

# MEMORANDUM OF UNDERSTANDING FOR CRADLE TO CRADLE INSPIRED BUSINESS SITE

Prepared by .....

Date ..... / ..... / .....



Dated ..... / ..... / .....  
dd/mm/yyyy

1	Business site owner
2	Tenant (definition)
3	[Guarantor]

## MEMORANDUM OF UNDERSTANDING (Agreement to collaborate) (TEMPLATE)

To establish the Cradle to Cradle (C2C) working relationship for the business site and generating the effective approach for promoting the three key C2C principles on the site address

Insert details of any legal representative

Name .....

Tel .....

Fax .....

Address .....

Post Code .....



# PARTICULARS

**Date** ..... / ..... / .....  
dd/mm/yyyy

**Landlord** .....  
Name and Address

**Tenant** .....  
Tenant of Address.

**Tenants Guarantor** .....  
Guarantor NAME<ADRESS and CONTACT DETAILS>

**Premises** .....  
The premises (referred to in the Lease as “the Premises”) known as Plot [x] site location grid reference [x] on SITE ADDRESS

**Estate/Business site** .....  
The Landlord’s estate known as SITE NAME and ADDRESS as defined in the Lease and shown for identification edged red on the plan attached to the Lease.

**Lease** .....  
The lease of the Premises of even date made between the Landlord (1) and the Tenant (2) [and the Tenant’s Guarantor (3)].

THIS MEMORANDUM OF UNDERSTANDING  
is made on the date set out in the Particulars

## BETWEEN

- LANDLORD
- TENANT of ADDRESS (The person/organisation who enter into an agreement with the landlord either to lease land or building or entering into licence to occupy or use part/parts of the land or buildings on that land.

# DEFINITIONS

## INTERPRETATION

In this Memorandum of Understanding (MoU), the following words and expressions have the following meanings:

<b>“Objectives”</b>	The objectives set out in clause 2.2 of this Memorandum of Understanding.
<b>“Statement of Intent/ collaboration”</b>	The matters referred to at Schedule 1 (as varied from time to time).
<b>“Landlord”</b>	The owner of the land, someone who has a long term lease interest which enables them to approve development on that land.
<b>“Tenant”</b>	The person/organisation who enter into an agreement with the landlord either to lease land or building or entering into licence to occupy or use part/parts of the land or buildings on that land.
<b>“Nutrient”</b>	Resource used or made available to each other as agreed between parties.
<b>“Cradle to Cradle”</b>	Cradle to Cradle (C2C) is an innovation platform for improving quality and good business by continuing material flows, using renewable energy and creating ecological, social and economic diversity. C2C products, processes, buildings and areas are designed to add value to their surroundings.

**Note:** The following headings are provided to describe the possible content of the clause. Each heading will have no more than one paragraph, to describe its intent.

**Note:** Users of the MoU will draft their own clauses which fit their respective sites, some clauses may not apply and should be deleted and there may be some issues which have to be added.

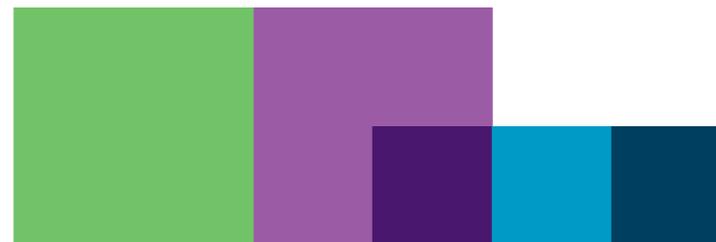
**Note:** The short explanations of each clause (in italics) is intended to provide some simple guidance on the possible area of content but which will be drafted by each Landlord. The same MoU should be used for the whole site and all tenants/occupiers.

**Section 2** – sets out the site objectives and landlords and tenants/occupiers obligations and how both parties will govern themselves.

**Section 3** – sets out how the intent will be managed and delivered.

The MoU is a mutual agreement between landlord and tenant to collaborate and work together to achieve the ambition & intentions of the C2C inspired business site. It is not legally binding under national law. Remedies for non-performance will have to be agreed at a local level.

C2C brings in the advantage of forming a ‘network’ of individual buildings on the site that creates a benefit as opposed to singular buildings. The relationship between these systemic sites and their context is the key connection that C2C establishes.



## 2 OBJECTIVES

### 2.1 A description of why C2C is important to the owner of the site

This clause should set out the goals and desired results of the landlord and tenant and describe why the business site is to adopt the C2C principles. This will be set out in the road map for the site.

### 2.2 A description of the goals the owner has set

What are the objectives the site has set in overall C2C terms? Set out as a list to compare overall objectives of the site to the C2C goals.

### 2.3 A description of the tenant's contribution to the landlords goals

The Landlord and the Tenant agree to work together collaboratively to improve the environmental and economic performance and eco-effectiveness of the Estate and the Premises, clearly setting out how the tenant will contribute to the sites goals.

### 2.4 Agreements and incentives regarding C2C

The Landlord and the Tenant agree where appropriate to implement the measures set out in this Memorandum of Understanding and other agreements.

### 2.5 Owner of the freehold and the tenant management of the site

Prepare a Statement of Intent to govern the relationship between the landlord, tenant and occupiers of the site in pursuing the goals and objectives, it will describe how to measure the contributions to the goals and when they are measured and how the tenant will as far as possible act in accordance with the Statement of Intent. This is administered by the management team, which consists of the landlords, tenants and occupiers.

### 2.6 Agreement on measures that will be implemented when appropriate Obligations of involved Parties – What all site tenants agree to do and how the Statement sets this out

Set out the specific Objectives/Obligations for the site compared to C2C intentions and goals.

### 2.7 Agreement on flexibility of the MoU – Agree that the Statement can develop and change over time

The Tenant accepts that the Statement of Intent may be varied from time to time to continue to achieve the Objectives if a majority of the tenants or occupiers of the Estate approve.

### 2.8 Landlord's obligation to provide notice of change for the Statement to the Tenant

How the landlord will affect any change to the Statement of Intent and the notice period to be given via the management team.

### 2.9 Landlord's commitment to ensure all business site's tenants sign up to the same MoU

The landlord will use all reasonable endeavours to ensure all tenants and occupiers of the site sign up to the MoU in order to meet the Objectives. (see cl 2.2)

### 2.10 The legal status of the MoU – not legally binding

This Memorandum of Understanding is not a legally binding document. However, the Landlord and the Tenant agree to work together in good faith (but without legal obligation) for a period of ten years from the date of this Memorandum of Understanding to implement the Objectives in accordance with the Statement of Intent.



## 3 NEW OWNERS AND OCCUPIERS

### 3.1 Legal status of the MoU between parties

Subject to cl 3.2 and 3.3 below; this MoU is personal to the landlord and tenant and will apply for as long as the landlord owns the site and the tenant occupies the premises.

### 3.2 Change of landlord and their effort to achieve continuity of the MoU

Notwithstanding cl 3.1 above if the landlord disposes of the site, they will use reasonable endeavours to encourage the new owners to enter in to the same form of the MoU and agree on the delivery of the Objectives.

### 3.3 Change of tenant and their effort to achieve continuity of the MoU

Notwithstanding clause 3.1 above, if the Tenant disposes of its interest in the Premises, the Tenant will use reasonable endeavours to encourage any new owners and occupiers of the Premises to enter into the same form of this Memorandum of Understanding.

## 4 EXECUTION

### 4.1 Execution date

The date on which the parties have signed this MoU as set out in the particulars above.

# SCHEDULE 1

## Statement of Intent – How Tenants will be measured

**1. The Landlord and tenant will cooperate to add value to the development and for each other by focussing on quality of materials, energy and life.**

**2. Sharing of materials flows information for tenant activity – In order to maximise the materials use,**

the Tenant shall complete, and keep up to date, an input and output nutrient register for its on-plot activities and as far as is possible make use of the potential synergies between its own activities and other tenants.

**3. Sharing output materials when appropriate and feasible**

To share and register the nutrients, particularly in relation to potential up-cycled products, renewable energy production and re-use of water.

**4. Tenant's responsibility towards C2C principles and environmental priorities**

The Tenant shall be a contributor to the local, regional and national eco-effectiveness priorities through its own business, supply chain activities and those of its products to increase/maximise the use of technical and biological nutrients at the end of its production processes'.

**5. Tenants goals / roadmap regarding C2C**

Tenants will set out their roadmap to increase/maximise the use of technical and biological nutrients at the end of its production processes, seek more consistent input nutrients and know exact detail of output nutrients and products and work to ensure continuous loops are established.

**6. Use of local materials flows**

Where practical, the Tenant shall harness, utilise and add value to products sourced from the site and the region.

**7. Tenant product placement strategy**

The Tenant shall engage with local markets and supply chain in placing input and output nutrients in order to encourage business and industrial symbiosis.

**8. Tenant inputs and commitment to local flows and diversity**

Tenants will be required to participate in site wide discussions and agreements on materials flow and implementation of diversity measures.

**9. Quality standards on investment and managing future nutrient flow**

Tenants will establish a C2C business plan which encapsulates the three principles and investment linked to how nutrients will be managed.

**10. Create building designs which enable dis-assembly, material reuse and upcycling at end of building use life**

Commitment to the future use of dismantled materials incorporated into the design of the building.

**11. Obligation to produce investment accreditation against agreed standards (C2C, BREEAM, LEED etc.)**

The Tenant will deliver built space at the Estate to standard an agreed standard as defined in the DF/ Town Planning Regulations and seek to fully utilise and improve the Estates' infrastructure & assets.

**12. C2C commitment towards future investment and obligations to change**

The Tenant shall seek to promote research and development to deliver innovation and effectiveness.

**13. Innovative procurement and business models**

When appropriate and feasible consider total cost of ownership financing and service concept options.

**14. Tenant commitment to best available technologies**

Tenants and landlords will be obliged to regularly review technologies which can improve the use of nutrients and management under the three key C2C principles.



## 15. Operational obligations to diversity, materials, nutrients and buildings

The Tenant shall be under an obligation to ensure that the Premises are run as effectively as reasonably possible in respect of energy and water consumption and waste generation.

## 16. C2C commitment towards future investment and obligations to change

Tenants and Landlords will make best endeavours to influence new investments in line with C2C principles and actively consider how obligations may need to be reviewed in terms of added value investment.

## 17. Hazardous materials diversion and targets

In relation to waste diversion targets the Tenant shall work to achieve 100% diversion rate of all non-toxic waste from landfill.

## 18. Tenant obligation with respect to output materials flow and continuous loops

The Tenant shall be under an obligation to promote and participate in plot and Estate-wide recycling and materials flows optimisation strategies (including monitoring materials flows, limiting vehicle journeys and raise awareness amongst staff employed).

## 19. Tenant obligations with respect to renewable energy

Maximise renewable energy production and use. Embrace and join site wide green energy purchasing consortia and continuous transition from current use profile to integrating 100% renewable energy (current solar and gravitational income) into buildings and environs.

## 20. Landlord and Tenant obligations with respect to the management and use of water

The Tenant shall be under an obligation to participate in rainwater harvesting within the site and as set out by agreement and legislation. The Tenant will use endeavours to provide for on-site water saving and control systems.

## 21. Sharing of knowledge, learning and feedback loops

The Tenant shall be under an obligation to use reasonable endeavours to record and share success, problems and failure of initiatives with other tenants and occupiers on the Estate with a view to progressing the Objectives.

## 22. Knowledge and control of quality and consistency of materials input and output flows

Tenant obligations on managing defined material flows, through better supply chain management.

## 23. Recognition that C2C principles adoption in respect of whole site may result in increased service charges

The Tenant shall be under an obligation to specifically acknowledge that the service charge payable under the Lease will reflect the C2C inspired ambitions & goals. The landlord will endeavour to provide the services in accordance with the Objectives which provide the tenants the core infrastructure and support to enable the tenant to meet the C2C obligations in a structured manner. The financial modelling will show the long term benefit in adopting the C2C principles. Low hanging fruit concept. Quick wins first then long term application.

## 24. Implementation of diversity in respect to travel to and within the business site

The Tenant shall be under an obligation to devise travel plans incorporating on-site bicycle storage, hybrid vehicles, electric vehicles, pedestrian/vehicle movement strategy and encouraging diversity.

## 25. Contribution to enhanced Stakeholder well-being and enjoyment

Spatial and aesthetic features that are less quantifiable can also enhance enjoyment and support diversity by demonstrating how well a building serves diverse stakeholders. By designing family friendly environments, ready access to outdoors, kindergartens, play areas and public safety. E.g. Using KPI(Key performance Indicator) into GRI(Global Reporting Initiative).



SIGNED on behalf of LANDLORD

Name : .....

Position: .....

SIGNED on behalf of TENANT

Name : .....

Position: .....

# Author

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# Funding



C2C BIZZ has received European Regional Development Funding through INTERREG IV B.

