

# 清洁发展机制项目设计文件 合作协议

甲方：武夷山市祥润水电开发有限公司

乙方：北京天擎动力国际清洁能源咨询有限公司

甲、乙双方在公平、公正和自愿的前提下，本着互利互惠、友好合作的精神，经过友好协商，共同签署本合作协议并共同遵守。

## 一、合作内容：

甲方为福建省武夷山市温林水电站项目（以下简称甲方项目）的业主，甲方全权委托乙方负责完成成为甲方项目设计文件（以下简称 PDD）的编制工作。

## 二、甲方权利和义务：

- 1、甲方负责及时提交甲方项目编制 PDD 文件所需要的一切真实的材料和数据信息；
- 2、甲方负责组织召开利益相关方会议，乙方协助完成；
- 3、甲方负责配合乙方认真、完整地做好甲方项目的监测工作，甲方必须严格执行监测计划。

## 三、乙方权利和义务：

- 1、乙方负责编写符合国际标准的甲方项目的中、英文项目概念说明文件和 PDD；
- 2、乙方负责按照国家发改委、认证机构和联合国执行理事会的要求修改 PDD。

## 四、甲乙双方的权利和义务：

- 1、甲乙双方各派专门负责人具体负责甲方项目的 CDM 项目报批工作；
- 2、甲乙双方如有企业名称、法人、CDM 项目专项负责人、电话、传真、地址等的变更应提前一周通知对方，且不得影响本协议的执行；
- 3、在本协议执行期间，甲乙双方均应保守商业秘密，未经对方允许不得私自将对方机密资料透露给第三方。

## 五、付款条款：

- 1、甲方项目申报成功后，甲方应在十个工作日内一次性支付乙方 PDD 文件制作费用人民



币贰拾万元整;

2、甲方不得拖延支付乙方 PDD 文件制作费, 如有延期则按照每日千分之二支付乙方滞纳金。

#### 六、其它条款:

1、本协议于签署之日起生效。甲乙双方未尽事宜, 可在本协议框架下另行签署协议, 作为本协议的补充协议;

2、如本协议在执行中产生任何纠纷, 甲乙双方应友好协商解决。如协商无效, 可在双方认可的仲裁机构申请仲裁, 仲裁费用应由双方平均分担;

3、本协议一式四份, 甲乙双方各执两份, 具有同等法律效力。

甲方印鉴:



负责人签字:

签字日期: 2005 年 10 月 28 日  
地址: 福建省武夷山市北一街 28 号

邮编: 352300

项目负责人: 戴音琴  
项目联系人:

电话: 13805754768  
传真:  
电邮:

乙方印鉴:



负责人签字:

签字日期: 2005 年 10 月 28 日  
地址: 中国北京复兴路甲 23 号  
华能大厦 910 室

邮编: 100036

项目负责人: 杨爱民  
项目联系人: 侯文华

电话: 010-68298491, 010-68298496  
传真: 010-68173622, 010-68173473  
电邮: aiminyang820@yahoo.com.cn



# Clean Development Mechanism Cooperation Agreement

Party A: Wuyishan City Xiangrun Hydropower Investment Co., Ltd.

Party B: Beijing Tianqing Power International CDM Consulting Co., Ltd.

Hereby under the fair and voluntary assumption, after the friend discussion, Party A and Party B reached the conclusion, and legally binding for all parties based on the mutual benefit and friend cooperation. The agreement is as following:

## **1. The Cooperation Scale**

Party A is the project owner of Fujian Wuyishan Wenlin River Hydropower Station Project (following as "Project Owner". Party A totally consigns Party B to take the responsibility to finish the Project Design Document (following as PDD) drafting for Party B.

## **2. The Rights and Obligation of Part A**

- (1) Party A should provide the real material and data information which has been listed in the material and data information that necessary for PDD writing.
- (2) Party A is responsible to organize the stakeholder's meeting, Party B should assist this work.
- (3) Party A should coordinate with Party B to carry out the monitoring work carefully and completely. Party A should execute the monitoring plan strictly.

## **3 The Rights and Obligation of Party B**

- (1) Party B is responsible for drafting the Project Information Note (Pin) and Project Design Report of both Chinese and English version for this project that is qualified for the international standards;
- (2) Party B shall revise the PDD according to the requirements of National Development and Reform Commission, Designed Operational Entity and the Executive Broad of UNFCCC.

## **4 The Rights and Obligation for Party A and Party B**

- (1) Party A and Party B shall indicate specific person to in charge of the application work;
- (2) If there is any material change on some important issues as the enterprise name, legal representatives, CDM responsible person, contact telephone, contact fax, address etc of one Party, the Party shall inform other Party in written form prior one week of the change occurrence. This change should not impose any influence on the performance of the rights and obligation in this agreement.
- (3) During the term of this agreement, Party A and Party B should keep the business information confidential. One Party should not disclose confidential information to

any third parties without written of the other Party.

## **5. Payment Terms**

(1) Party A shall pay for Party B the PDD documents service fee once, amounting of 20,0000 RMB totally within 10 working days after the project has been successfully registered,.

(2) Party A shall not delay the PDD documents service fee payment, of there is any delay, Party A shall pay for Party B the overdue payment amounting of 2‰ per day.

## **5. Miscellaneous Provisions**

1. This agreement should be in effect on the date of signature. If there are any more issues unsettled further, Party A and Party B could sign other amendment agreement under the framework of this agreement, which should be treated as the amendment agreement for this agreement.

2. If there are any disputes arising in connection with this agreement, both Party A and Party B should discuss and settle the disputes under friend and good faith. If the disputes could not be settled by discussion, Party A and Party B shall be entitled the rights to claim for arbitration at the place where both parties could accept, the fees for arbitration should be responsible by both parties.

3. This agreement is in four original copies, and Party A and Party B hold two original copies, and each original copy is of the same legal validity.

The seal of Party A:

The signature of authorized representatives:

The signature date of Party A: 2005.10.28

Address: No.28, Beiyi Street, Wuyishan City, Fujian Province

Post code: 354300

The responsible people: Dai Yinqin

The contact people:

Tel: 13805754768

Fax:

Email:

The seal of Party B:

The signature of authorized representatives:

The signature date of Party B: 2005.10.28

Address: Room 910, Huaneng Building, No.23 Fuxing Road, Beijing, China

Post code: 100036

The responsible people: Yang Aimin

The contact people:

Tel: 010-68298491 010-68298496

Fax: 010-68173622 010-68221621

Email: [aiminyang820@yahoo.com.cn](mailto:aiminyang820@yahoo.com.cn)