

# Agreement for CDM project development

Whereas, as voluntary, equal and friendly consultation in a real and full expression of the will of both sides, based on the potential CDM project of party A, the parties (A and B) reached the following agreement.

## Section 1

Commissioned Content

The party A commissioned the Party B as the only consultant services agency of the **Zhoujiayuan Hydropower Station of Zhuxi County in Hubei**. The party B will be responsible for the consult services of the project from the CDM project identification to the project registered by CDM EB.

## Section 2

Rights and obligations of Party A

2.1 The Party A has the right to request the Party B to supply the terms of 3.1-3.4 in this Agreement for the consulting services, make reasonable improvement and to know the progress of the project development.

2.2 The Party A must ensure that the progress of the project engineering is in progress, and the supplied data, technical parameter etc must be true. If the project cannot be registered for the reason that the progress of the project engineering is delayed, the supplied information can not consistent with the practical situation or can not supply the necessary materials for CDM project development, the Party B does not bear any legal responsibility.

2.3 The Party A shall assign specialized staff to work with the Party B, which should provide the project-related documents, materials, data and working with the field research according to the requirements of Party B.

2.4 The Party A should pay the relevant cost related to the CDM development according to the requirements of provision 4.1 of this agreement.

2.5 If Party B cannot precede the project development as schedule and confirmed by both parties or fail to obtain the LoA, Party A is entitled to terminate this agreement and the entrusted to another party except Party B without any liability for compensation.

## Section 3

Rights and obligations of Party B

3.1 The Party B will be responsible for all the works in the progress of the project development, which include the project idea, compile of PIN and PDD, registration in China DNA, validation, and registration in EB.

3.2 Party B is responsible for the project development which mainly including: project identification, compilation of PIN and PDD, selection of buyers, the domestic examination and approval of projects (declare as Multi-bilateral Project), validation of the DOE and the registration to CDM EB.

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## **Section 7**

### Other Contents

7.1 If this agreement has controversy, the two sides should resolve through consultation.

7.2 The two sides should bear its own cost produced in the course of cooperation. If a public cost produced, the two sides share a reasonable part after consultation.

7.3 If the failure of the project registration due to force majeure, the two sides will resolve through consultation.

7.4 This agreement has four copies, and the Party A and B each has two copies. Each of the copies has the same legal effect.

7.5 This Agreement shall become effective upon signature of both sides.

Party A (Seal): Zhuxi Zhoujiayuan Hydropower Development Co., Ltd

Party B (Seal): Gansu Huike Centre for Technology Transferring on Resource and Environment

Date: April 21<sup>st</sup> 2007

## 委托协议书

项目名称：竹溪周家垵水电站 CDM 项目

委托方（甲方）：竹溪周家垵水电开发有限公司

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经甲、乙双方自愿、平等、友好协商，并在真实、充分表达双方意愿的基础上，就甲方潜在的清洁发展机制（CDM）项目开发达成以下协议。

## 1、委托内容：

甲方委托乙方为其 湖北省竹溪县周家垵水电站 项目的本协议规定期限内的唯一咨询服务机构，乙方负责该潜在 CDM 项目从项目识别到联合国气候变化公约 CDM 执行理事会(EB)注册的开发工作。

## 2、甲方的权利义务

2.1 甲方有权要求乙方提供本协议 3.1—3.4 款中所约定的各项服务，及提出合理的改善意见，并有权得知该项目的进展情况。

2.2 甲方必须确保该项目工程进度，所提供数据、技术参数等项目信息真实可靠。若因甲方工程进度拖延，提供的项目信息与实际情况不符及不能提供项目开发所需资料等原因，导致项目不能成功注册的，乙方不承担任何法律责任。

2.3 甲方须指派专门工作人员配合乙方工作，并按乙方工作人员的要求提供与该项目有关的文件、资料、数据。

2.4 甲方须按 4.1 条款的要求支付与该项目开发相关的费用。

2.5 若乙方无法如期开展项目的开发工作并经双方确认不能获得国内审批，则甲方有权终止本协议并将本项目委托除乙方之外的其他方，甲方不对乙方承担任何赔偿责任。

## 3、乙方的权利义务

3.1 乙方负责该项目开发过程中的各项工作，主要包括：项目识别，项目识别文件（PIN）、项目设计文件（PDD）的编制，寻找购买方，项目的国内审批（按双边项目申报），指定经营实体（DOE）的

另一方不得将双方的合作及本协议内容披露给任何第三方。

## 6、违约责任

6.1 如果甲、乙双方一方违反本协议的约定，给对方造成的实际损失应由违约方予以赔偿。

6.2 如果因一方违约行为致使本协议无法继续进行，违约一方应向对方赔偿因合同不能履行而造成的经济损失。

## 7、其它约定

7.1 本协议履行若有争议，由甲、乙双方协商解决。协商不成的，向武汉市中级人民法院起诉。

7.2 甲、乙双方合作过程中各自产生的费用自行承担。

7.3 因不可抗力因素导致该项目注册失败，由甲乙双方协商解决。

7.4 本协议一式四份，甲、乙双方各执二份，每份具有同等法律效力。

7.5 本协议在双方签字后生效。

甲方：竹溪周家垌水电开发有限公司

乙方：甘肃惠科资源环境技术转移中心

法定代表人：刘永成

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