



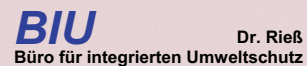
GERMAN MARKET TOOLKIT

GREEN LEASE AGREEMENTS

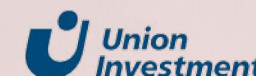
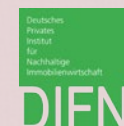
Recommended clauses and actions for
sustainable building use

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Dr. Rieß



I. GREEN LEASES ARE PROGRESSING

I.1 STATUS QUO

An increasing number of leases contain individual "green" clauses or a "green" annex which are aimed at making the fit-out, management and use of the relevant building sustainable ("Green Lease"). Currently, Green Leases usually only contain non-binding declarations of intent by both parties. Sometimes a – usually very short – catalogue of duties is provided for; however, frequently biased in favour of the landlord and very brief.

However, everyone who is active in the market is becoming increasingly aware that "green" regulations and defined achievable goals in leases can make a significant contribution to realizing the considerable potential for sustainability which has not yet been exploited. At the same time, the view that adopting sustainability furthers important business objectives is becoming increasingly widespread. These objectives include, for example:

- Assuming responsibility for society and the environment,
- Reducing costs (for example, the cost of energy consumption, waste and transport), and
- Optimizing the work environment.

In order to exploit the potential offered by Green Leases more effectively in the future and to meet the higher expectations and requirements of users, an interdisciplinary working group ("Working Group") has been set up. It consists of:

- Dr. Michael Rieß as representative of the **BIU – Büro für integrierten Umweltschutz**,
- The **Generali Deutschland AG** and **Generali Real Estate S.p.A., Zweigniederlassung Deutschland**,
- The German certifying body of the BREEAM certification system **DIFNI** (Deutsches Privates Institut für Nachhaltige Immobilienwirtschaft),
- The international law firm **DLA Piper**, and
- The property investment manager **Union Investment Real Estate GmbH**.

Eight years after the arrival of energy performance certificates, seven years after the first property certification and directly after the introduction of the energy audit duty for companies, is a good, not to say urgent, time to address the subject of Green Leases in Germany – certainly considering the history and the global progress that has been made. A brief reminder:

The state-led system of voluntary energy ratings introduced in Australia in the year 2000 (NABERS) was the initiator of Green Leases. Since then, the compilation and documentation of efficiency ratings and CO₂ emissions have been normal components of leases in Australia.

In April 2009, a working group recruited from significant institutional property investors and law firms (Better Buildings Partnership) published English guidelines on the content and approach of Green Leases¹. Uncertainties surrounding how corporate climate emissions should be taxed (the climate change levy) also accelerated the exchange of energy consumption data between the parties to a lease.

Under the patronage of Michael Bloomberg, the mayor at that time, and on the basis of work conducted by the New York environmental protection organization, the Natural Resources Defense Council (NRDC), leases were entered into for the first time in 2010 with assured tenant funding involvement to refinance energy efficiency measures in the business districts of Manhattan. This was an important contribution to settling the user-investor dilemma.

Since the middle of last year, as a result of introducing a binding annex to leases (*annexe environnementale*), the French market has been experiencing a rise in significance given to the contractual handling of consumption data by tenant and landlord.

The cases mentioned are examples of the combination of public and private sector initiatives through which the terms of Green Leases have developed into an established understanding in international markets with increasing market acceptability.

As already mentioned, statutory changes and a rise in user expectations are also driving the further development of Green Leases in Germany. The Working Group supports this development by providing recommendations in the form of this brochure for parties active in the German market as to the content and approach in lease agreements.

The concept set out in this brochure amends the recommended clauses and actions for sustainable building management issued in 2013 and 2014, which was awarded the *Immobilienmanager Award* in 2015.²

¹ *Green Lease Toolkit* (available at http://www.betterbuildingspartnership.co.uk/sites/default/files/media/attachment/bbp-gltk-2013_0.pdf).

² *Green property Management Agreements* (available at: <https://www.dlapiper.com/~media/Files/Insights/Publications/2013/10/Greenpropertymanagement.pdf>).

Green Facility Management Agreements (available at: https://www.dlapiper.com/~media/Files/Insights/Publications/2014/10/Green_facility_management_contracts.pdf).

1.2 OBJECTIVES

The objective of the Working Group was to develop contractual provisions for a Green Lease which lay important foundations for sustainable building use whilst at the same time giving the parties to a lease considerable leeway in its implementation. In order to create the maximum degree of acceptability but at the same time to be effective, special emphasis has been placed on the following points:

- Concentrating on few, specific, objectives;
- Simple regulations which are easy to implement (perhaps in part with suggestions as to how to go further);
- A demonstrable benefit for the environment and society whilst simultaneously saving costs;
- Comprehensive assistance by way of further annexes to lease agreements dealing with sustainable building fit-out and use;
- The ability to certify the contractual relationship or optimize the chances of certification for buildings, operators and/or users;
- Plans for extension to other countries to establish an international standard.

The result is a catalogue of recommendations for contractual clauses which is provided in Chapter 2 of this brochure. In addition, examples of contractual annexes are provided in Chapter 3.

In this brochure the terms "sustainable" and "green" are used synonymously and are to be understood in line with the sustainability guidelines of the *Zentraler Immobilienausschuss e.V.* (3rd edition 2013) as meaning the greatest possible consideration of economic, environmental and social factors. Social factors in particular play an important role in terms of increased satisfaction and a rise in the working productivity of the user.

Comprehensive sustainable management and use of buildings are only possible through the cooperation between tenant and landlord based on open and trustful cooperation during the entire contractual relationship.

In this respect the recommended clauses presented in Chapter 2 are primarily aimed at the following:

- A common understanding of sustainability;
- Securing an exchange of information;
- Promoting awareness among tenants and their employees of sustainability issues;
- Promoting communication between landlord and tenant with the involvement of the property and/or facility management company;
- Agreeing common sustainability goals; and (not least);
- Saving costs.

The achievement of these goals represents an important step in the direction of sustainable building use. Ideally these recommended clauses, if fully implemented consistently and practically call for the achievement of a high level of sustainability. However, it is up to the parties themselves as to the standard of sustainability they wish to achieve and which measures they actually implement.

The recommended clauses make up a catalogue of examples from which the parties may select individual clauses and adjust them to their own requirements. The recommended clauses are also compatible with recognized international and/or national standards (for example the Global Reporting Initiative, ISO 14001). Landlords and tenants following these standards have the advantage of simultaneously satisfying some of the requirements contained in the recommended clauses.

1.3 CERTIFICATION OF THE GREEN LEASE WITH A “BADGE OF RECOGNITION”

The content of a Green Lease is not prescribed by law in Germany. However, so as not to suffer reputational damage, the parties to a lease should avoid labeling it “green” if it does not contain any binding obligations to achieve sustainability goals beyond the minimum statutory requirements.

Since there are no statutory requirements for “green buildings”, building certificates are a recognized means for assessing the sustainability characteristics of new and existing properties because an audit by an independent certifying body creates transparency, comparability and quality assurance. The demand for comparable national and international standards for the management and use phase is on the increase; hence the characteristics of property management and use are being evaluated increasingly as part of these systems.

The recommended clauses presented in Chapter 2 are essentially in line with the requirements placed on the use of a building by the BREEAM DE certification system, part 3. After concluding a licensing agreement with DIFNI, a lease can be awarded a “Badge of Recognition” on condition that the parties agree a minimum number of unaltered recommended clauses. The award confirms that the lease complies with the requirements of BREEAM, and consequently leads to a reputational benefit for the parties.

The recommended clauses have been deliberately formulated in an open manner – even though they have been developed in accordance with the BREEAM system. They can, therefore, also be used in connection with other award and certification systems, or even if no award or certification is intended. They are applicable to all types of commercial use and are by no means restricted only to prime properties. In other words, they provide the foundation of sustainable building use irrespective of the state of the building.

1.4 ADVANTAGES AND BENEFITS OF GREEN LEASES

Turnover, profit or yield: these are corporate parameters which reflect competitiveness and success in the market – and which investors expect to be improved. Innovation and efficiency enhancement are necessary for the long-term success of every company. In brief, a company that stands still, stands to lose out. This is why the following question must be asked: does sustainable management by one company alone satisfy the requirements of both investors and the market?

Nowadays, companies are constantly working on improving their processes. Economic benefits are to be derived from integrating sustainability into these processes. At the same time, environmental and social responsibility is called for. Economic, environmental and social issues must be considered together and viewed as a whole. This is best illustrated by the following example: lower energy consumption saves costs, reduces the output of exhaust gases and promotes a social benefit through clean air. Accordingly, sustainability management – which is usually a matter for corporate management – supports a far-sighted and strategic approach. Corporate processes are analyzed and improvements implemented until the expense involved in maximizing benefits becomes too high. Further improvements are also possible from the effects of synergy with other companies – frequently without incurring further cost. In the same way as well-oiled cogs, they contribute their part to advancing the process.

The Green Lease is a sustainability process in the same way. It is a fact that both tenant and landlord benefit from it. Through the regular exchange of information and constructive cooperation, the standard of sustainability can be continuously improved. In other words, the parties do not enter into what is known as a Service Level Agreement with stipulated quality levels but rather they create the framework conditions for a steady rise in the level of sustainability in a lease during the entire contractual relationship. Green Leases start where corporate organization usually ends and lead to improved management decisions due to new views being taken.

For example, relevant information is exchanged, correctly analyzed and the relevant results made available. How much energy, water and waste is required when, where and why? A standard auxiliary expenses account does not really answer questions of this nature and is therefore of little or no help in providing information on efficiency-enhancing strategies. During regular discussions the sustainability officers of the contracting parties who have been instructed appropriately can assess the information obtained and discuss corresponding measures on this basis. Company management is then provided with suitable measures for increased sustainability as far as the use of the Leased Property is concerned – both for the company itself and for the other party. If the feedback is positive, the decision on implementing further measures can be documented in a new sustainability guideline. Adjustments to the user manual, training and other efficiency-enhancing measures result from this process which are to be implemented by the landlord or tenant. The regular comparison of new and old information shows the success or failure of the decision.

Continuous efficiency enhancement with respect to business indicators, information forming the basis of a reputation-enhancing sustainability report and greater user satisfaction, which can be demonstrated, for example, by the property and/or facility management company through surveys, add value for the Green Lease. A *Badge of Recognition* documents the quality of the lease and a BREEAM DE certification is further proof of success.

1.5 SYNERGIES OF THE GREEN LEASE WITH RECOGNISED CERTIFICATION, VALUATION AND REPORTING SYSTEMS

A central governing principle in a Green Lease is the need to collect and exchange data which is relevant to sustainable use and management (c.f. in particular Chapter 2, recommended clauses 3 and 6).

This data serves the parties not only as an important point of reference for the relevant level of sustainability for the leased property, but also satisfies the requirements of recognized certification, assessment and reporting systems. This is why the landlord, for example, has the opportunity to have the leased property certified to BREEAM, DGNB or LEED standards with the assistance of this data or to have it assessed in accordance with the systems of the Green Rating Alliance or GRESB. Both landlord and tenant can also use the data obtained for sustainability reporting which satisfies the requirements of the Global Reporting Initiative.

Opportunities of sustainability data flow



The Green Lease will, therefore, usually set a data flow in motion which via certification, assessment and reporting systems, which ends in the determination of sustainability ratios to permit benchmarking. Only with the assistance of these benchmarks are the parties to the lease able to make a comprehensive assessment of the sustainability of the leased property.

2. RECOMMENDED CLAUSES

The contractual clauses presented here are not to be understood as a complete specimen agreement which is to be implemented word for word – unless the parties intend to obtain a *Badge of Recognition* (cf. Chapter 2.13 of this brochure). Rather, they are individual examples which may be included as required in the relevant lease – either in contractual wording or attached as an appendix. In addition, adjustments may be made to ensure that the clauses meet the requirements of the parties and the particular characteristics of the individual property.

The Working Group makes the recommended clauses below available in the public domain deliberately free of charge; in particular, use is not restricted by copyright.

The text in square brackets refers either to further suggested clauses, different options or is a space filler which the parties may replace to include further duties to achieve sustainability objectives.

In the following, it is assumed that the parties agreed on further definitions of the terms “Landlord”, “Tenant”, “Parties” and “Leased Property” in the respective Green Lease.

2.1 PRELIMINARY REMARK AND OBJECTIVES

It is advisable to start with an introductory overview clause which is a declaration of intent by the contracting parties. This clause is therefore very important in that – in the absence of statutory requirements – it defines the common understanding of the term “sustainable use” by the parties and establishes the benchmark according to which the provisions of the Green Lease are to be interpreted:

RECOMMENDED CLAUSE 1:

“The Parties intend to conduct themselves in this contractual relationship to meet criteria of sustainability. In this context, environmental, economic and social factors shall be taken into consideration equally in developing a mode of use which meets such criteria (“Sustainable Use”). In particular, the Parties shall pursue the objectives set out in clause [reference to recommended clause 2] and shall regularly cooperate in a constructive manner to promote such objectives, and shall also consider innovative means of achieving higher standards of sustainability. In this context, the Parties shall exchange data and communicate with each other.

Now, THEREFORE, the Parties agree the following:”

The following declaration of intent is intended to provide further detail as to the parties' understanding of sustainable use of property:

RECOMMENDED CLAUSE 2a):

“In order to promote Sustainable Use by mutual agreement, the Parties intend in particular to implement the following policies:

- a) Environmentally friendly and resource-friendly handling of energy, water and waste;*
 - b) Avoidance of emissions (in particular of CO₂);*
 - c) Promotion of the health and wellbeing of the users of the Leased Property;*
 - d) Continuous systematic improvement in the sustainability of the Leased Property in the interaction between Landlord and Tenant.*
- [e) Further property and/or use-specific provisions where applicable.]”*

In addition to sustainable use by the tenant, the potential for sustainability can only be exploited to the greatest extent possible if the third parties who are given responsibility for property management, for example, are obliged to observe sustainability principles. The lease governs the legal relationships between landlord and tenant in particular with respect to the furnishings and fittings and use of the leased property. By contrast, facility management agreements with the property and/or facility management company regulate the details of commercial, technical and infrastructure property management, so that the entire property is regularly reviewed. It is all the more important for both landlord and tenant to pass on the sustainability objectives and duties contained in the Green Lease to the management companies they have commissioned:

RECOMMENDED CLAUSE 2b):

“The Parties also intend to consider environmental, economic and social factors and the objectives set out in sub-clauses a) to [d) or e)] above in the management of the Leased Property (“Sustainable Management”). The Parties shall also urge any third parties engaged to manage the Leased Property – in particular, the providers of property and/or facility management services – to engage in Sustainable Management.”

2.2 EXCHANGE OF DATA

As a key provision of the Green Lease, the following clause ensures that the parties to the lease exchange data which is relevant to the sustainable use and sustainable management they have agreed to implement. Comparable regulations have increasingly been incorporated in Green Leases in recent years. Whilst there used to be considerable scepticism about exchanging information on sustainable property operation, an exchange of such data is now accepted. In particular, it is now largely agreed that the data is used for the intended purpose to determine and optimize sustainability standards. Over the course of time the concern that personal data will be used without anonymization or that business secrets will be endangered has diminished.

Provisions governing the exchange of information are now no longer restricted to Green Leases but are well on the way to becoming an established standard in leases of commercial premises:

RECOMMENDED CLAUSE 3:

“The Parties shall provide to each other information, papers and documents (“Data”) which are associated with and promote the Sustainable Use and/or Sustainable Management of the Leased Property (“Sustainability Information”) including:

- a) Data relating to energy and water consumption;*
- b) Data relating to the volume of waste produced;*
- c) Data collected by the providers of work and services in connection with Sustainable Use and/or Sustainable Management;*
- d) Data necessary to determine the carbon footprint of the Leased Property (for example all information provided by the relevant energy supplier);*
- e) Data relating to the use of the Leased Property (in particular as to the number of persons, opening hours, core use times each day and week, closing times – broken down for each section of the Leased Property – and any special uses covered by the purpose of the lease).*

- [f) Data required to conduct an energy audit in accordance with Section 8 German Act on Energy Services and other Energy Efficiency Measures;*
- g) Data required to determine the value and/or sustainability characteristics of the Leased Property;*
- h) Data required for a sustainability certification of the Leased Property, operations at and/or the use of the Leased Property.]*
- [i) Where applicable, the above-mentioned enumeration can be amended by further data relating to the achievement of Sustainable Use and/or Sustainable Management.]*

*For this purpose, both Parties shall regularly provide each other with all Sustainability Information collected with existing measurement equipment or which may otherwise be determined in suitable form (if possible electronically) and within an appropriate period after a request by the other Party. In order to reduce the time expended by the Tenant in this process, the Tenant authorizes the Landlord to request Sustainability Information from third parties (for example utility companies, the facility or property management company) in accordance with the template in **Annex [♦]** attached to this lease. In addition, each Party is entitled to collect the Sustainability Information itself. Each Party shall provide the other with the best possible support in this context.*

In the application of this clause [reference to this recommended clause 3], each Party shall make every effort to safeguard the interests of the other Party and is obliged to ensure the satisfaction of the applicable statutory requirements with respect to data protection, data security and fair competition. Each Party is entitled to anonymize any personal data before transmission to the other Party insofar as this personal data is not absolutely necessary for the implementation of this lease.

If in the future the exchange of further Sustainability Information is required by one Party, the Parties shall agree on such.”

2.3 CONTACT PARTNERS FOR SUSTAINABILITY TOPICS

Continuous communication between the contracting parties in relation to sustainability issues during the contractual term is to be guaranteed with the assistance of the Green Lease. This requires that both parties know the identity of the relevant person to contact:

RECOMMENDED CLAUSE 4:

“Both Parties shall name a responsible person to deal with issues of Sustainable Use and/or Sustainable Management.

Responsible person for the Landlord:

[Name]

[Position]

[Address]

[Email address]

[Fax number]

Responsible person for the Tenant:

[Name]

[Position]

[Address]

[Email address]

[Fax number]

(The responsible person of the Landlord and the responsible person for the Tenant shall be referred to below individually as “Sustainability Officer” or jointly as “Sustainability Officers”.)

Both Sustainability Officers are responsible for questions concerning Sustainable Use and/or Sustainable Management. In addition, the Parties shall oblige the Sustainability Officers to make every effort to achieve Sustainable Use and Sustainable Management as far as possible and to promote the achievement of the objectives named in clause [reference to recommended clause 2].

So long as it can guarantee that a Sustainability Officer is always available, each Party is entitled to replace the relevant Sustainability Officer with another Sustainability Officer. The replacing Party shall inform the other about such a replacement immediately, specifying the name, function and contact data for the new Sustainability Officer.”

Any employee of the landlord or of the tenant (as applicable) may assume the function of Sustainability Officer. Whilst the creation of an independent position (such as the position of Head of Sustainability) is desirable, it is not absolutely necessary and will frequently not be possible, particularly for smaller tenants. If the tenant is certified according to ISO 14001, it may be advisable for the environmental officer to be appointed in this respect to be the sustainability officer for the purpose of the lease. The landlord may appoint a person provided by the asset, property or facility management company as its sustainability officer.

2.4 SUSTAINABILITY DIALOGUE

Regular meetings between landlord and tenant and, ideally, also with the property and facility management company may be provided for in the Green Lease. These meetings can make a substantial contribution to exploiting the full potential of a property to achieve sustainable use and sustainable management:

RECOMMENDED CLAUSE 5:

“To promote Sustainable Use and Sustainable Management, the Landlord shall organize a meeting to take place regularly (“Sustainability Dialogue”) in which the following shall be decided on:

- a) The recording and analysis of suggestions by the Tenant [tenants] concerning the Sustainable Use and/or Sustainable Management of the Leased Property and the discussion of suitable measures;*
- b) The preparation of manuals and/or guidelines on Sustainable Use and/or Sustainable Management;*
- c) If manuals and/or guidelines on Sustainable Use and/or on Sustainable Management exist, how their content and discussions as to any revision are to be communicated;*
- d) The implementation of further means of optimizing Sustainable Use and/or Sustainable Management.*
- [e) The coordination of the means for the Parties jointly to market the sustainability standards that have been achieved at the Leased Property including aspects of Sustainable Use and/or Sustainable Management to third parties.]*

The representatives of the Landlord, any property and/or facility management company and third parties involved in the management of the Leased Property shall participate in the Sustainability Dialogue. On the part of the Tenant [the Sustainability Officer/at least one employee] shall participate in the Sustainability Dialogue.

The Sustainability Dialogue should take place [every quarter/every half year/as required but at least [◆] with a view to promoting Sustainable Use and Sustainable Management. The Sustainability Dialogue may also take place within the framework of [other discussions/a meeting of the advertising association of the Leased Property] as an independent discussion point.

The [Landlord/Tenant] shall record the content of the Sustainability Dialogue in minutes which shall be sent to the Parties for acknowledgement. The [Landlord/Tenant] may use the services of the property and/or facility management company for this purpose. The Parties shall endeavour to implement the recommendations contained in the minutes within the framework set by this lease within an appropriate period.

Neither of the Parties may claim to be entitled to an amendment of the Lease as a result of the Sustainability Dialogue. Insofar as the Parties make collateral agreements or agree on other amendments to the Lease during the Sustainability Dialogue which do not accord with the lease, these shall not be binding until the Parties have agreed a written addendum. The Parties shall also seek a balanced distribution of any additional costs in consideration of the benefit of measures to be implemented and the principle of economic efficiency.”

Conducting a sustainability dialogue may present landlords who look after a large number of properties with several tenants with great challenges. Even if regular personal meetings promote trust and are therefore desirable, the recommended clause above leaves the manner in which the sustainability dialogue is to be conducted to the parties. It is conceivable, for example, that a discussion may take place in telephone conferences or in the case of shopping centres as part of regular marketing and promotion community meetings as an independent item on the agenda. Furthermore, the sustainability dialogue can be conducted as a discussion with all of the tenants of a property or with only one individual tenant.

2.5 WORKING AIDS IN THE ACHIEVEMENT OF SUSTAINABILITY OBJECTIVES AND THE IMPLEMENTATION OF MEASURES

In order to exploit the potential offered by sustainable use on the tenant side, instructions are provided in this chapter on specific sustainability objectives and measures. Since the implementation of sustainability objectives and measures is usually in the interests of the tenant and in order to dismantle barriers to use, in the following recommended clause such implementation is not obligatory towards the landlord. However, the tenant should inform the landlord regularly about objectives and measures it has set itself. This promotes dialogue and creates synergies – for example by using the opportunities presented by certification.

The documents to which the recommended clauses in this chapter refer may be attached as an annex to the lease. They are to be viewed as working aids – particularly for landlords and tenants approaching the subject of sustainability for the first time. The working aids serve as ideas and support for the tenant so that it may set itself objectives and adopt measures for sustainable use within the scope of its business operations.

In view of the property and/or facility management company's wider knowledge of the leased property, cooperation with the service providers may give the tenant added value. Further strategies for the leased property can be developed on this basis. They are reflected in the following recommended clause:

RECOMMENDED CLAUSE 6:

*“The Parties agree that the setting of [sustainability objectives and/or measures] by the Tenant makes a substantial contribution to Sustainable Use and so the Tenant shall set individual [objectives and/or measures] which it will endeavor to implement. In order to practically assist the Tenant in this respect, the Landlord recommends [the schedule attached to this Lease as **Annex** [♦] (“**Practical Assistance for Sustainability Objectives**”) and/or the schedule attached to this Lease as **Annex** [♦] (“**Practical Assistance for Sustainability Measures**”).*

Insofar as the Tenant operates its business not only in the Leased Property but at several locations, it is up to it to draw up [sustainability objectives and/or measures] for all of its locations or for the Leased Property only. The Tenant is free to select the [sustainability objectives and/or measures] that it is to set and to amend the content subsequently as it deems fair and just (Section 315 German Civil Code). The Tenant shall send the Landlord a copy (in written or electronic form) of the [sustainability objectives and/or measures] set for the Leased Property immediately after they are drafted and shall inform it immediately about any amendments.

If the Tenant so requires, the Landlord shall maintain confidentiality about the content of the set [sustainability objectives and/or measures]. [This shall not prevent disclosure to a certifying body for a certification system.]

Insofar as the set sustainability objectives and/or measures are inconsistent with the provisions in this lease, the provisions of this lease shall take precedence.”

The practical assistance developed by the working group in drafting schedules with sustainability objectives and measures are provided in full in Chapters 3.1 and 3.2 of this brochure.

2.6 USER MANUAL

To promote sustainable building use, the landlord, usually represented by the property and/or facility management company, can have property-specific recommendations drawn up in the form of operating instructions. These recommendations serve as a source of information for optimal sustainable use of the leased property by the tenant:

RECOMMENDED CLAUSE 7:

*“To promote Sustainable Use and Sustainable Management, the [Landlord/Tenant] [has prepared/has had prepared by [♦]] the recommendations specifically for the Leased Property (“**User Manual**”) attached here as **Annex** [♦].*

The [Landlord/Tenant] shall [examine the User Manual/have the User Manual examined] at regular intervals and [revise it/have it revised] as required. The [Landlord/Tenant] shall inform the [Landlord/Tenant] immediately about any changes to the User Manual and provide it in suitable form.

The Tenant shall make its employees acquainted with the User Manual and any amendments to it and shall urge them to observe the requirements contained in it. In particular, the Tenant shall make a copy available on each floor and in every conference room of the Leased Property.

Insofar as the content of the User Manual is inconsistent with the provisions of this lease, the provisions of this lease shall take precedence.”

Since the user manual addresses the special features of the leased property and takes into consideration the potential existing in an individual case, it makes a valuable contribution to the promotion of sustainable use. An example for the structure of a user manual is provided in Chapter 3.3 of this brochure. We also refer to the explanations regarding user manuals in chapter 5 of the brochure entitled “Green Facility Management Agreements – Recommended clauses and actions for sustainable building management”³.

³ Green Facility Management Agreements – Recommended clauses and actions for sustainable Property management (available at https://www.dlapiper.com/~/media/Files/Insights/Publications/2014/10/Green_facility_management_contracts.pdf).

2.7 ENVIRONMENTALLY FRIENDLY CLEANING

Since cleaning is a management measure which is to be carried out frequently, it is given special importance from the point of view of sustainability. By the following recommended clause the parties agree individual requirements for the use of environmentally-friendly cleaning agents. In the event of third parties – such as facility management service providers – being entrusted with cleaning work, the schedule set out in Chapter 3.4 can be used in invitation to tender documents and contractual specifications:

RECOMMENDED CLAUSE 8:

*“Insofar as the cleaning of the Leased Property is the responsibility of [the Landlord and/ or the Tenant] in accordance with this lease, [it/they shall] comply with the environmental requirements attached to this Lease as **Annex** [♦] and shall oblige any providers of facility management services to comply with the same.”*

2.8 BEST PRACTICE SHARING

The Green Lease is characterized by the fact that the contracting parties deal with sustainability topics not only on entering into the agreement, but during the entire term. For this purpose, the following recommended clause provides for the tenant’s employees to be trained regularly so that the knowledge of sustainability obtained is always passed on to all users of the leased property:

RECOMMENDED CLAUSE 9a):

*“The Tenant shall provide further training to those employees who use the Leased Property (in particular management and – if present – freelance employees, workers and temporary workers, referred to in the following as **“Employees”**):*

- a) *At least [♦] [Employee/Employees] shall participate in training lasting at least [♦] per calendar year in which the subjects of Sustainable Use and Sustainable Management [for example, the content of the User Manual, the Tenant’s own sustainability objectives and/or measures] shall be explained.*

- b) *Training shall be conducted by the [Tenant’s Sustainability Officer/a qualified Employee of the Tenant/Landlord’s Sustainability Officer and/or a qualified representative of the Landlord] where possible in cooperation with [the company entrusted with the property and/or facility management of the Leased Property and/or a qualified third party such as the certifying body].*
- c) *In addition to the Employees named in [sub-clause a) above], the Tenant shall also urge its remaining Employees to participate regularly in training in accordance with this clause [reference to this recommended clause 9a)].”*

If training can be carried out – in accordance with recommended clause 9a) sub-clause a) – without the involvement of the landlord or its property and/or facility management company, the following duty to provide evidence must be incorporated:

RECOMMENDED CLAUSE 9b):

“At the end of each calendar year, the Tenant shall provide the Landlord with suitable documentary evidence as to which of its employees participated in which training measures. In accordance with the provisions of data protection law, this documentary evidence must contain in particular the date, information on the type and content of training and consist of copies signed by the organizer and the relevant participants.”

2.9 ENERGY MONITORING AND MANAGEMENT

Consumption-based operating costs are increasing continuously in commercial properties particularly due to the steady rise in energy prices. The fact is that of all operating costs, the costs of air conditioning and electricity regularly rise fastest⁴. Regular monitoring of energy and the preparation of an energy strategy can lead to considerable cost savings which usually also benefit the tenant:

RECOMMENDED CLAUSE 10:

*“The [Landlord/Tenant] shall comprehensively assess the energy consumption at the Leased Property (**“Energy Monitoring”**). The [Landlord/Tenant] shall support it in this context and shall in particular immediately supply any Data required in accordance with clause [reference to recommended clause 3] in suitable form.*

⁴ JLL, OSCAR 2014 (available at <http://www.presseportal.de/pm/62984/2832348>; last downloaded 14.09.2015).

On the basis of Energy Monitoring, the [Landlord/Tenant] shall develop a strategy for environmentally friendly and resource-friendly management of energy consumption which contains recommendations for Sustainable Use and Sustainable Management, which it shall immediately communicate to the [Landlord/Tenant] ("**Energy Optimization Strategy**"). The Parties shall endeavour to implement the recommendations of the Energy Optimization Strategy within the framework set by this Lease within an appropriate period of time.

The [Landlord/Tenant] shall examine the Energy Optimization Strategy and its implementation every 12 months and adjust it where necessary. Paragraph 1 Sentence 2 of this clause [reference to this recommended clause 10] must be applied accordingly in adjusting the Energy Optimization Strategy Concept.

If the Energy Optimization Strategy provides for significant changes or supplements to this lease, the Parties are obliged to agree the relevant Energy Optimization Strategy in a written addendum to this lease. Any purchaser of the Leased Property shall not be bound by this. Up to the conclusion of any such addendum, the Energy Optimization Strategy shall only be binding to the extent that it contains no main changes or supplements to the Lease.

[The costs of the [Energy Monitoring and/or the Energy Optimization Strategy] shall be borne by the [Landlord/Tenant]]."

2.10 REGULAR DETERMINATION OF CO₂ EMISSIONS

Focus is increasingly placed on determining and improving the carbon footprint of properties and of their management and use. The following clause is recommended to involve the tenant:

RECOMMENDED CLAUSE 11:

"The Parties are agreed that it is desirable to reduce the carbon footprint in terms of achieving optimal Sustainable Use and Sustainable Management. The Landlord shall determine the carbon footprint of the Leased Property and of the common areas every two years insofar as the CO₂ emissions are attributable to the energy consumption [water consumption and/or waste disposal] ("**CO₂ Calculation**"). The Tenant shall provide best possible support to the Landlord in carrying out the CO₂ Calculation and shall in particular provide any data required in full and in suitable form.

The Landlord shall notify the Tenant within [◆] about the result of the CO₂ Calculation and shall communicate any suggested improvements made by the company engaged to carry out the CO₂ Calculation.

[The Landlord shall endeavour to ensure that the company engaged to carry out the CO₂ Calculation offers the Tenant an annual CO₂ Calculation in terms of its user behaviour in the Leased Property subject to meeting the cost at an appropriate level. The Tenant shall carry out the annual CO₂ Calculation with respect to its user behaviour as long as this does not involve inappropriate expense and/or costs for the Tenant.]"

2.11 ALTERATIONS TO THE LEASED PROPERTY

Whilst the above recommended clauses contain requirements placed on the use and/or management of the leased property, the following suggestions contain requirements placed on alterations to the actual leased property:

RECOMMENDED CLAUSE 12:

(Measures taken by the tenant)

"Insofar as the Tenant is entitled or obliged in accordance with the terms and conditions of this lease to make structural alterations to the Leased Property and/or to provide the Leased Property with furnishings and fittings and/or permanent installations – including plants – (together referred to as "**Tenant's Measures**"), in order to promote Sustainable Use and Sustainable Management the following shall apply notwithstanding any other provisions contained in this lease in the event that Tenant's Measures are implemented:

- a) The Tenant shall inform the Landlord from the outset about the Tenant's Measures and shall in particular notify the Landlord of the extent to which the Tenant's Measures promote Sustainable Use and Sustainable Management and the achievement of the objectives set out in clause [reference to recommended clause 2].
- b) At the request of the Landlord, the Tenant shall discuss the Tenant's Measures including how they are to be carried out together with the Landlord and shall take into consideration its ideas to promote Sustainable Use and Sustainable Management at its own discretion (Section 315 German Civil Code).

- c) The Tenant shall endeavour to implement the measures and use of materials in an environmentally compatible and resource-friendly manner.
- [d) The Tenant shall base its invitations to tender construction work on the environmental construction requirements attached hereto as **Annex** [◆] and shall ensure compliance with the same.]

The Tenant shall provide the Landlord with suitable proof of the satisfaction of requirements in sub-clauses b) to d) of this clause [reference to this recommended clause 12].”

RECOMMENDED CLAUSE 13: (Measures taken by the landlord)

“Insofar as the Landlord is entitled or obliged in accordance with the terms and conditions of this lease to make structural alterations to the areas of the Leased Property which are exclusively used by the Tenant and/or to provide the areas of the Leased Property which are exclusively used by the Tenant with installations and/or furnishings and fittings – including plants – (together referred to as “**Landlord’s Measures**”), in order to promote Sustainable Use and Sustainable Management the following provisions shall apply notwithstanding any other provisions contained in this lease in the event that Landlord’s Measures are implemented:

- a) The Landlord shall inform the Tenant from the outset about the Landlord’s Measures and shall in particular notify the Tenant of the extent to which the Landlord’s Measures promote Sustainable Use and Sustainable Management and the achievement of the objectives set out in clause [reference to recommended clause 2].
- b) At the request of the Tenant, the Landlord shall discuss the Landlord’s Measures including how they are to be carried out together with the Tenant and shall take into consideration its ideas to promote Sustainable Use and Sustainable Management at its own discretion (Section 315 German Civil Code).
- c) The Landlord shall endeavour to implement the measures and use of materials in an environmentally compatible and resource-friendly manner.
- [d) The Landlord shall base its invitations to tender construction work on the environmental construction requirements attached hereto as **Annex** [◆] and shall ensure compliance with the same.]”

The Tenant must allow any such Landlord’s Measures and may not make any claim to a reduction in rent and/or termination in this respect. None of the Tenant’s other rights shall be affected. This duty to allow measures shall not apply insofar as the implementation of the Landlord’s Measures would represent a hardship for the Tenant which is not justifiable even if the proper interests of the Landlord and of the other tenants of the building and the objective of the contracting Parties to achieve Sustainable Use and/or Sustainable Management where possible are taken into account.

Landlord’s Measures in accordance with this clause [reference to this recommended clause 13] must be implemented by the Landlord in such a way that the business operations of the Tenant are affected as little as possible except to the extent that this would result in considerably higher costs for implementing the relevant measure.”

The two recommended clauses set out above deal with the types of measures that the parties are obliged to implement in accordance with the other provisions of the Green Lease. By contrast, the following recommended clause contains further powers to implement measures to promote sustainability:

RECOMMENDED CLAUSE 14:

“The [Landlord/Tenant] is entitled to implement measures at the Leased Property, i.e. in the areas used exclusively by the Tenant and the common areas which [are designed to save final or primary energy use and/or water and/or to ensure the more efficient use of energy and/or which are otherwise designed to promote Sustainable Use and/or Sustainable Management].

Measures in accordance with this clause [reference to this recommended clause 14] must be implemented such that the business operations of the Tenant are affected as little as possible except to the extent that this would result in considerably higher costs for implementing the relevant measure.

Insofar as the Landlord implements measures in accordance with this clause, the Tenant may not make any claim to a reduction in rent and/or termination in this respect. None of the Tenant’s other rights shall be affected. This duty to allow measures shall not apply insofar as the implementation of the Landlord’s Measures would represent a hardship for the Tenant which is not justifiable even if the proper interests of the Landlord and of the other tenants of the Building and the objective of the contracting Parties to achieve Sustainable Use and/or Sustainable Management where possible are taken into account.”

2.12 CERTIFICATION OF THE LEASED PROPERTY

In addition to the above provisions on the fit-out, use and management of the leased property, it is also advisable to agree provisions dealing with an existing or aspired-to certification of the leased property.

A basic question must be asked when concluding a Green Lease: does the leased property have a new building or existing building certificate or is such a certification aspired to?

A new building certificate currently usually assesses only the quality of the building at the time the certification was granted. Accordingly, this can only ever be a snapshot. Subsequent changes do not lead to a revocation of the certificate. This also applies if the conditions of certification are no longer met. This cannot be challenged in law because a new building certificate merely confirms that the conditions of certification were satisfied at the time the certificate was granted.

As a result of the growing number of statutory requirements and technical advances, numerous conditions in new building certificates are usually obsolete within a few years. The parties should therefore refrain from stipulating in a contract that the conditions which led to the grant of a new building certificate should continue to be satisfied as a principal characteristic of the leased property. Rather, a provision is required by which the parties undertake not to allow any adverse deviation from the standard on which the certification is based:

RECOMMENDED CLAUSE 15:

(Certificate for new construction exists)

“The Leased Property has been assessed in accordance with the [◆] certification system (version [◆]) and was awarded the [◆] (“Certificate”) with the [◆] degree of excellence on the basis of this assessment on [◆] by [◆] (“Certifying Body”). A copy of this Certificate including a list of the certification criteria which were satisfied is attached to this Lease as [◆].

Both Parties shall endeavour to avoid endangering the standard on which the Certificate is based and shall consult with each other before making any structural or operational changes.”

The following clause is recommended if no certification exists at the time the lease is entered into and future certification is aspired to:

RECOMMENDED CLAUSE 16:

(Where certification of the building, management and/or use is aspired to for an existing building)

“The [Landlord/Tenant] aspires to a certification of the Leased Property and/or Sustainable Management and/or Sustainable Use for the first time in accordance with the [◆] certification system (version [◆]) by [◆] (“Certifying Body”) until [◆] (“Certification”). For this purpose, the Parties shall mutually agree to take the measures described in Annex [◆] to this Lease in accordance with the division of responsibilities and costs laid down in that Annex. In addition, neither Party shall do anything which would endanger the aspired to certification.

Measures in accordance with this clause must be implemented such that the business operations of the Tenant are affected as little as possible except to the extent that this would result in considerably higher costs for implementing the relevant measure. Insofar as the Landlord implements measures in accordance with this clause, the Tenant may not make any claim to a reduction in rent and/or termination in this respect. None of the Tenant’s other rights shall be affected. This duty to allow measures shall not apply insofar as the implementation of the measures would represent a hardship for the Tenant which is not justifiable even if the proper interests of the Landlord and of the other tenants of the building and the objective of the contracting Parties to achieve Sustainable Use and/or Sustainable Management as far as possible and/or achieve the Certification are taken into account and/or that the Certification can be achieved by other measures without incurring additional costs.

In the event of Certification, the Parties shall document the Certification criteria that have been satisfied in a written addendum to this Lease. The Parties shall also agree that the continuation of the Certification (and, in particular, a re-certification) constitutes a principal characteristic of the Leased Property. This shall [not] be the case if higher requirements are placed on Certification by the Certifying Body. The Parties undertake to take all action necessary for the continuation of the Certification and which may cause costs to be incurred, and to refrain from taking any action which would endanger the Certification. In particular, the Landlord shall carry out structural and operational changes in accordance with the Certification requirements and the consent of the

Landlord shall be required for installations and alterations by the Tenant. The Landlord may only refuse consent if there is a good reason to do so. A good reason shall, in particular, be deemed to exist if the installations and conversions would endanger the continuation of the Certification.

In the event that the Certifying Body does not continue the certification system, the Parties shall agree on suitable replacement provisions for this clause."

Unlike new building certificates, certificates for existing buildings usually provide for re-certifications in which the maintenance of the leased property, operations at and/or the use of the property are audited using the certification criteria. Changes may lead to a higher or lower level of certification or even to a revocation of certification. If no re-certification is conducted within the set period, the certification will in any event be revoked in accordance with all the most commonly adopted systems. The tenant usually has an interest here in the continuation of a certification for an existing building once it has been granted because this confirms continued adherence to quality standards. By contrast, the landlord will usually be interested in the tenant cooperating in the creation and maintenance of the conditions for certification.

The following recommended clauses allow for these differing interests:

RECOMMENDED CLAUSE 17:

(Where a certificate for the building, management and/or use has already been awarded for an existing building)

"The Leased Property and/or the Sustainable Management and/or Sustainable Use of the Leased Property has been assessed in accordance with the [◆] certification system (version [◆]) and was awarded the [◆] degree of excellence ("**Certification**") with the [◆] on the basis of this assessment on [◆] by [◆] ("**Certifying Body**"). A copy of this Certificate including a list of the Certification criteria which were satisfied is attached to this Lease as **Annex [◆]**.

The Parties agree that the continuation of the Certification (and, in particular re-certification) constitutes a principal characteristic of the Leased Property. This shall [not] be the case if more stringent requirements are placed on Certification by the Certifying Body. The Parties undertake to take all action necessary for the continuation of the Certification including those which may

cause costs to be incurred, and to refrain from taking any action which would endanger the Certification. In particular, the Landlord shall carry out any structural and operational changes in accordance with the Certification requirements and the consent of the Landlord shall be required for installations and alterations by the Tenant. The Landlord may only refuse consent if there is a good reason to do so. A good reason shall in particular be deemed to exist if the installations and alterations would endanger the continuation of the Certification.

In the event that the Certifying Body does not continue to operate the Certification system, the Parties shall agree on suitable replacement provisions for this clause."

2.13 RECOGNITION OF THE GREEN LEASE

Recommended clauses 18 to 18d) set out below are only relevant if the parties actually aspire to a *Badge of Recognition* or a similar award.

For a lease to receive a *Badge of Recognition* in accordance with the BREEAM system, recommended clauses 1, 2 and 6 as well as at least seven of recommended clauses 3 to 5 and 7 to 17 must be agreed between the parties to the lease in unaltered form and in a binding manner. Recommended clauses 2a) and 2b) as well as 9a) and 9b) should be treated as a single recommended clause. The decision as to which seven of recommended clauses 3 to 5 and 7 to 17 are to be agreed and included is a matter for the parties to the lease.

Recommended clause 18 is an example of a contractual clause to incorporate the *Badge of Recognition* into the lease relationship. The recommended clauses set out above can of course be adopted without an award from a certifying body:

RECOMMENDED CLAUSE 18:

"Clauses [reference to the recommended clauses of this brochure agreed in the lease] of this lease comply with the requirements of the [◆] ("**Certifying Body**").

The [Landlord/Tenant] has entered into a licensing agreement with the Certifying Body in which it declares with respect to the Leased Property amongst other things that the provisions in clauses [reference to the clauses of the lease which are identical to recommended clauses 1, 2 and 6 and at least a further seven of recommended clauses 3 to 5 and 7 to 17 of this brochure] of this lease contain the regulatory content required by the Certifying Body for the

Leased Property to be certified. For this purpose the [Landlord/Tenant] has received a licence to use the award ("**Badge of Recognition**") [where applicable naming a class of recognition]. It entitles the [Landlord/Tenant] to use the mark "[♦]" ("**Mark**") and the seal ("**Seal**") shown in **Annex** [♦] insofar as it is recognizable in connection with the Leased Property literally and from the context and the clauses [reference to the recommended clauses of this brochure agreed in the lease] have been properly agreed in a binding manner. In addition the [Landlord/Tenant] must attach an explanatory note provided by the Certifying Body about the significance of this award ("**Note**") when mentioning the Badge of Recognition on its internet pages, and in its brochures and other publications."

RECOMMENDED CLAUSE 18a):

"The Badge of Recognition shall also include the right of the [Landlord/Tenant] to grant to contracting Parties to leases who agree in properly binding terms equivalent to [reference to recommended clauses 1, 2 and 6 and at least a further seven of the recommended clauses 3 to 5 and 7 to 17 of this brochure] the right to use the Mark and the Seal in connection with the Leased Property.

The [Landlord/Tenant] shall permit the [Landlord/Tenant] to use the Mark and Seal such that the use of the Mark and Seal is made in connection with the name of the Leased Property and this is recognisable literally and also from the circumstances. Furthermore, the [Landlord/Tenant] must similarly attach a note when mentioning the Badge of Recognition on its internet pages, in its brochures or other publications. The corresponding declaration and the Note of the Certifying Body are attached hereto as **Annex** [♦] for reasons of clarity."

Awards such as the *Badge of Recognition* are awarded by the certifying body for a restricted period of time only. After the expiry of this period, the certifying body regularly checks whether the requirements for the grant of the award are still satisfied. In terms of the lease, this means that proof of that the agreed requirements are still being met must be provided by the parties. If there are any serious infringements, the extension of the award can be refused:

RECOMMENDED CLAUSE 18b):

"As part of their respective obligations under this Lease, the Parties must take every necessary step to ensure that clauses [reference to recommended clauses 1, 2 and 6 and at least a further seven of the recommended clauses 3 to 5 and 7 to 17 of this brochure] can be complied with in full in order to ensure that all requirements for the award of the Badge of Recognition are satisfied during the term of this Lease. In particular, the Parties shall support the Certifying Body or a third party named by it in their audits ("**Audits**"). In particular, the Parties shall provide suitable evidence within an appropriate period set by the Certifying Body for compliance with clauses [reference to the recommended clauses 1, 2 and 6 and at least a further seven of the recommended clauses 3 to 5 and 7 to 17 of this brochure] and shall provide it access to the Leased Property on prior arrangement."

The regime of building certificates and also therefore of other forms of recognition which follow building certification systems are subject to constant change, in particular as a result of technical progress and tighter statutory regulation. It is therefore to be expected that stricter requirements will need to be satisfied in future for recognition of Green Leases to be maintained. The agreement should therefore lay down whether the contractual relationship is to be adjusted in line with any stricter requirements brought in by the certifying body. The following alternatives are conceivable:

RECOMMENDED CLAUSE 18c):

(Static alternative – adjustment of the contractual relationship in line with future stricter requirements not desired)

“However, the Parties are not obliged to implement measures to comply with any (in particular any stricter) requirements which may be necessary in the future for the award of the Badge of Recognition by the Certifying Body. The Parties are aware that this may lead to the loss of the Badge of Recognition in certain circumstances.”

(Dynamic alternative – adjustment of the contractual relationship in line with future stricter requirements desired)

“The Parties are obliged to implement all requisite measures to satisfy any (in particular any stricter) requirements which may be necessary in the future for the maintenance of the Badge of Recognition in [possibly naming the recognition class] by the Certifying Body. This obligation shall apply unless it is not financially acceptable to the relevant Party. Furthermore, this duty shall apply only for a period of [♦] years after the conclusion of this lease. After the expiry of this period, the Parties shall re-negotiate this clause.

If future requirements for the maintenance of the Badge of Recognition require the incorporation of new clauses into this lease and, in accordance with the above paragraph of this clause [reference to this recommended clause 18c)], the Parties are obliged to incorporate these new provisions into this lease, the Parties shall agree the new provisions in a written addendum to this lease in a binding manner.”

RECOMMENDED CLAUSE 18d):

“The [Landlord/Tenant] shall release the [Landlord/Tenant] from the duty to maintain confidentiality towards the Certifying Body insofar as the [Landlord/Tenant] is authorized to disclose to the Certifying Body that this lease has been entered into, the name and address of the [Landlord/Tenant] and of the Leased Property, clauses [reference to the recommended clauses of this brochure agreed in the lease] of this lease, and the information, papers and documents necessary for audits.

Insofar as no corresponding duty of the Certifying Body exists in accordance with the underlying contractual relationship, the [Landlord/Tenant] shall oblige the Certifying Body in writing in advance to keep this data confidential!”

For a Badge of Recognition, at least the recommended clauses 1, 2 and 6 as well as at least seven of the recommended clauses 3 to 5 and 7 to 17 above must be agreed in a binding manner without changing the content. The parties to the lease are at liberty, however, to agree additional green clauses insofar as this basic set of provisions is only supplemented but not changed in terms of content.

The alternatives provided in square brackets in recommended clauses 3 to 5 and 7 to 17 above may be selected by the parties as they choose without affecting the award of the Badge of Recognition.

3. RECOMMENDED ACTIONS

This chapter contains further recommendations for a sustainable use that can be included in the Green Lease as contractual annexes. In this sense, the above regulation recommendations 6, 7, 8, 12 and 13 intend for inclusion of the working aids presented below as examples.

3.1 SUSTAINABILITY OBJECTIVES

The tenant pursues the following (checked) sustainability objectives to support sustainable use of the leased property. The achievement of the objectives shall be reviewed by the tenant directly. The objectives include the areas of:

- Energy
- Waste
- Water
- Environmental protection and safety
- Procurement
- Transport
- Health and well-being

and may contribute to certification.

3.1.1 ENERGY

Use of the leased property consumes important and cost-relevant resources (eg electrical energy) and releases CO₂-emissions. The following targets are set to reduce them:

- Reduction of the power consumption by%
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Reduction of the heat consumption per capita (employee) by%
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Reduction of the CO₂ emissions from energy consumption by%
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Other objectives:
.....
.....
- Compliance with the objectives shall be documented
- Measures for further energy savings are put in writing

3.1.2 WASTE

Nearly all processes involved in building use cause waste. This is partially avoidable, possibly recyclable, but at least reducible. Data collection in this area is demanding since different waste types must be differentiated and recorded separately. Examples for sensible targets are:

- Avoiding the following waste types:
 - Batteries from (date)
 - Solvents from (date)
 - Hazardous waste from (date)
 - from (date)
 - from (date)
- Separating waste types:
 - Waste type from (date)
 - Waste type from (date)
 - Waste type from (date)
 - Waste type from (date)
 - Further waste types from (date)
- Increase in the percentage of recyclable waste by volume to %
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Reduction of the following waste types by
 - by % from (date) in comparison to the values recorded for the reference year
 - by % from (date) in comparison to the values recorded for the prior year

- Other objectives:
.....
.....
.....
- Compliance with the objectives shall be documented
- Measures for further waste avoidance are put in writing

3.1.3 WATER

The following objectives for water consumption are pursued:

- Reduction in overall water consumption per capita by %
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Reduction in overall water consumption by %
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Increase of the percentage of overall water consumption made up by re-use of rainwater
- Other objectives:
.....
.....
- Compliance with the objectives shall be documented
- Measures for further minimisation of water consumption are put in writing

3.1.4 ENVIRONMENTAL PROTECTION AND SAFETY

The following objectives are pursued in the area of environmental protection and safety:

- Raising awareness among the users of the building for environmentally compatible use (eg use of environmentally compatible cleaning agents and coolants, batteries, glues and paints)
- Reviewing compliance with all statutory regulations in the areas of environmental protection and safety
- Other objectives:
.....
.....
- Compliance with the objectives shall be documented
- Environmental risks are reviewed
- Further measures for environmentally compatible use are put in writing

3.1.5 PROCUREMENT

To promote the procurement of sustainable, environmentally compatible materials, products and services to manage and maintain the building and to reduce the use of harmful VOC-emitting materials, the following objectives are pursued:

- Implementation of directives for environmentally compatible purchasing
- Initiatives for raising awareness among purchasers and suppliers of environmental issues
- Other objectives:
.....
.....
- Compliance with the objectives shall be documented
- Measures for further promotion of sustainable procurement are put in writing

3.1.6 TRANSPORT

The following target specifications to contribute to reduction of energy consumption and CO₂ emissions are pursued:

- Increase of the "Jobtickets"⁴ by %
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Increase in the rate of car sharing by % by a specified time
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Reduction of the business travel kilometres per capita by % by a specific time
 - From year onwards in comparison to the values recorded for the reference year
 - From year onwards in comparison to the values recorded for the prior year
- Increase in the use of phone and video conferences
- Traffic generated by the employees is to be documented
- Other objectives:
.....
.....
- Compliance with the objectives shall be documented
- Measures for further reduction of CO₂ emissions are put in writing

3.1.7 HEALTH AND WELL-BEING

The health and well-being of the users shall be improved by adopting the following objectives:

⁴ Monthly or annual season tickets, purchased en block from a regional transport association by public or private organisations for use by their staff.

- ❑ Performance of user satisfaction surveys
- ❑ Reduction in the number of user complaints by%
 - ❑ From year onwards in comparison to the values recorded for the reference year
 - ❑ From year onwards in comparison to the values recorded for the prior year
- ❑ Review of compliance with the statutory specifications in the area of work safety and health management
- ❑ Other objectives:
.....
.....
.....
- ❑ Compliance with the targets shall be documented
- ❑ Measures for further improve of health and well-being are put in writing

3.2 SUSTAINABILITY MEASURES

For sustainable alignment of the building use and to achieve sustainability objectives, the tenant has decided to implement the measures chosen by it in this document. If the tenant needs support for implementation of these measures, it shall contact the landlord.

The measures refer to the following seven areas:

- Energy and CO₂
- Waste
- Water
- Environmental protection and safety
- Procurement
- Transport
- Health and well-being

Compliance with sustainability objectives in these areas may contribute to certification.

3.2.1 ENERGY AND CO₂

The following measures are to be implemented to save energy and reduce CO₂-emissions:

- ❑ Use of timers for the de-activation of devices instead of using the standby function
- ❑ Reducing the number of electrical IT devices (eg group circuits for printers)
- ❑ Switching off lighting and devices outside working hours (eg presence and daylight activated controls for the lighting)
- ❑ Use of devices with low energy consumption (eg laptops, thin client service-based systems, LED-screens, energy-efficient printers and copying machines)

- Instructions for manual control of heating and cooling
- Use of energy-efficient servers and/or cloud-based servers
- Use of eco-power and/or eco-gas
- Regular generation of consumption-oriented energy performance certificates to review the measures
- Introduction of an energy management system (eg compliant with ISO 50001)
- Other measures:
.....
.....
.....

3.2.2 WASTE

The following measures are to be implemented:

- Use of recycling containers (eg marked with colours) to support the separation of different types of waste at the site of generation (eg paper, magazines, printer/toner cartridges, batteries, plastics, foods, cans and bottles)
- Central waste collection points with waste containers (both well marked)
- Reduction in paper consumption (eg by double-sided printing, avoiding email print-outs, electronic archiving)
- Reuse of paper printed on only one side (eg for notes, printing drafts)
- Use of 80g or lighter paper
- Use of recycled paper
- Reuse of office material (eg folders, envelopes, staples)
- Passing on discarded IT devices (eg to local schools and charitable organizations)
- Reuse of furniture within the organisation or passing it on to local schools, charitable facilities and community organizations

- Agreements with suppliers and/or service providers to minimise and reuse packaging material
- Carrying out office surveys and user surveys to identify options for reducing and recycling and on the general handling of waste
- Creation of incentives for waste reduction by employees
- Cooperation with an expert contracting partner to maximize reuse and recycling and to minimize waste deposits
- Introduction of an environmental management system (eg compliant with EMAS ISO 14001)
- Other measures:
.....
.....
.....

3.2.3 WATER

The following measures are to be implemented:

- Use of water-saving devices and fittings (eg dishwasher, toilets, sink, showers)
- Reduction in water pressure
- Use of grey and/or rainwater (eg for cleaning the building or watering outdoor facilities)
- Set-up of a cleaning concept
- Other measures:
.....
.....
.....

3.2.4 ENVIRONMENTAL PROTECTION AND SAFETY

The following measures are to be implemented:

- Provision of information (eg in the intranet, in employee magazines or other brochures)
- Review of proper use, regular inspection and maintenance of the chemical, oil and waste storage containers
- Training and introduction of procedures for safe delivery and handling of hazardous substances
- Use of environmentally compatible and bio-degradable cleaning agents
- Campaign days in the building to raise awareness among the users for subjects of environmental protection and safety issues
- Regular review and update of the emergency plans
- Regular performance of emergency exercises
- Regular performance of an environmental training for users
- Other measures:
.....
.....
.....

3.2.5 PROCUREMENT

The following measures are to be implemented:

- Obtaining commitments from suppliers and service providers to comply with the appendix on ecological construction materials⁵
- Obtaining commitments from suppliers to comply with environmental standards
- Preferable use of devices and consumables with the following properties:
 - long service life
 - low maintenance requirements (eg easy maintenance and cleaning and/or self-cleaning)

⁵ Cf. table of ecological construction materials in chapter 3.4 of this brochure.

- Retrofitability (eg by use of modules for technical systems)
- Recyclability/re-usability (eg of office items)
- Regular reviews of all consumables regarding reduced adverse environmental and health effects (eg ammoniac-free non-carcinogenic toners)
- Careful organisation to avoid unnecessary use of resources (eg unnecessary air conditioning and unnecessary food orders)
- Other measures:
.....
.....

3.2.6 TRANSPORT

The following measures are to be implemented:

- Introduction of car-sharing options for employees
- Creation of incentives for using bikes (eg by setting up changing rooms, showers, roofed-over and theft-protected parking areas)
- Creation of incentives for the use of public transport (eg provision of "Jobtickets"⁶)
- Provision of current public transport timetables
- Introduction of video, phone or internet conference options
- Promotion of home office workplaces
- Setting up shuttle buses for employees and visitors for transport from and to important traffic nodes
- Determination and review of CO₂ and other emissions from traffic generated by employees
- Promotion of the use of public transport when travelling on business within the region
- Provision of an employee transport fleet

⁶ Monthly or annual season tickets, purchased en block from a regional transport association by public or private organisations for use by their staff.

- Compliance with limits for CO₂ emissions
- Cars within the fleet – up to 100 g CO₂/km
- Rental cars – a maximum of 120 g CO₂/km
- Implementation of CO₂ compensation measures
- Promotion of CO₂ neutral business travel (eg CO₂-neutral train journeys)
- Other measures:
-
-
-

- Setting up break areas or employee lounges within the building
- Creating break areas outdoors
- Development of a health plan for employees (eg employee discounts for private health facilities and gyms)
- Other measures:
-
-
-

3.2.7 HEALTH AND WELL-BEING

The following measures are to be implemented:

- Generation of a complaint management system
- Clear marking of danger points (eg of technology and plant rooms)
- Provision of comfortable and controllable lighting at workplaces with artificial light and daylight exposure
- Provision of ergonomic office furniture (eg height-adjustable desks)
- Review of indoor air quality and implementation of protective measures
- Avoidance of use of devices such as printers and photocopiers without adequate ventilation or only in separate rooms
- Setup and promotion of use of sports facilities
- Promotion of community activities (eg team activities for employees and building users as well as social events)
- Offering of meals (eg canteen/restaurant, offering of hot and cold drinks, vending machines)

3.3 USER MANUAL

The user manual brings together and explains the core functions of sustainable building management for all parties directly involved in running the building (eg the tenant, property and facility managers, and other third parties with relevant responsibilities). The user manual is aimed at creating a shared understanding among these parties and serves as a source of information as to the basic building functions for its users. It also shows how the user can improve sustainability in the management of the building by its actions.

The user manual is usually drawn up in cooperation between the property and facility managers and is based on the expertise of the facility managers. Continuous updates should be carried out.

Examples for the contents of a user manual are listed below:

ORIENTATION

- **Contact**
Contact information for each party involved (eg owner, building manager, building services, concierge, emergency contact)
- **Site**
A description of the site and neighbouring district, information about the availability of facilities to meet daily needs (eg pharmacies, banks, shopping facilities and doctors)
- **Build size**
Information on floor areas, number of floors and floor heights (particularly in relation to any underground parking facility)
- **Transport connections**
Site plan/town maps with the position of public transport stops and stations (eg for buses, underground lines, trams) and car parks, etc
- **Access to the building**
A description of the location of the main entrance and the underground parking facility, information on access controls for the building, a description of the scheme for deliveries

- **Parking**
Information as to the number of parking places for tenants; information regarding women's and visitor's parking spaces; notes on safety measures; explanations of the function of different types of parking facilities (eg pushing parkers, tipping parkers, car parking pallet systems and automatic barriers in car parks)
- **Bicycle parking spaces**
Information about the location and number of spaces (eg plans and photographs)
- **Smoking**
Information on the location and number of smoking locations outside the building (eg plans and photographs)
- **Access arrangements**
Information on opening hours, access controls and guest registration, possibly also covering deliveries

BUILDING MANAGEMENT ARRANGEMENTS

- **Main entrance**
Information as to location, facilities and opening times of the reception desk and reception areas etc
- **Other accesses**
Information as to location, facilities and opening times
- **Lifts**
A description of the location of the lift cores, lift car equipment, accessibility of each floor via the lifts and a technical description of the operating panels
- **Stairs**
A description of the location of the stairs, accessibility of each floor via stairs and a description of escape routes via the stairs
- **Accessibility**
A description of the technical and functional facilities available for physically impaired persons (eg accessible lifts, emergency call buttons, automatic doors, parking spaces for persons with disabilities, toilets for persons with disabilities)

- **Uses**

A description of the position and equipment available for various building uses (eg offices, hotel, restaurant, retail and medical practices) with a list of room numbers

- **Communal areas**

A description of the location and equipment of lounges, common rooms, kitchenettes, toilets etc

- **Storage areas**

A description of the location and equipment of storage rooms

USE AND EMERGENCY

- **Construction**

A description of options for opening up externally (eg of windows and double façades)

- **Room air quality and ventilation systems**

A description of the regulation of the ventilation systems and their capacity, including the associated operating elements (text and images)

- **Heating and cooling**

A description of the regulation of room temperature, including the associated operating elements (text and images)

- **Lighting**

A description of the function of, eg presence indicators, daylight controls, operating elements

- **Sun and glare protection**

A description of the regulation of these systems, including the associated operating elements (text and images)

- **Fire protection**

A description of the technical facilities (eg the fire alarm system, sprinkler system), the location of fire extinguishers, hydrant locations, display signs showing escape and rescue routes and instructions as to what to do in the event of fire, during evacuations or other emergencies

- **Locking system**

A description of the function of the locking system and list of contacts

SERVICES

- **Waste disposal**

A description of the type and method of waste sorting (eg household waste, paper, glass), the corresponding disposal points (including waste rooms/containers) and emptying times

- **Cleaning service**

A description of the cleaning intervals for the relevant usage areas (eg the offices, reception areas, stairwells and waste rooms) and a list of contacts in the event of contamination

- **Winter snow and ice clearing services**

Information as to the type and manner of winter snow and ice clearing services, execution intervals for outdoor areas and a list of contacts

- **Facility management/caretaker service/concierge**

Contact information and details of office hours for contacts

- **General conference rooms, canteen**

Notes on use and availability

- **IT Support**

- **Contact information and office hours for contacts**

- **Faults, damage reports**

Information on contacts, format of and manager for damage reports (eg for faults in the building, technical defects, complaints about external service providers)

- **Suggestions and notes**

- **Recommendations for sustainable operations**

(eg advice on saving energy)

3.4 ECOLOGICAL CONSTRUCTION AND CLEANING MATERIALS

This chapter provides a schedule of ecological specifications for building and cleaning measures as appendices to a Green Lease agreement that function by way of example. These examples may be used by the parties to the lease agreement to agree on specifications for development materials for internal works and cleaning. If one party – depending on how the lease agreement is drawn up – is obliged to implement measures, it must comply with the specifications in the relevant contractual appendix. The benefit for the relevant contracting parties is that the two schedules offer the basis for contractual agreements with third parties along with detailed descriptions.

As building certificates become established for new buildings, the offerings of environmentally compatible building and fit-out materials and cleaning agents have increased considerably in recent years. Many manufacturers now offer high-quality products in building and environmental technology that may even exceed the statutory standards.

Possible additional costs incurred in using such materials can be avoided when the relevant material requirements have been specified in the invitations to tender for building and facility management services at an early stage. Subsequently, use of these materials must be agreed on in building and service contracts. The extensive experience of the Working Group confirms that unit prices do not increase when the enhanced specifications suggested here are already included in invitations to tender.

Subsequently, two schedules for the most common types of internal works and cleaning agents for commercial property are to be provided. They can be used in invitations to tender and specifications without any changes.

The specifications for building measures form a standard that is above the statutory minimum requirements and current best practice (eg material standard DIN+). The requirements of current buildings have been considered deliberately here. To achieve the widest possible implementation, the schedule is not aligned with the maximum quality requirements of the common certification systems for new buildings. Special requirements, eg for underground parking coatings, disinfectants, or stacker-resilient surface materials, are also excluded.

If these schedules are used, additional costs in the purchase of materials and charges for facility management services can be avoided. In addition the parties responsible for construction supervision or execution can review compliance with the schedule without requiring special expertise in the area of green building and cleaning services.

The following schedules have been developed with the intention

- of making a significant contribution to ensuring that internal works and fitting out are implemented in an environmentally and health and safety compatible way – independently of the relevant building condition – specifically a reduction in chemical contamination of room air (eg with solvents);
- to support the tenant and landlord in explicitly agreeing standard-based and thus controllable quality requirements with third parties (eg building companies or facility managers) and to document and review compliance; and
- in this way to increase users' well-being and satisfaction levels in a targeted manner.

The parties to the lease agreement may include the schedules in tender documents for the services of planners, contractors and facility managers and subsequently agree to include them as binding specifications. In detail,

1. the relevant contents based on the current regulations governing the use of chemicals would be designated,
2. the relevant common industry reference standards (eg European standards or generally recognised criteria such as TRGS, GISCODE, or test seal) are indicated,
3. the document to be submitted as proof of compliance with the contract is described,
4. the method for checking compliance is explained, and
5. control measures are specified that must be taken by construction supervisors or facility managers (eg based on visual inspections and/or a review of manufacturer's recommendations).

ECOLOGICAL BUILDING MATERIALS

Building materials for interior development	Relevant content(s)	Reference standard	DIN-Plus-requirement
Concrete contact, absorbent substrates, decorative paints, grout (incl. Q- grout), primers (eg adhesive & deep primer), dust-binding floor paint, concrete protection,	VOC	VOC- & SVOC definition purs. to Comm. Decision (EU) 2015/886	VOC- and SVOC-free (purs. to (EU) 2015/886)
Paints and glazes for non-mineral surfaces such as metals, wood, plastics & corrosion protective paints	VOC	VOC-definition according to RL 2004/42/EC	Water-dilutable products according to RL 2004/42/EC
Sealing agents, adhesives, mounting glue on acrylate, PU, SMP and MS-polymer basis	VOC/solvents	VOC-free (purs. to (EU) 2015/886)	VOC-free to safety data sheet/manufacturer's declaration
Impregnations for natural stone, concrete or sandstone	VOC/solvents	Free of Aromatic VOC according to RL 2004/42/EC	Free of aromatics
Wallpaper glue	VOC/solvents	VOC- and SVOC-free (purs. to (EU) 2015/886)	Powdered or

Suitable proof	Explanation	Quality assurance by the construction supervisor
SDB, TM	VOC- and SVOC-free materials are available on the market without surcharge for the applications named.	Visual inspection of packages (construction site) and technical data sheet.
SDB, TM	Water-dilutable paints are available on the market for all shades for the applications named. Exception: Metallic paints	Visual inspection of packages (construction site) and technical data sheet (proof of "water-dilutable").
SDB, TM, manufacturer's declaration	Solvent-free sealing agents are usually offers as such (on the packaging or data sheet).	Visual inspection of packages (construction site) and technical data sheet (proof of "solvent-free" according to (EU) 2015/886.
SDB, TM, manufacturer's declaration	Impregnations without aromatics are available for nearly all natural stones. Exceptions require reasons provided by the natural stone installer.	Visual inspection of packages (construction site) and technical data sheet (proof of "AF" or "Aromatics-free").
SDB, TM	Powdered materials are mixed with water. Finished materials are recognisable as VOC- and SVOC-free.	Visual inspection of packages (construction site) and technical data sheet (proof of "Powder" or "VOC- and SVOC-free").

ECOLOGICAL BUILDING MATERIALS

Building materials for interior development	Relevant content(s)	Reference standard	DIN-Plus-requirement
PU- or epoxy floor coatings (eg traffic areas)	Solvents	Solvent-free or low-solvent	Solvent-free
Wood and parquet seal, wood oil	Solvents	Solvent-free or low-solvent	<10% solvents
Carpet/tiles	Hazardous substances, emissions	GUT-seal or equivalent	GUT-seal or equivalent
Smooth floorings	Hazardous substances, emissions	REACH, FloorScore	FloorScore label & SVHC <0.1%

Suitable proof	Explanation	Quality assurance by the construction supervisor
SDB, TM, manufacturer's declaration	PU- and epoxy-coatings contain hazardous substances; solvent-free materials are usually offers as such (on the packaging or data sheet).	Visual inspection of packages (construction site) and technical data sheet (proof of Solvent-free).
SDB, TM, manufacturer's declaration	Proof by manufacturer's declaration/ technical datasheet on the solvent content of the product or the mixture (at 2-K-systems) ready for processing.	Visual inspection of packages (construction site) and manufacturer's declaration (proof of correspondence between manufacturer's declaration and material used).
GUT-seal or equivalent	About 90% of all carpets and tiles sold in Germany bear the GUT-seal It is found on the technical leaflet. Most European Manufacturers are familiar with the criteria and can declare compliance for their floorings.	Visual inspection of packages (construction site) and technical data sheet (proof of GUT-seal) or manufacturer's declaration (proof of correspondence between manufacturer's declaration and material used).
Test cert. & manufacturer's declaration	The FloorScore label proofs the required moderate emission level of the floorings. Substances of very high concern (SVHC) must be indicated by the manufacturer.	Visual inspection of packages (construction site) and technical data sheet (proof of FloorScore and SVHC confirmation, if required by manufacturer's declaration).

ECOLOGICAL BUILDING MATERIALS

Building materials for interior development	Relevant content(s)	Reference standard	DIN-Plus-requirement
Installation materials for floorings	Emissions	EMICODE	ECI/ECI+
Mounting foam	Hazardous substances, emissions	EMICODE	ECI/ECI+
Doors, window benches, acoustic elements, separating walls	Solvents	VOC-definition according to RL 2004/42/EC	Either plastic surfaces (eg HPL) or UV-paints (factory-side)
Rubber insulation (eg cold lines)	Solvents	Solvent-free or low-solvent	At least 90 % (metres) of the insulation with self-adhesive insulating hose

Suitable proof	Explanation	Quality assurance by the construction supervisor
EMICODE	All manufacturers offer accordingly certified materials for installation of all floorings.	Inspection of the technical leaflet – EMICODE-ECI/ECI+-seal present?
EMICODE cert.	Many manufacturers now offer mounting foams with EMICODE-certificate. The EMICODE-logo is usually found on the technical datasheet.	Visual inspection of packages (construction site) and technical data sheet (proof of EMICODE-ECI or ECI-Plus).
TM, manufacturer's declaration	These materials are produced on production lanes; proof is rendered by manufacturer's declarations and/or technical data sheet.	Visual inspection of technical leaflet or manufacturer's declaration (proof of factory-side use of HPL or UV varnish).
Technical construction manager's declaration	Self-adhesive rubber insulation is recognisable on site by visual inspection.	Visual inspection of packages (construction site) and technical leaflet (proof "self-adhesive" + delivery notes of insulators [= proof 90 % of the rubber insulation is self-adhesive or seamless]).

ECOLOGICAL BUILDING MATERIALS

Building materials for interior development	Relevant content(s)	Reference standard	DIN-Plus-requirement
Cabinets, shelves, desks, wooden chairs	Solvents	VOC-definition according to RL 2004/42/EC	Either plastic surfaces (eg HPL) or UV-paints
Basic cleaning, building end cleaning, maintenance cleaning	Solvents	REACH	<2 % solvents in the application after dilution (purs. to manufacturer's information)

Key	
HPL	High-pressure laminate
HoBo/DoBo	Hollow space/false floor
TM	Technical datasheet
SDB	Materials Safety Data Sheet purs. to REACH
GUT	Association of environmentally compatible carpets
EMICODE	Emissionslabel GEV e.V.
SVHC	Substances of very high concern (eg carcinogenic, teratogenic)
VOC (EU) 2015/886	"Volatile organic compounds" (VOC) means any organic compounds having an initial boiling point less than or equal to 250 °C measured at a standard pressure of 101,3 kPa as defined in Directive 2004/42/EC and which, in a capillary column, are eluting up to and including n-Tetradecane (C14H30)

Suitable proof	Explanation	Quality assurance by the construction supervisor
TM, manufacturer's declaration	These materials are produced on production lanes or customised; proof is rendered by manufacturer's declarations and/or technical data sheet.	Visual inspection of technical leaflet or manufacturer's declaration (proof of factory-side use of HPL or UV varnish).
TM, SDB	The technical data sheet indicates the application concentration. The also-listed solvent share is divided by the dilution factor as applicable.	AN-table with solvent share, if appl. dilution and indication of % solvent in the cleaning solution = control instrument for BL/FM.

Key	
SVOC (EU) 2015/886	"Semi volatile organic compounds" (SVOCs) means any organic compound having a boiling point greater than 250 °C and less than 370 °C measured at a standard pressure of 101,3 kPa and which, in a capillary column are eluting with a retention range after n-Tetradecane (C14H30) and up to and including n-Docosane (C22H46)
Solvent definitions	Solvents are volatile organic compounds (VOC) and their mixes with a starting boiling point not exceeding 200 °C at a standard pressure of 101.3 kPa, which are used to dissolve or dilute other substances without changing them chemically
Manufacturer's declaration	Legally valid confirmation (ppa is recommended) from the product manager of the manufacturer
RL	Directive
EC	European Community
RAL	Deutsches Institut für Gütesicherung und Kennzeichnung e.V.
REACH	Regulation of the EU; registration for evaluation, approval and limitation of chemical substances

4. SUPPORTERS

The development process for Green Leases has not been completed by any means and, as a working group, we are open to new partners and look forward to an animated dialogue.

Our group of supporters has become larger and larger constantly since June 2015.⁷ At the time of publication the following companies and associations are already seeking to implement our approach and are also recommending to others who are active in the market that it should be incorporated in the letting process:

 Aberdeen

 ALBA
Facility Solutions

 alstria
First German REIT

 BILFINGER
BAUPERFORMANCE

 BNP PARIBAS

 CATELLA

 CBRE
GLOBAL
INVESTORS

 COMMERZ
REAL

 CORDING
REAL ESTATE GROUP

 CUSHMAN &
WAKEFIELD

 Deka
Immobilien

 Deutsche Asset
& Wealth Management

 gif

 GreenRating
Alliance

 MEAG

 REDEVCO

 RICS
SUPPORTED

 SIEMENS

 STONY Real Estate Capital®
Bridging the World of Real Estate and Finance

 Swisslake

 unibail-rodamco

 wisag



Klaus-Peter Hesse
German Property
Federation – ZIA
Managing Director

“ZIA is delighted to see so many of its member firms develop the green lease topic.

We see this as a confirmation of our work done thus far and a mandate to focus on green leases even more extensively. We view the rules presented here as a solid foundation upon which to establish a dialogue with our member firms.

We are looking forward to even deeper co-operation.”

 ZIA



⁷ We started to approach parties who are active in the market only in June 2015. In the coming months we will be approaching further companies in order to increase market acceptance and to promote the further development of Green Leases with a growing group of supporters on an interdisciplinary basis.

5. OUTLOOK

We hope that in this brochure we have been able to give you helpful ideas for the drafting of Green Leases.

Our suggestions are by no means to be seen as rules set in stone but as a contribution to sustainable building use. We plan to adjust or supplement the recommended clauses whenever the market calls for a changed approach.

We, the members of the Working Group, would like to encourage you, our readers, to become actively involved in dialogue on the subject of sustainable building use. We would be delighted to receive your suggestions and ideas. Please write to us at GreenLease2.0@dlapiper.com.

The following contact partners will also personally provide you with any assistance you may require:

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