, and that you will not distribute such material until you have received written permission from the Chair of your committee.

6.0 USE OF IES DOCUMENTS

6.1. You understand and agree that your participation in this committee does not allow you any privilege or right to reproduce IES copyrighted material without first gaining permission from IES Staff, and that requests to cite specific IES document content such as illuminance values, excerpts from text, tables, figures, and other material must be submitted to IES Staff for approval prior to inclusion in other publications, manufacturers’ literature, or websites, and may be subject to a royalty fee.

6.2. Proper citation of IES copyrighted material must be included with permitted content.

6.3. The IES will not approve any statements or citations that imply a manufacturer’s products or systems “meet” or “comply” with IES recommendations. Factual statements of compliance with IES Testing procedures are allowable.

7.0 IES REPRESENTATION

7.1. You understand and agree that you are not allowed to represent yourself as an agent of the IES, nor enter into any agreement on behalf of the IES without the expressed written consent of the IES Executive Director.

7.2. You understand and agree that you will not issue any written correspondence, via any media, with the IES logo or name without the permission of the IES. This includes the use of the IES name or logo on PowerPoint or other similar presentation media methods, your personal or company website or literature, or other material in a way that could be construed as you or your employer acting on behalf of the IES, or that the IES moniker implies an IES endorsement of your personal or professional activities.

7.3. You understand and agree that you may use your membership in an IES committee as a personal resume distinction, but that you may not use this membership as a credential to lobby or otherwise attempt to influence government actions.

END OF DOCUMENT