

# 清洁发展机制项目合作协议

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为甲方项目申报 CDM 项目的全部工作，如甲方项目在乙方帮助下在联合国气候变化框架公约（以下简称 UNFCCC）执行理事会（以下简称 EB）登记注册成功，则甲方项目被视为申报成功。

## 二、合作期限：

本合同长期有效，直至出现下列情况之一时本合同自动终止：

- 1、甲乙双方共同同意终止本协议；
- 2、乙方无法继续为甲方申请 CDM 项目；
- 3、甲乙双方合作全部完成（包含 7 年、10 年、14 年或者 21 年的计入期的合作）。

甲方委托乙方申请 CDM 项目的有效期限至 2012 年 12 月 31 日止。

## 三、甲方权利和义务：

- 1、甲方在与乙方签署该协议的同时应给予乙方 CDM 项目授权书和企业 CDM 项目获悉确认函；
- 2、甲方负责保证甲方项目的开工和完工时间；
- 3、甲方应全力配合乙方完成与甲方项目申请工作有关的工作，不得无故恶意拖延申请工作的进展；
- 4、甲方负责及时提交甲方项目申请 CDM 项目所需要的一切真实的材料和数据信息，如因甲方资料提交不及时，则甲方委托乙方的申报期限顺延；
- 5、在甲方项目申请期限内，甲方指定乙方为申请甲方项目的唯一受托方；



6、如项目申报成功，甲方必须严格执行与国际买家达成的减排购买协议（以下简称 ERPA）的各项条款；

7、甲方负责组织召开利益相关方咨询会议，乙方协助甲方提供会议指导和相关文字资料；

#### 四、乙方权利和义务：

1、乙方协助甲方完成 CDM 项目在国内审批部门和 UNFCCC 的报批工作；

2、乙方负责与 UNFCCC 指定的经营实体合作，完成甲方项目的审定、监测并最终完成核实与核证等工作；

3、乙方全权代理甲方与综合条件优惠的国际买家谈判，乙方为甲方提供 ERPA 的中文版本，乙方负责协调甲方与国际买家达成一致意见并签署 ERPA；

4、如因乙方原因致使乙方未能如期完成甲方项目报批工作的，则可视为甲乙双方共同同意终止本协议，乙方承担前期费用的损失。

#### 五、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、在甲方与乙方选择的国际买家签署 ERPA 时，同时签署补充协议，要求国际买家将乙方服务费用直接汇入乙方指定账户；

4、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。



2、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；

3、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；

4、本协议一式四份，甲乙双方各执两份，具有同等法律效力。



董事长签字：陈建明

签字日期：2006年8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



董事长签字：朱东亮

签字日期：2006年8月26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 project Cooperation Agreement

**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. The CDM application of the project will be deemed as successful as far as the project was registered at the Executive Board ("EB") of United Nation Framework Convention of Climate Change ("UNFCCC").

## **2 Term of Cooperation**

This Agreement shall be long-term effective, This Agreement will be deemed as terminated as soon as the occurrence of any of the following events:

- (1). Both Parties agree with the termination;
- (2) Party B cannot complete this CDM application task for Party A;
- (3) In the event of termination, this agreement shall remain legally binding on the parties until the rights and obligations of Party A and Party B are fully performed by both parties. (Include the cooperation during the crediting periods of 7 years, 10 years, 14 years, and 21 years.)

This Agreement should be binding and valid by December 31st 2012

## **3. Rights and Obligation of Party A**

- (1) Power of Attorney and Letter of Confirmation for the Acquirement of CDM shall be passed to Party B at the meantime of the signature of this agreement;
- (2) Party A shall be responsible for ensuring the project construction will be started on time and will be complete without any delay.
- (3) Party A shall cooperate with Party B for the CDM application, and the application shall not be unreasonably deferred on purpose by Party A;
- (4) Party A shall be responsible for the providing of all required documents information and data. Party B shall not assume any obligations incurred by any delay of documents, information and data by Party A;

- (5) Party B shall be the exclusive agent for Party A during the CDM application of the Project;
- (6) As soon as the CDM application succeeds, Party A shall execute the Emission Reduction Purchase Agreement (“ERPA”) with preciseness;
- (7) Party A should be responsible for organize stakeholder’s meeting, and Party B is assisting to provide relative documents for Party A .

#### **4. Rights and Obligations of Party B**

- (1) Party B should be responsible for the applying process in Chinese DNA and in EB;
- (2) Party B should be responsible for the cooperation with DOE to finish the work as project validation, registration, monitoring and verification.
- (3) Party B should be entitled to totally represent Party A to negotiate with the international buyers, Party B is responsible for the coordinate with the international buyers, reach the conclusion and sign the ERPA. Party B warrants that the agreed price of certified emission reduction (“CER”) with the international buyers is not lower than that in domestic market at that moment.
- (4) If Party B has not finished the applying work for the projects of Party A result of the failure B Party, Party B is responsible for the loss and fee in prophase period.

#### **5 Mutual Rights and Obligation of Both Parties**

- (1) Both parties shall respectively appoint person(s) to take charge of the development of this VER 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 and should not effect the execution of the agreement.
- (3) When Party A signs the ERPA with the international buyer chosen by Party B, they should also sign the amendment to require the international buyer to remit the service fee to the assigned bank account of Party B.
- (4) 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 (conditions of CDM application progress is excluded).

#### **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 Wuhan City, China. The arbitration fees should be covered by the losing party.

(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: August 26, 2006

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

Post code: 679300

Person in charge: Chen Jun

Contact person: Chen Jun

Tel: 13988292759

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: August 26, 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