

Memorandum of Understanding



Memorandum of Understanding

This Memorandum of Understanding (MoU) uses the following terminology:

Building: the building in which the Premises are situated

Environmental Performance: all or any of the following arising from the operation or use of the Premises and/or the Building:

- (a) Energy consumption
- (b) Water consumption and discharge
- (c) Waste generation and management
- (d) Generation and/or emission of greenhouse gases
- (e) Other adverse environmental impacts

Improvement in Environmental Performance: includes all or any of the following

- (a) Reduction in or improved efficiency of energy consumption, including selection of alternative sources of energy with a lower environmental impact
- (b) Reduction in generation and/or emission of greenhouse gases
- (c) Reduction in or improved efficiency of water consumption or discharge
- (d) Reduction in waste generation
- (e) Improvement in the rate or efficiency of waste recycling or reuse of resources
- (f) Reduction of other adverse environmental impacts in each case, taking into account any changes in the use or intensity of use of the Premises and/or the Building (and “improve the Environmental Performance” shall be construed in like manner).

Lease: the lease of the Premises

Parties: the Landlord and the Tenant together

Premises: the part of the building that is demised by the Lease

A full range of best practice recommendations is included in the Appendix, with the Parties choosing which measures to focus on and implement from time to time, according to the circumstances, the type of Building and both Landlord and Tenant aspirations.

DATE

PARTIES [] of [] (the Landlord)

[] of [] (the Tenant)

PREMISES _____

BUILDING _____

LEASE dated [] between [] and []

1 General

- The Landlord currently owns the Building and the Tenant currently occupies the Premises under the Lease.
- The Parties agree to work together to improve the Environmental Performance of the Premises and the Building.
- The Parties agree to consider and where appropriate implement the measures set out in this MoU and in the Appendix - Best Practice Recommendations.

- The Landlord will encourage any other occupiers in the Building to enter an MoU in the same terms as this MoU in order to promote improvements in the Environmental Performance of the Building.
- This MoU is not legally binding (except for the provisions which are expressly stated to be so). However, the Parties agree to work together in good faith while this MoU subsists to implement its aims and objectives.
- Either Party may terminate this MoU at any time by notifying the other Party in writing.

2 Co-operation and data sharing

- The Parties agree to share (where possible) all data and relevant information they have in relation to the Building and the Premises in respect of:

- > Electricity consumption
- > Gas consumption
- > Other fuel consumption
- > Water consumption
- > Waste generation, management and recycling
- > Maintenance of plant and equipment used in connection with the consumption of energy and water or treatment of waste.

so as to support the assessment of the Environmental Performance of the Premises and the Building, and to inform the decisions of the Parties on the development of a strategy for implementing the aims and objectives set out in this MoU.

- The data and information is referred to in this MoU as “shared data”.
- Shared data will be provided in such form as the Parties agree and shall be provided no less often than [quarterly/annually].
- The Parties will establish a forum for dialogue on the issues set out in this MoU, for the purpose of sharing information, reviewing Environmental Performance and identifying opportunities for improvement. This dialogue may take a variety of forms depending on the size, nature and complexity of the Building. It may range from a simple telephone conversation, an agenda item on an existing occupier liaison forum or a face to face meeting of a specially designated committee attended by representatives of the Parties, any Managing Agents and other persons involved from time to time in the operation or management of the Building and the Premises as the Parties deem appropriate (perhaps called a Green Building Management Group).

Note: further details on Green Buildings Management Groups can be found in the [BBP Green Building Management Toolkit](#)

3 Building management

- Where the Landlord controls the hours of operation of any heating, lighting or air conditioning services to the Premises and/or the Building, the Tenant will provide to the Landlord details of its hours of occupation of the Premises and its requirements for heating, lighting and air conditioning services for the Premises and will keep the Landlord informed of any changes in such requirements.
- So far as practicable the Landlord will have regard to environmental good practice, energy and water efficiency and waste reduction in providing services and carrying out works to the Building.
- Where a Building Management System (BMS) exists for the Building, the Landlord will explain to the Tenant how the system works and ensure that the settings of the system are adjusted and regularly reviewed with a view to minimising unnecessary provision of heating, lighting or air conditioning services to the Building and the Premises.

4 Reinstatement of Tenant’s alterations

- The Landlord will give reasonable consideration to:
 - > waiving any entitlement it may have to require reinstatement of alterations carried out by the Tenant; and

> not including reinstatement requirements on the grant of any licence for alterations where such alterations proposed or carried out by the Tenant will improve the Environmental Performance of the Premises and/or the Building at the end of the Lease, and the Landlord considers that it will not need to remove or reinstate such alterations at the end of the Lease.

5 Legals

The Parties agree that:

- This MoU is not supplemental or collateral to the Lease and is not to be taken into account when construing the provisions of the Lease and the provisions of the Lease shall prevail over anything in this MoU.
- Shared data shall be used only for the purposes described in this MoU and for no other purpose whatsoever and the recipient of shared data shall keep it confidential and will not disclose it to any other person except:
 - > to any of their agents, consultants or contractors who need to have such information for the purposes of this MoU and who have agreed to keep it confidential
 - > where required to do so by law or
 - > with the written consent of the Party which supplied the shared data.

**SIGNATURE OF
AUTHORISED
REPRESENTATIVE OF
THE TENANT:** _____

**TENANT
SUSTAINABILITY
CONTACT & NUMBER** _____

**SIGNATURE OF
AUTHORISED
REPRESENTATIVE OF
LANDLORD:** _____

**LANDLORD
SUSTAINABILITY
CONTACT & NUMBER** _____

Appendix



Energy

- To develop an energy strategy/policy for the Building.
- Where appropriate, to install separate metering facilities for individual utilities for the Premises, the common parts of the Building and for other occupiers and special uses (preferably AMR systems with the ability to provide half-hourly analysis).

Note: The [BBP Better Metering Toolkit](#) provides detailed guidance on metering options and how to use metered data to achieve energy reductions.
- Where appropriate and available at acceptable rates, to purchase energy from renewable sources.
- To review regularly the control time schedules and temperature set points of plant and equipment to align with the Tenant's working hours.



- Where appropriate, to use motion and daylight sensors for lighting control.
- Where possible to use energy efficient bulbs/ luminaires in lighting systems.
- To give reasonable consideration to the installation of renewable technologies.
- To consider participation in local and/or communal schemes for energy generation or provision.



Water

- To develop a water strategy for the Building.
- Where appropriate, to install separate metering facilities for individual Premises and main consumption areas e.g. kitchen areas, to monitor usage and identify leaks.
- To conduct a regular programme of leak inspections at the Premises and the Building.

- To install high efficiency plumbing fixtures and control technologies in the Premises and the Building.
- Where possible, to use treated and recycled water, captured rain water and grey water (rather than potable water).

Waste

- To develop a waste strategy for the Building including, where practicable, the sharing of recycling and other waste facilities by the occupiers of the Building and joint waste strategies with neighbouring buildings.
- To set aside adequate space and facilities for the storage of recyclables (paper, cardboard, glass, plastics etc.).
- To provide appropriate recycling arrangements for electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.
- To implement, where possible, sustainable procurement practices e.g. purchase of environmentally friendly office consumables and the adoption of “take back” and “re-use” schemes with suppliers for products and packaging.
- On refurbishment and fit-out to require contractors to make adequate waste segregation and recycling provisions and to re-use materials wherever practicable.

Works

- To give reasonable consideration to sustainable sourcing, the use of energy efficient and sustainable products and materials, recycling and the environmental performance and impact of all replacement of plant and equipment and of all alterations.
- When replacing plant and equipment, to use energy efficient plant and equipment and to give reasonable consideration to the reductions in energy use and improvements in energy rating (including any rating contained within an EPC or DEC) which could be achieved.
- To avoid alterations which have an adverse impact on the Environmental Performance of the Building and/or the Premises.
- When applying for the Landlord’s consent to proposed alterations, the Tenant will provide to the Landlord sufficient information in relation to the impact of those alterations on the Environmental Performance of the Building or the Premises.
- To give favourable consideration to alterations proposed that reduce the need for air conditioning and other energy consumption.
- To identify a sustainability rating for any major refurbishment programme e.g. BREEAM, LEED, Ska, EPC, DEC.



Transport

- To develop and implement a Green Travel Plan.
- To provide space for bicycle storage and shower/ changing facilities for cyclists.
- To consider opportunities for the installation of electric vehicle charging points.
- To establish, where appropriate, shuttle links to local transportation hubs.



Biodiversity

- To assess the opportunities to improve the biodiversity of the Building including the installation of appropriate habitats to encourage local wildlife and the installation of green/brown roofs and/or living walls.



Service provisions

- To require contractors e.g. Managing Agents and cleaners and on-site staff to operate in line with the principles set out in this MoU.
- To specify appropriate cleaning and maintenance procedures for specialist “green” plant, equipment, fixtures or fittings e.g. waterless urinals.
- To programme cleaning times to minimise the use of lighting, heating and air-conditioning resources.

- To provide awareness raising and training on environmental issues for cleaning staff.
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Sharing initiatives

- To arrange and attend workshops for the occupiers designed to explain the sustainability initiatives at the Building and demonstrate how reductions and savings to energy, water and waste consumption can be made.
- To provide, for employees of the Tenant and other occupiers in the Building, training, education and communication of achievements on Environmental Performance of the Premises the Building.

Service charge

- Where practicable, to separately identify the cost of Environmental Performance improvement initiatives and associated savings within the service charge account.
- Where metering arrangements and monitoring practices allow, identify the costs incurred and related Environmental Performance data of shared services and/or in common parts of the Building.