

清洁发展机制项目设计文件 合作协议

甲方：盈江县明亮商贸有限公司

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：

甲方为云南省德宏州盈江县槟榔江芒康电站项目（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机密，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:



董事长签字:

陈建明

签字日期: 2006年2月26日
地址: 盈江县平原镇第一开发区

邮编: 679300

项目负责人: 陈 军
项目联系人: 陈 军

电话: 13988292759
传真: 0692-9119888
电邮: chenjun787@163.com

乙方印鉴:



董事长签字:

朱东东

签字日期: 2006年2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: 周运洪

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

CDM PDD Development Contract

Party A: Yingjiang County Mingliang Trading Co., Ltd.

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

Both Parties intend to enter into this agreement with the condition of fairness, justness and free willing and under the spiritual of mutual-benefit, friendship and collaboration.

1 Cooperation Scope:

Party A is the project owner of Yunnan Dehong Autonomous Prefecture Yingjiang County Binglang River Mangkang Hydropower Station (hereinafter referred to as 'the project') Party B is authorized by Party A to complete the Clean Development Mechanism application of the project.

2. Rights and Obligation of Party A

- (1) Party A shall be responsible for the providing of all required accurate documents information and data needed to compile the PDD on time.
- (2) Party A should be responsible for organize stakeholder's meeting, and Party B is assisting to provide relative documents for Party A .
- (3) Party A shall cooperate with Party B for the CDM monitoring, and carry out the monitoring plan strictly.

3. Rights and Obligations of Party B

- 1) Party B is responsible for compiling the interpretation and PDD for the project of Party A both in Chinese and English.
- 2) Party B is responsible for revising PDD according to the requirements of the National Development and Reform Commission, certificate authority, and United Nations Executive Board.

4. Mutual Rights and Obligation of Both Parties

- 1) Both parties shall respectively appoint person(s) to take charge of the development of this CDM project.
- 2) Any modification, including but not limited to the title of the parties, the legal representative, persons responsible for this project, telephone numbers, fax numbers and address, shall be informed to the other Party 1 week in advance.
- 3) During the executing process for this Agreement, both parties should keep the relative information confidential, and shall not disclose the confidential

information to any third parties without written permit by the other party.

5. Payment

- 1) After the project will apply as a CDM project successfully, Party A should pay for the PDD compiling fee of 200 thousand Yuan RMB to Party B within 10 work days.
- 2) Party A should not delay the payment of the PDD compiling fee, if the delay occurs Party A should pay Party B a late fee of 0.2% every day.

6. Miscellaneous Provisions

- 1) This Agreement should be in force and valid when both parties has signed. Any issues which need further discussion could be negotiated in other agreement within the framework of this agreement, that could be considered as the amendment for this agreement
- 2) If there is any disputes occur during the execution process, both parties should be negotiated to solve under good faith. Any difference or dispute arising under, out of or in connection with this Agreement that cannot be settled between the Parties of this Agreement amicably, shall be resolved by arbitration. The arbitration process could be executed in the entity that could be accepted by both parties, the arbitration fees should be covered by both parties.
- 3) This Agreement is issued in four original copies, each Party keeping two copies. Each of them is of equal legal validity

On behalf of:

The Seal of Party A : **Yingjiang County Mingliang Trading Co., Ltd.**

Authorized Signature

Chen Jianming

Date: February 26, 2006

Address: the First Development Area, Pingyuan Township, Yingjiang County

Post code: 679300

Person in charge: Chen Jun

Contact person: Chen Jun

Tel: 1398829759

Fax: 0692-9119888

Email: chenjun787@163.com

On behalf of: **Beijing Tianqing Power International CDM Consulting Co., Ltd.**

The seal of Party B

Authorized Signature

Zhu Jingjing

Date: February 28, 2006

Address: No 910 Room Huaneng Power No 23 Fuxing Road Beijing 100036

Person in charge: Yang Aimin

Contact person: Zhou Yunhong

Tel: 010-68298491 68298496

Fax: 010-68173622 68173473

Email: aiminyang820@yahoo.com.cn