

Agreement on improving environmental performance (AAPE agreement)

September 2009

BETWEEN THE UNDERSIGNED:

[●], a [●] company with a share capital of EUR [●], whose registered office is at [●],
identified under number [●] RCS [●]

Represented by [●]

**Hereinafter referred to as the "Landlord"
For the first part,**

AND:

[●], a [●] company with a share capital of EUR [●], whose registered office is at [●],
identified under number [●] RCS [●]

Represented by [●]

**Hereinafter referred to as the "Tenant"
For the second part,**

**Hereinafter together referred to as the "Parties"
And individually as a "Party"**

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1. SUBJECT AND SCOPE OF THE AGREEMENT

- 1.1 The Tenant currently occupies the premises (hereinafter referred to as the "Premises") located in a building (hereinafter referred to as the "Building") located at [--] and belonging to the Landlord, pursuant to a lease entered into on [--] (hereinafter referred to as the "Lease").
- 1.2 The Parties agree to work together to improve the environmental performance of the Building and the Premises.
- 1.3 The Parties agree to implement the improvement measures set out below whenever and wherever appropriate.
- 1.4 The Landlord undertakes to encourage other occupants of the Building to sign an agreement in the same terms as this agreement in order to improve the overall environmental performance of the Building.
- 1.5 This agreement is not legally binding for the Parties (save where expressly stated otherwise).

It is also agreed that this agreement is not an addition to the Lease, does not supersede the Lease, and should not be taken into account when performing the clauses of the Lease, which clauses prevail over all the clauses of this agreement.

However the Parties agree to work together in good faith for the valid term of this agreement to implement the objectives set out below.

2. INFORMATION AND DATA SHARING

- 2.1 Both Parties agree to share with the other all relevant data and information they have or may have in relation to the Building and the Premises (in as much detail as is available) in respect of:
 - Electricity consumption;
 - Gas consumption;
 - Consumption from any other energy sources;
 - Water consumption;
 - Waste generation, management and recycling;
 - Maintenance of production or distribution equipment for any of the forms of energy used or for water or waste treatment.
- 2.2 Such data and relevant information will be provided at least [--] times per year.

- 2.3 Such data and information will be provided using a method and form to be determined at a later date, and if appropriate adjusted so as to produce data that is as efficient and useful as possible.

VARIATION:

The Parties will choose an appropriate methodology (e.g. IPD Environment Code, Upstream Benchmark, etc.) so as to process the data and information.

3. CO-OPERATION ON IMPROVING ENVIRONMENTAL PERFORMANCE

The Parties will actively work together to improve the environmental performance of the Building and the Premises in the areas expressly agreed in Schedule 1.

4. MANAGING AGENTS

The Parties will ask their respective agents in charge of managing the Building and the Premises as well as the technical equipment (hereinafter the "Equipment"), if any, to comply with and improve on the principles and objectives set out in this agreement.

5. STEERING AND ENVIRONMENTAL FOLLOW-UP COMMITTEE FOR THE BUILDING (HEREINAFTER THE "COMMITTEE")

5.1 The Parties will set up a Committee which will meet at least [once/twice/x times] per year.

5.2 The Committee will comprise representatives of the Landlord, the Tenant, any managing agent for the Building, and any cleaning and/or maintenance company employed by the Landlord or Tenant and any other persons involved from time to time in the operation or management of the Building and the Premises as the Parties deem appropriate.

5.3 The Committee will be responsible for:

(a) reviewing:

- The data and information shared by the Parties under paragraph 2 above;
- The environmental performance of the building generally;
- Any changes to the Building, the Premises or their operation which may affect the environmental performance of the Building or the Premises in the future;
- Any proposed changes in regulations or practices which could be relevant to the environmental performance of the Building or the Premises.

(b) developing an environmental management plan for the [Building] [Premises] (hereinafter the "Environmental Management Plan") [or adapting the existing Environmental Management Plan for the Building] so as to achieve annual targets for:

- The reduction of energy consumption, greenhouse gas emissions, water consumption and waste generated in the Building and the Premises;
- The increase, where possible, in the use of Equipment based on non-polluting and renewable energy technologies, recycling of waste, recycled waster and captured rainwater for the Building and the Premises;
- Other measures which it is practical to adopt in order to improve the environmental performance of the Building and the Premises.

(c) producing an annual statement which:

- Contains a summary of the energy, water use and waste generated by the Building and the Premises;
- Sets out the targets to be reached pursuant to the development or adjustment of the Environmental Management Plan;
- Describes the progress towards achieving the targets agreed for previous years and identified any other progress made (e.g. reductions in fossil fuel consumption).

5.4 The Parties will provide each other with the names and contact information of the the person(s) within their organisations and in any managing agent, cleaning, or maintenance organisations who should be contacted on issues relating to the environmental performance of the Building or the Premises.

6. NEW OWNERS AND OCCUPANTS

- 6.1 This agreement is personal to the Parties and will automatically be terminated if the Landlord is no longer the owner of the Building or if the Tenant no longer has a right to occupy the Premises.
- 6.2 If the Landlord transfers ownership of the Building, it will encourage the new owner to enter into a similar agreement with the Tenant and with other occupants of the Building.
- 6.3 If the Tenant transfers the Lease, it will encourage any transferee to enter into a similar agreement with the Landlord.

7. TERM – RENEWAL OF THE AGREEMENT – ENTERING INTO A NEW AGREEMENT

This agreement has been entered into for a period of [twelve] months as from the date hereof.

At the end of such period, the Parties will review the progress which has been made in improving the environmental performance of the Building and the Premises and, if appropriate, will renew this agreement for a further period to be determined or will enter into a different agreement.

8. CONFIDENTIALITY

- 8.1 Each Party agrees that the information disclosed to the other under paragraph 2 can only be used for the purpose of performing this agreement and implementing a plan to reduce greenhouse gases, excluding any other purpose. Each Party agrees to keep such information confidential and to refrain from disclosing it to third parties (save its service providers, consultants, or co-contracting parties that may need such information in order to perform the agreement), unless disclosure is required by law or where it is made further to the written consent of the other Party.
- 8.2 The provisions of this paragraph 8 will apply for six years as from the date this agreement is entered into, notwithstanding the termination of this agreement prior to the end of such six-year period.

SCHEDULE 1

1. ENERGY

- 1.1 Installation of separate metering facilities for the individual utilities for the Premises and the common parts and for other occupants and special uses.

Check

- 1.2 Where appropriate or possible, installation of smart or automatic metering technology in the Building and/or Premises.

Check

- 1.3 Where appropriate and possible at acceptable rates, the purchase of energy from renewable sources.

Check

- 1.4 Installation in or on the Building or Premises of Equipment based on renewable technologies, provided such installations do not, in the Landlord's opinion, adversely affect the value, soundness, safety or appearance of the Building.

Check

2. WASTE

- 2.1 Development by the Landlord, in consultation with the Tenant and other occupants of the Building, of a waste management strategy for the Building including, where practicable, the sharing of recycling and other waste management facilities by the occupants of the building, and a programme for joint waste management with neighbouring buildings.

Check

- 2.2 Set-up of recycling arrangements for printer cartridges, fluorescent bulbs, batteries and similar items.

Check

- 2.3 Adoption of sustainable procurement codes (e.g.: purchase of environmentally friendly office consumables and re-use of redundant and non-perishable materials).

Check

- 2.4 On refurbishment and fit-out, insofar as is possible, use of contractors who favour a policy for waste management, recycling of supplies, and re-use of redundant non-perishable materials.

Check

- 2.5 Compliance with the [-] standard [WEEE Regulation 2006] providing that all electrical equipment in the Building or the Premises must be installed by the owner of the equipment.

Check

3. WATER

- 3.1 Installation, in the Building and the Premises, of a high-efficiency plumbing system that includes water consumption control techniques.

Check

- 3.2 Set-up of a regular programme of leak inspections in the Building and the Premises.

Check

- 3.3 Wherever possible, the use of treated and recycled water, capture drain water and grey water where potable water is not a necessity.

Check

- 3.4 Set-up of a water saving control system.

Check

- 3.5 Installation of separate metering for service to the Premises and shared areas and for the other occupants and special uses.

Check

- 3.6 Wherever possible and appropriate, installation of automatic or smart meters in the Building and/or Premises.

Check

4. ENERGY AUDIT

Appointment [by the Landlord] of a suitably qualified person to undertake an audit or assessment of the environmental performance of the Building and the Premises and to advise upon a strategy for implementing the aims and targets set out in this agreement.

Check

5. ALTERATIONS AND REPLACEMENT

- 5.1** Use of sustainable energy sources, products and materials, taking into account the environmental impact of recycling and of Equipment replacement.

Check

- 5.2** When replacing Equipment, the use of energy efficient Equipment and consideration of reductions in energy consumption and improvements in energy ratings (including any ratings contained within an EPC (Energy Performance Certificate) or DEC (Display Energy Certificate).

Check

- 5.3** Avoidance of alterations of the Premises which may have an adverse impact on the environmental performance of the Building or the Premises.

Check

- 5.4** On the Tenant's part, an undertaking to provide the Landlord with sufficient information on the environmental impact of planned work in the application file to be submitted to the Landlord pursuant to paragraph [] of the Lease.

Check

- 5.5** Where the Parties make improvements or changes to the Building or Premises, an undertaking on their part to favour changes that reduce the need for air conditioning and other energy consumption.

Check

- 5.6** Where one Party has work carried out for which an environmental performance rating is available, consultation with the other Party to set a rating target for such environmental performance.

Check

6. TRANSPORTATION

- 6.1** The provision of space for bicycle storage, shower and changing facilities for cyclists.

Check

- 6.2** Provision of spaces for small vehicles [mopeds or motorcycles].

Check

- 6.3** The establishment of shuttle links to any local means of public transportation.

Check

- 6.4** Agreement on a "Green Travel Plan"

Check

7. CLEANING

- 7.1 The Parties will attempt to require cleaning contractors to comply with any waste management strategy and strategies to reduce energy or water consumption as may be agreed between the Parties, and to maximise the use of natural solvent free or hydrocarbon free cleaning products.

Check

- 7.2 Establishment of cleaning and maintenance procedures appropriate to the sustainable Equipment, materials, fixtures or fittings.

Check

- 7.3 Arrangement of cleaning times to minimise the use of lighting, heating, and air conditioning resources.

Check

- 7.4 Making persons entrusted with cleaning of the Premises aware the principles of sustainable development and where appropriate, setting up specific training.

Check

8. SHARING INITIATIVES

- 8.1 Without breaching the confidentiality of information as required by paragraph 8, the Parties will be free to share with others their targets and achievements under this agreement.

Check

- 8.2 On the Landlord's part, setting up of information workshops for the Tenant and other occupants of the Building on their sustainability initiatives to demonstrate how reductions and savings in energy, water, and waste consumption can be made.

Check

- 8.3 The provision by the Tenant of practical and theoretical training for its personnel, in particular in order to communicate the achieved results.

Check

9. CHARGES

9.1 Where possible, identification by the Landlord of the separate costs for sustainability/environmental initiatives for each charge account.

Check

9.2 On the Landlord's part, adjustment of how service charges are presented so as to reflect the occupants' use of energy and water.

Check

10. TENANT HANDBOOK

On the Landlord's part, provision to the Tenant of a handbook or information pack which includes energy and environmental management information about the Building (including any EPC/DEC ratings, assessments and recommendations, reduction targets, energy metering and monitoring data, performance data for the reduction in water consumption and data on waste management).

Check