**1.3 Action**

Without limiting the general commitments in clause 1.1 and clause 1.2, the Landlord and the Tenant will:

* + - * 1. [not/use reasonable endeavours not to] do anything that decreases or adversely affects the energy efficiency and environmental performance of the building or the premises;
        2. cooperate in all audits conducted or initiated by the other party or independent auditors and allow reasonable access to the premises and building to enable the gathering of information relating to the energy efficiency and environmental performance of the building or the premises, such information to be maintained as confidential unless the other party consents to its disclosure or disclosure is required by any statute, ordinance, regulation or by-law;
        3. if the building has a Building Performance/Sustainability Committee in place, nominate a representative to participate in the Committee;
        4. if the building or premises has a Building Performance/Sustainability Plan in place, [comply with/use reasonable endeavours to comply with] the Plan;
        5. use reasonable endeavours to incorporate energy and water use performance criteria into fit-out design and equipment selection wherever practicable; and
        6. [require/use reasonable endeavours to ensure] that cleaners engaged to service the building or premises, as the case may be:

use materials that release the lowest levels of volatile or toxic chemicals; and

comply with any recycling programmes in place.