

清洁发展机制项目设计文件 合作协议

甲方：武汉钢铁（集团）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：(1)、烧结余热发电；(2)、CCPP（蒸汽燃气联合循环发电）一台；(3)、焦炉配备干熄焦装置 3 套（二个项目）；(4)、高炉煤气余压回收透平装置 2 套（二个项目）；(5)、2 台 220 吨高炉煤气发电锅炉项目（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；
3. PDD 开发费用， 由乙方承担。

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、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。

甲方印鉴:



负责人签字:

周许林

乙方印鉴:



负责人签字:

杨爱民

签字日期: 2005年09月14日
 地址: 武汉市青山区武钢一招

签字日期: 2005年09月14日
 地址: 北京复兴路甲23号华能大厦910室

邮编: 430080

邮编: 100036

项目负责人: 周许林

项目负责人: 杨爱民

电话: 027-86890412
 传真: 027-86890426
 电邮: zhoulx@wisco.com.cn

电话: 010-68298491, 010-68298496
 传真: 010-68173622, 010-68173473
 电邮: aiminyang8201@yahoo.com.cn

CDM Project Design Document Cooperation Contract

Party A: Wuhan Iron and Steel (Group) Co.

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 content:

Party A is the project owner of the projects including Wugang Gas-Steam Combined Cycle Power Plant (CCPP) Project, Wugang Waste Gas Recovery and Power Generation Project, Low Temperature Heat Recovery and Power Generation Project of Wugang Agglomeration Plant, the Coke Dry Quenching (CDQ) Waste Heat Recovery for Power Generation Project of Wugang No. 9 and 10 Coke Ovens, the Coke Dry Quenching (CDQ) Waste Heat Recovery for Power Generation Project of Wugang No. 1, 2, 3 Coke Ovens, the No.2, No.4 and No.7 Blast Furnace Top Gas Pressure Recovery Turbine (TRT) for Power Generation of Wugang.

Party A consigned Party B take in charge of writing the PDDs.

2. Rights and Obligation of Party A

- 1) Party A should present all the information and data on time as to compile the PDD for this project, and Party A should ensure the accuracy of those documents.
- 2) Party A is in charge of holding the stakeholders meeting with the assistance of Party B.
- 3) Party A shall cooperate with Party B for the CDM monitoring, and carry out the monitoring plan strictly.

3. Rights and Obligation 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.
- 3) Party B undertakes the expense of compiling PDD.

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. 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.

On behalf of:

The Seal of Party A : Wuhan Iron and Steel (Group) Co. Authorized Signature

Authorized Signature

Date: September 14, 2005

Address: Wugang Yizhao, Qingshan District, Wuhan

Person in charge:

Contact person: Xvlin Zhou

Tel: 027-86890412

Fax: 027-86890426

Email: zhouxl@wisco.com.cn

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

The seal of Party B

Authorized Signature

Date:

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

Person in charge: Yang Aimin

Contact person: Yang Aimin

Tel: 010-68298491 68298496

Fax: 010-68173622 68173473

Email: aiminyang820@yahoo.com.cn