

清洁发展机制项目

委托代理合同

甲方：武夷山市祥润水电投资开发有限公司

乙方：北京懿力斯环保设备有限公司

根据《中华人民共和国合同法》和《清洁发展机制项目运行管理暂行办法》，甲乙双方经友好协商签署本合同。

一、甲方负责投资建设了武夷山市温林溪二、三级水电站（以下简称项目），乙方协助甲方将项目申报成清洁发展机制项目，并最终协助甲方获得出售二氧化碳减排指标的收益；

二、甲方应积极配合乙方的各项工作，为乙方提供一切与申报有关的文件；甲方负责做好有关领导、部门的视察和审查工作的接待和配合工作；甲方应保证项目尽快开工；甲方负责支付全部申报费用；

三、乙方负责编写与申报工作有关的全部技术文件。在项目申报成功后，甲方一次性支付乙方人民币三十万元整，在甲方获得二氧化碳减排指标收益后，甲方支付乙方甲方全部收益的 30%；

四、本合同有效期为 1 年，如果申报成功，则有效期顺延至二氧化碳指标的最后交易日，且甲方支付全部乙方应得提成后为止；

五、甲乙双方未尽事宜，可另行签署补充合同；

六、如本合同在执行中产生任何疑议或纠纷，甲乙双方须友好协商解决。如协商无效，可申请法院诉讼；

七、本合同一式四份，甲乙双方各执两份，于甲乙双方签署之日起生效。



甲方盖章签字：



签字日期：2004年8月27日

地址：武夷山市洋庄乡西际村

邮编：354300

电话：0599-5473151

传真：0599-5113287

乙方盖章签字：



签字日期：2004年8月27日

地址：宣内大街头发胡同59号

邮编：100023

电话：010-66036820

传真：010-66036820



Clean Development Mechanism Commission Contract

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

Party B: Beijing Xielisi Environmental Equipment Co., Ltd

Based on the <Contract Laws of People Republic of China> and <Provisional Regulation on Clean Development Mechanism Operation and Regulation>, Party A and Party B signed this contract under friend discussion.

1. Party A is responsible for the construction of Wuyishan Wenlin River 2nd and 3rd Level Hydropower Stations (following as the project); Party B assist Party A to apply this project as CDM project, and assist Party A to acquire the revenue from selling the CO₂ emission reduction.
2. Party A shall coordinate with Party B for all the relevant works positively, and provide all the relevant documents to Party B. Party A shall be responsible for the reception and coordination work of examination work by officials and authority departments. Party A shall manage that the project could be started as soon as possible, and Party B shall pay for all the application fees.
3. Party B is responsible for writing all the technical documents relevant about CDM application. After the project has been successful applied, Party A shall pay for Party B amounting of 300,000Yuan totally once a time. After Party A has acquired the emission reduction revenue, Party A shall pay for Party B 30% of the total revenue acquired of Party A.
4. The validity period of this agreement is one year. If the application could be successful, the validity period shall be extended to the date when the emission reduction has been exchanged, and all the payment has been paid from Party A to Party B.
5. If there are any problems unsettled, both parties shall sign other amendment agreement.
6. If there are any disputes or doubts arisen during the execution of this contract, both parties shall discuss under friend faith. If the disputes could not be solved, both parties could submit for litigation.
7. This contract is in four original copies, both parties held the two original parties, and become validity since the days of both parties signed the contract.

The seal of Party A

Signature date: 2004.8.27

Address: Xiji Village, Yangzhuang Town, Wuyishan City

Post code: 354300

Tel: 0599-5473151

Fax: 0599-5113287

The seal of Party B:

Signature date: 2004.8.27

Address: No.59, Touda Hutong, Xuannei Street, Beijing

Post code: 100023

Tel: 010-66036820

Fax: 010-66036820