

# Jinping Sandengkan Project

## Cooperation Letter of Intent for the Clean Development Mechanism (CDM) Project of the Small Hydropower Project

Party A : Ou Ru-lin (Jinping County Kaiyuan Hydropower Development Co., Ltd.)

Party B : Wu Qiao-ming ( Guizhou Participatory Rural Appraisal Network, GZPRA)

For development cooperation of the CDM project that belongs to Party A, both parties reach the following intention after the preliminary negotiation.

一. Both parties agree to develop the CDM projects of the small hydropower station together. The basic information of the small hydropower station and cooperation intention are as follows:

1. The designed power generating capacity of the small hydropower station is  $2 \times 2,400$  kilowatt. The average power generating capacity of multiple years is  $1,900 \times 10,000$  kilowatt hour per year.
2. The development right of the small hydropower station belongs to Party A. Party A is responsible for the investment and operation of the small hydropower station.
3. The CDM project is independent from the construction and operation of the small hydropower station. The generated power of the project will be transformed to the certified emission reductions (CER) and sold by Party B. The profit belongs to both parties (the profit sharing proportion will be defined in other contracts).

二. Both parties are responsible for the preparatory work individually.

1. Party A shall do the following work:
  - (1). Raise money for the construction of the small hydropower station and construct facilities based on the approved design to ensure the early production.
  - (2). Sign power purchase agreement with local power supply bureau to ensure that the generated power will be incorporated into National Grid.
  - (3). Apply and complete the relevant application documents based on the procedure to ensure the legality and standardization of the hydropower

project.

2. Party B shall do the following work:

- (1). Assess the qualification of the small hydropower station and estimate the CER based on the procedure and rules of the CDM project.
- (2). Prepare relevant documents. Contact and select international buyers (for example: buyers from Europe) of the CER.
- (3). Keep contact with management departments in China and international relevant organizations to ensure the development of the CDM project of the small hydropower station. Notify the relevant progress information to Party A in time.

三. After the completion of the preparatory work, both parties decide a proper time to sign the official contract.

四. The letter of intention is based on the cooperation of both parties. Any change made by any party shall be notified the other in time and confirmed in the manner that both parties agree.

五. The specific cooperation content of both parties will be subject to the official contract.

Party A : Jinping County Kaiyuan Hydropower Development Co., Ltd.

Signature : Ou Ru-lin

Party B : Guizhou Participatory Rural Appraisal Network (GZPRA)

Signature : Wu Qiao-ming

Date : September 9th, 2005

## 小水电站清洁发展机制 (CDM) 项目合作意向书

Ou Rulin, Jinping County Kaiyuan Hydropower Development Co. Ltd.

甲 方: 欧儒林 (锦屏县开源水电开发有限责任公司, JPKY)乙 方: 吴乔明 (贵州参与式农村发展工作网, GZPRA)

甲、乙双方就属于甲方的 锦屏县三磴坎水电站 清洁发展机制 (CDM) 项目的合作开发事宜, 经过初步协商, 达成如下合作意向:

一、同意就本电站 CDM 项目开展合作开发申报。本电站的基本情况和合作意向是:

- 1、本电站的设计装机容量为 2×2400 千瓦, 多年平均发电量为 1900 万度/年;
- 2、本电站的开发权属于甲方, 并由甲方投资建设和经营生产;
- 3、本电站 CDM 项目额外于电站本身的建设和生产活动, 所生产的电量转换成的温室气体减排量 (CER) 由乙方代理销售, 收益归双方共有 (分成比例另订立合同约定)。

二、前期工作由甲乙双方各自负责:

1、甲方应做好以下工作:

- (1) 完成该水电站建设资金的筹措, 按审批的设计方案建设, 保证尽早投入生产;
- (2) 尽快与当地供电局 (站) 签订供电协议书, 保证所发电力能全部并入国家电网;
- (3) 按程序申报和完善相关批复手续 (文件), 保证水电站工程的合法和规范。

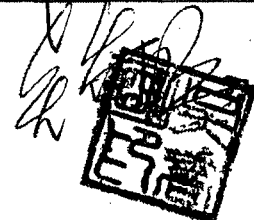
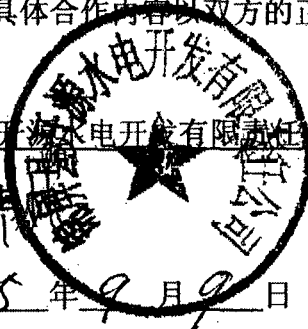
2、乙方应做好以下工作:

- (1) 按照 CDM 的程序和规则, 做好该水电站的合格性评估和减排量的估算;
- (2) 编制相关文件, 联系和选择相关的 CER 国际买家 (如欧洲买家);
- (3) 与国内主管部门和国外相关机构保持联系, 确保本水电站 CDM 项目的推进, 并及时向甲方通报相关进展和信息。

三、在甲乙双方完成前期工作基础上, 双方商定在适当的时间签订正式合同。

四、本意向书是双方合作的基础, 一方的任何变更应及时通知另一方, 并以双方同意的形式确认。

五、甲乙双方的具体合作内容以双方的正式合同为准。

甲 方: 锦屏县开源水电开发有限责任公司乙 方: (贵州参与式农村发展工作网)签 名: 欧儒林签 名: 吴乔明签订日期: 2005 年 9 月 9 日

# Majingao Project

## United Nations Framework Convention on Climate Change (UNFCCC)

### Development and Cooperation Framework Agreement for the Clean Development Mechanism (CDM) Project

Name of Project :	<u>Majingao small hydropower CDM project</u>
Category:	<u>New energy and renewable energy projects (small hydropower project)</u>
Project Company:	<u>Jianhe County Qianlian Hydropower Development Co., Ltd.,</u>
Consulting Company:	<u>Guizhou Hongfeng Forestry Clean Development Mechanism (CDM) Consultant and Service Co., Ltd.</u>
Signed Time:	<u>February 19, 2006</u>
Signed Location:	<u>Kaili City, Guizhou Province</u>

## Development and Cooperation Framework Agreement for Clean Development Mechanism (CDM) Project

### 一、Basic Information

Party A Project Company	Jianhe County Qianlian Hydropower Development Co., Ltd.		
Installed Capacity (MW)	1.5	Expected Starting Time	April, 2006
Annual Energy Output (kWh)	450×10,000	Expected Operation Time	March, 2008
Address	Taiyong Town, Jianhe Country		
Legal Representative	Jiang Feng-qing	Contact of Project	Jiang Zai-qing
Tel	13885510158	Fax	--
E-mail	--	Website	--
Party B Consulting Company	Guizhou Hongfeng Forestry Clean Development Mechanism (CDM) Consultant and Service Co., Ltd.		
Address	6th floor No.17 Guiwu road, Guiyang City, Guizhou Province		
Legal Representative	Chen Shi-kang	Contact of Project	Wu Qiao-ming
Tel	0851-6761268	Fax	0851-6761268
E-mail	wqm6029@163.com	Website	www.hfcdm.com

The framework agreement is signed for the cooperation development of small-scale hydropower CDM project which belongs to Party A. Under the principle of faith, reciprocity and mutual benefit, and equal consolation, both parties signed the agreement on the basis of real and full expression of each wish. This agreement is based on the *Measures for Operation and Management of Clean Development Mechanism Projects in China* and other relevant laws and regulations. Both parties will abide by the agreement.

### 二、Cooperation Issues and Technology Explanation

1. By using the power generation technology, production equipment, and technology level of the small-scale hydropower station which will be established by party A, both parties will develop the CO<sub>2</sub> emission reduction project under the CDM rule of *Kyoto Protocol* to generate the additional Certified Emission Reductions (CERs)

which is compliance with the CDM requirement. After signing the Emissions Reduction Purchase Agreement (ERPA) with foreign CERs buyers, both parties can use or transfer the CERs index.

2. The relevant technologies in the development cooperation of this CDM project are mainly used in the following respects: identification assessment and planning & design demonstration of CDM project, application of baseline methodology, creation of PPD files (Chinese and English version) and relevant supporting files, consolation of stakeholders, selection of foreign buyers and business negotiation, ERPA conclusion, choose and invitation of DOE and validation, application to national DNA, CDM verification and registration, and monitoring and verification/certification.
3. The income of this project is mainly from CERs sale revenue within crediting period. And this is the additional supplement of the normal sales revenue during the operation period of the small-scale hydropower project of party A. The specific CERs sales price shall not be lower than the domestic sales price (or refer to the DNA guiding price)
4. The activities of this project are not within the compulsory execution of existing national laws or regulations. The required investments, technologies, and equipments are the addition to the pre-investment of this project.

### **三、 Right and Obligation of Party A**

1. Party A must actively cooperate in the preparation work of CDM project planning/designing and cooperation development, such as, propaganda, coordination, and creation of management rules. Party A must support and coordinate the on-site inspection, consolation, and demonstration done by Party B.
2. Party A is responsible for the hydropower project application to the location authorities, the application of the environmental impact report, approval acquirement of the applications, and the fund preparation of the project investment.
3. Party A is responsible to obtain the preferential and support policies of the project from local government, competent departments, financial departments, and tax department.
4. Party A is responsible for the organization and management of project construction to ensure the normal operation and efficiency generation within crediting period.
5. For the specific CDM project development, party A must pay corresponding

development technology fee to party B. For detailed figures, refer to the *Important Announcement of Standardizing the Advisory and Access of Chinese CDM Projects* of National Coordination Committee on Climate Change (NCCCC) (refer to attachment 1).

#### **四、Right and Obligation of Party B**

1. Based on the planning and design requirement of the CDM project, party B is responsible for the identification and qualification assessment of the CDM project, design of project information note (PIN), and organization and operation of the CDM project development. The detailed works include project investigation and verification, application of baseline methodology, PDD file design and relevant files creation, province-level and country-level application and approval, EB application, buyer selection and business negotiation, process (such as sign of contract) coordination, DOE selection, reservation and validation, verification coordination, and technical cooperation of project monitoring.
2. Before the formal agreement of the project construction is signed, party B has the right to consult, verify and inspect the project. Party A must provide support and coordination.
3. Party B must be strictly compliance with the development target and planning confirmed by both parties to complete the preparation works of the development design. Party B must communicate the project progress information to party A in time. If party A requests, party B will provide necessary management-level CDM expertise guidance and advisory, or once to twice enterprise CDM expertise trainings.

#### **五、Other Items**

1. This agreement is only a cooperation framework agreement and does not involve in any fee. For detailed cooperation ways and development fee of the CDM project, both parties will sign formal *Agreement of CDM Project Development* after further negotiation. The specific obligation, right, and benefit will be agreed in the agreement.
2. Both parties ensure the reality, validation and legality of the provided assessment data and document of early stage. In the procedure of CDM project design and development preparation, contacts of both parties shall communicate with each

other in time and report to legal representative for confirmation if there is any change in design, planning, and target.

3. The actual CERs generated from the hydropower project and the CDM financial income of this project may vary with the annual electricity supplied to Power Grid, monitoring manners, and CER sales price. Hence, it is prompted in this agreement that there is risk during some specific execution phases of the CDM project. The assessment of the actual generated CERs will be more accurate in the monitoring procedure of the first phase.
4. Both parties must try best to implement the CDM project development. It is regulated in this agreement that party A cannot sign CDM development contract and CERs sales contract with any third party or share any information of CDM development and operation as long as party B fulfills the obligation of the project development framework.
5. For the issues which are not mentioned in this agreement, both parties negotiate in the principal of friendship cooperation.
6. This agreement comes into force on the day on which the agreement is signed. This agreement is prepared in 4 copies. Each party holds 2 copies.

Party A : Jianhe County Qianlian Hydropower Development Co., Ltd.

Signature : Jiang Feng-qing

Party B : Guizhou Hongfeng Forestry Clean Development Mechanism (CDM)  
Consultant and Service Co., Ltd.

Signature : Wu Qiao-ming

Date : February 19, 2006



CDM

联合国气候变化框架公约（UNFCCC）

清洁发展机制（CDM）项目

## 开发合作框架协议书

项目名称：剑河马颈坳水电站 CDM 项目

技术领域：新能源及可再生能源（小水电站工程）

生产企业：剑河县乾联水电开发有限公司

合作机构：贵州弘丰林业清洁发展机制（CDM）咨询有限公司

签订时间：二〇〇六年 二 月 十九 日

签订地点：贵州省 凯里市

# 清洁发展机制 (CDM) 项目开发合作框架协议书

## 一、 基本信息

甲方 (生产企业)	剑河县乾联水电开发有限公司		
装机容量(MW)	1.5	预计开工时间	2006 年 4 月
年发电量(KWh)	450 万	预计投运时间	2008 年 3 月
通讯地址	剑河县太拥乡 (街上)		
法定代表人	姜凤清	项目联系人	姜再清
联系电话	13885510158	传真	
E-mail		网址	
乙方 (合作机构)	贵州弘丰林业清洁发展机制 (CDM) 咨询有限公司		
通讯地址:	贵州省 贵阳市贵乌中路 17 号 省电子研究所 6 楼		
法定代表人	陈世康	项目联系人	吴乔明
联系电话	0851-6761268	传真	0851-6761268
E-mail	wqm6029@163.com	网址	www.hfcdm.com

本框架协议书拟就甲方所属的 剑河马颈坳水电站 清洁发展机制 (CDM) 项目开发合作事项, 双方本着诚信、互利互惠的原则, 经平等协商, 在真实、充分表达各自意愿的基础上, 根据《清洁发展机制项目运行管理办法》及有关法律、法规的相关规定, 达成如下协议书, 并由双方共同恪守, 以兹信用。

## 二、 合作内容与相关技术说明

1、甲、乙双方意欲针对甲方拟建小水电站所采用的发电技术、生产设备、工艺水平, 借助《京都议定书》下的“清洁发展机制”(CDM) 规则开发 CO<sub>2</sub> 等温室气体减排项目, 以额外产生出符合 CDM 要求的温室气体减排量 (CERs), 并与国外 CERs 购买方签订购买/销售协议 (ERPA) 后, 使用或转让该 CERs 指标。

2、该 CDM 项目开发合作中的相关技术主要用于: CDM 项目识别评估、规划设计论证, 基准线方法学应用, PDD 文件 (中、英文版本) 及相关支持文件的编制,

## 五、 其他事项说明

1、本协议书仅为合作框架性协议，不涉及双方的任何费用。对于具体实施的 CDM 项目的合作方式、开发费用等待双方进一步考察协商后，签定正式《CDM 项目开发协议书》，甲、乙双方的责、权、利，具体在其中作全面的约定；

2、甲、乙双方保证所提供的前期评估数据、资料真实、有效、合法。在具体 CDM 项目设计、开发准备过程中若项目设计内容、方案、目标有任何变动，双方联系人应及时相互通报、并报告法人代表确认。

3、具体水电站项目现场产生的实际减排量(CERs)以及因此得到的项目的 CDM 财务收益，可能会因为具体电站的上网电量、监测手段，以及 CER 销售价格等特殊的情况而有所不同。因此，本协议书特别提示，在特定的 CDM 项目执行阶段会有一定的风险，实际产生的减排量(CERs)将在第一阶段的监测过程中进行更为准确的评估。

4、甲、乙双方必须尽最大的努力进行 CDM 项目的开发。本协议特别规定：只要乙方履行了其在项目开发框架内的义务，甲方就不得与其他实体分享与在其企业所属的 CDM 项目开发所签订的协议，以及与开发和实施该类 CDM 项目的行为相关的信息。

5、对本协议书条款未尽事宜，协议书双方应本着友好合作原则，协商解决。

6、本协议书自签署之日起生效。本协议书一式肆份，双方各持贰份。

甲 方：剑河县乾联水电开发公司  
法人代表/委托代理人



乙 方：贵州弘丰林业清洁发展机制  
咨询公司  
法人代表/委托代理人



协议书签署日期：2006 年 2 月 19 日

# Sancengdon Project

## United Nations Framework Convention on Climate Change (UNFCCC)

### Development and Cooperation Framework Agreement for the Clean Development Mechanism (CDM) Project

Name of Project :	<u>Cengon Sanchengdong Hydropower Station CDM Project</u>
Category:	<u>New energy and renewable energy projects (small hydropower project)</u>
Project Company:	<u>Cengong County Sancengdong Electric Power Co., Ltd.</u>
Consulting Company:	<u>Guizhou Hongfeng Forestry Clean Development Mechanism (CDM) Consultant and Service Co., Ltd.</u>
Signed Time:	<u>February 20, 2006</u>
Signed Location:	<u>Kaili City, Guizhou Province</u>

## Development and Cooperation Framework Agreement for Clean Development Mechanism (CDM) Project

### 一、Basic Information

Party A Project Company	Cengong County Sancengdong Electric Power Co., Ltd.		
Installed Capacity (MW)	2.52	Expected Starting Time	April, 2006
Annual Energy Output (kWh)	1,000×10,000	Expected Operation Time	February, 2008
Address	Longtian Town, Cengong County		
Legal Representative	Li Jie-shu	Contact of Project	Li Jie-shu
Tel	13708555037	Fax	
E-mail		Website	
Party B Consulting Company	Guizhou Hongfeng Forestry Clean Development Mechanism (CDM) Consultant and Service Co., Ltd.		
Address	6th floor No.17 Guiwu road, Guiyang City, Guizhou Province		
Legal Representative	Chen Shi-kang	Chen Shi-kang	Chen Shi-kang
Tel	0851-6761268	0851-6761268	0851-6761268
E-mail	wqm6029@163.com	wqm6029@163.com	wqm6029@163.com

The framework agreement is signed for the cooperation development of small-scale hydropower CDM project which belongs to Party A. Under the principle of faith, reciprocity and mutual benefit, and equal consolation, both parties signed the agreement on the basis of real and full expression of each wish. This agreement is based on the *Measures for Operation and Management of Clean Development Mechanism Projects in China* and other relevant laws and regulations. Both parties will abide by the agreement.

### 二、Cooperation Issues and Technology Explanation

1. By using the power generation technology, production equipment, and technology level of the small-scale hydropower station which will be established by party A, both parties will develop the CO<sub>2</sub> emission reduction project under the CDM rule of *Kyoto Protocol* to generate the additional Certified Emission Reductions (CERs)

which is compliance with the CDM requirement. After signing the Emissions Reduction Purchase Agreement (ERPA) with foreign CERs buyers, both parties can use or transfer the CERs index.

2. The relevant technologies in the development cooperation of this CDM project are mainly used in the following respects: identification assessment and planning & design demonstration of CDM project, application of baseline methodology, creation of PPD files (Chinese and English version) and relevant supporting files, consolation of stakeholders, selection of foreign buyers and business negotiation, ERPA conclusion, choose and invitation of DOE and validation, application to national DNA, CDM verification and registration, and monitoring and verification/certification.
3. The income of this project is mainly from CERs sale revenue within crediting period. And this is the additional supplement of the normal sales revenue during the operation period of the small-scale hydropower project of party A. The specific CERs sales price shall not be lower than the domestic sales price (or refer to the DNA guiding price)
4. The activities of this project are not within the compulsory execution of existing national laws or regulations. The required investments, technologies, and equipments are the addition to the pre-investment of this project.

### **三、 Right and Obligation of Party A**

1. Party A must actively cooperate in the preparation work of CDM project planning/designing and cooperation development, such as, propaganda, coordination, and creation of management rules. Party A must support and coordinate the on-site inspection, consolation, and demonstration done by Party B.
2. Party A is responsible for the hydropower project application to the location authorities, the application of the environmental impact report, approval acquirement of the applications, and the fund preparation of the project investment.
3. Party A is responsible to obtain the preferential and support policies of the project from local government, competent departments, financial departments, and tax department.
4. Party A is responsible for the organization and management of project construction to ensure the normal operation and efficiency generation within crediting period.
5. For the specific CDM project development, party A must pay corresponding

development technology fee to party B. For detailed figures, refer to the *Important Announcement of Standardizing the Advisory and Access of Chinese CDM Projects* of National Coordination Committee on Climate Change (NCCCC) (refer to attachment 1).

#### **四、Right and Obligation of Party B**

1. Based on the planning and design requirement of the CDM project, party B is responsible for the identification and qualification assessment of the CDM project, design of project information note (PIN), and organization and operation of the CDM project development. The detailed works include project investigation and verification, application of baseline methodology, PDD file design and relevant files creation, province-level and country-level application and approval, EB application, buyer selection and business negotiation, process (such as sign of contract) coordination, DOE selection, reservation and validation, verification coordination, and technical cooperation of project monitoring.
2. Before the formal agreement of the project construction is signed, party B has the right to consult, verify and inspect the project. Party A must provide support and coordination.
3. Party B must be strictly compliance with the development target and planning confirmed by both parties to complete the preparation works of the development design. Party B must communicate the project progress information to party A in time. If party A requests, party B will provide necessary management-level CDM expertise guidance and advisory, or once to twice enterprise CDM expertise trainings.

#### **五、Other Items**

1. This agreement is only a cooperation framework agreement and does not involve in any fee. For detailed cooperation ways and development fee of the CDM project, both parties will sign formal *Agreement of CDM Project Development* after further negotiation. The specific obligation, right, and benefit will be agreed in the agreement.
2. Both parties ensure the reality, validation and legality of the provided assessment data and document of early stage. In the procedure of CDM project design and development preparation, contacts of both parties shall communicate with each

other in time and report to legal representative for confirmation if there is any change in design, planning, and target.

3. The actual CERs generated from the hydropower project and the CDM financial income of this project may vary with the annual electricity supplied to Power Grid, monitoring manners, and CER sales price. Hence, it is prompted in this agreement that there is risk during some specific execution phases of the CDM project. The assessment of the actual generated CERs will be more accurate in the monitoring procedure of the first phase.
4. Both parties must try best to implement the CDM project development. It is regulated in this agreement that party A cannot sign CDM development contract and CERs sales contract with any third party or share any information of CDM development and operation as long as party B fulfills the obligation of the project development framework.
5. For the issues which are not mentioned in this agreement, both parties negotiate in the principal of friendship cooperation.
6. This agreement comes into force on the day on which the agreement is signed. This agreement is prepared in 4 copies. Each party holds 2 copies.

Party A : Cengong County Sancengdong Electric Power Co., Ltd.

Signature : Li Jie-shu

Party B : Guizhou Hongfeng Forestry Clean Development Mechanism (CDM)  
Consultant and Service Co., Ltd.

Signature : Wu Qiao-ming

Date : February 20, 2006



11-CDM

联合国气候变化框架公约 (UNFCCC)

清洁发展机制 (CDM) 项目

## 开发合作框架协议书

项目名称: 岑巩三层洞水电站 CDM 项目

技术领域: 新能源及可再生能源 (小水电站工程)

生产企业: 岑巩县三层洞电力有限责任公司

合作机构: 贵州弘丰林业清洁发展机制 (CDM) 咨询有限公司

签订时间: 二〇〇六年 二 月 二十 日

签订地点: 贵州省 凯里市

# 清洁发展机制 (CDM) 项目开发合作框架协议书

## 一、 基本信息

甲方 (生产企业)	岑巩县三层洞电力有限责任公司		
装机容量(MW)	2.52	预计开工时间	2006年4月
年发电量(KWh)	1000万	预计投运时间	2008年2月
通讯地址	岑巩县龙田镇		
法定代表人	李杰书	项目联系人	李杰书
联系电话	13708555037	传真	
E-mail		网址	
乙方 (合作机构)	贵州弘丰林业清洁发展机制 (CDM) 咨询有限公司		
通讯地址:	贵州省 贵阳市贵乌中路 17 号 省电子研究所 6 楼		
法定代表人	陈世康	项目联系人	吴乔明
联系电话	0851-6761268	传真	0851-6761268
E-mail	wqm6029@163.com	网址	www.hfcdm.com

本框架协议书拟就甲方所属的 岑巩三层洞水电站 清洁发展机制 (CDM) 项目开发合作事项, 双方本着诚信、互利互惠的原则, 经平等协商, 在真实、充分表达各自意愿的基础上, 根据《清洁发展机制项目运行管理办法》及有关法律、法规的相关规定, 达成如下协议书, 并由双方共同恪守, 以兹信用。

## 二、 合作内容与相关技术说明

1、甲、乙双方意欲针对甲方拟建小水电站所采用的发电技术、生产设备、工艺水平, 借助《京都议定书》下的“清洁发展机制”(CDM) 规则开发 CO<sub>2</sub> 等温室气体减排项目, 以额外产生出符合 CDM 要求的温室气体减排量 (CERs), 并与国外 CERs 购买方签订购买/销售协议 (ERPA) 后, 使用或转让该 CERs 指标。

2、该 CDM 项目开发合作中的相关技术主要用于: CDM 项目识别评估、规划设计论证, 基准线方法学应用, PDD 文件 (中、英文版本) 及相关支持文件的编制,

## 五、 其他事项说明

1、本协议书仅为合作框架性协议，不涉及双方的任何费用。对于具体实施的 CDM 项目的合作方式、开发费用等待双方进一步考察协商后，签定正式《CDM 项目开发协议书》，甲、乙双方的责、权、利，具体在其中作全面的约定；

2、甲、乙双方保证所提供的前期评估数据、资料真实、有效、合法。在具体 CDM 项目设计、开发准备过程中若项目设计内容、方案、目标有任何变动，双方联系人应及时相互通报、并报告法人代表确认。

3、具体水电站项目现场产生的实际减排量(CERs)以及因此得到的项目的 CDM 财务收益，可能会因为具体电站的上网电量、监测手段，以及 CER 销售价格等特殊的情况而有所不同。因此，本协议书特别提示，在特定的 CDM 项目执行阶段会有一定的风险，实际产生的减排量(CERs)将在第一阶段的监测过程中进行更为准确的评估。

4、甲、乙双方必须尽最大的努力进行 CDM 项目的开发。本协议特别规定：只要乙方履行了其在项目开发框架内的义务，甲方就不得与其他实体分享与在其企业所属的 CDM 项目开发所签订的协议，以及与开发和实施该类 CDM 项目的行为相关的信息。

5、对本协议书条款未尽事宜，协议书双方应本着友好合作原则，协商解决。

6、本协议书自签署之日起生效。本协议书一式肆份，双方各持贰份。

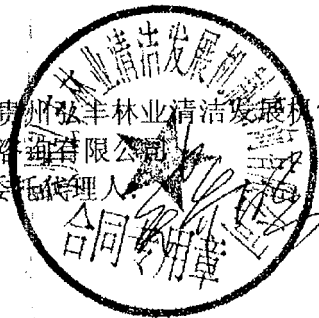
甲 方：岑巩县三辰洞电力有限责任公司

法人代表/委托代理人



乙 方：贵州弘丰林业清洁发展机制有限公司

法人代表/委托代理人



协议书签署日期：2006 年 2 月 20 日

## Wawadong (I)

### Cooperation Letter of Intent for the Clean Development Mechanism (CDM) Project of the Small Hydropower Project

Party A : Liu Yi-ming (Jianhe County Jingjian Hydropower Development Co., Ltd)

Party B : Wu Qiao-ming ( Guizhou Participatory Rural Appraisal Network, GZPRA)

For development cooperation of the CDM project that belongs to Party A, both parties reach the following intention after the preliminary negotiation.

- 一. Both parties agree to develop the CDM projects of the small hydropower station together. The basic information of the small hydropower station and cooperation intention are as follows:
  1. The designed power generating capacity of the small hydropower station is  $2 \times 2,000$  (Wawadong (1)) and  $2 \times 2,000$  (Wawadong (2)) kilowatt. The average power generating capacity of multiple years is  $1,100 \times 10,000$  (Wawadong (1)) and  $1,050 \times 10,000$  (Wawadong (2)) kilowatt hour per year.
  2. The development right of the small hydropower station belongs to Party A. Party A is responsible for the investment and operation of the small hydropower station.
  3. The CDM project is independent from the construction and operation of the small hydropower station. The generated power of the project will be transformed to the certified emission reductions (CER) and sold by Party B. The profit belongs to both parties (the profit sharing proportion will be defined in other contracts).
- 二. Both parties are responsible for the preparatory work individually.
  1. Party A shall do the following work:
    - (1). Raise money for the construction of the small hydropower station and construct facilities based on the approved design to ensure the early production.
    - (2). Sign power purchase agreement with local power supply bureau to ensure that the generated power will be incorporated into National Grid.

- (3). Apply and complete the relevant application documents based on the procedure to ensure the legality and standardization of the hydropower project.
2. Party B shall do the following work:
  - (1). Assess the qualification of the small hydropower station and estimate the CER based on the procedure and rules of the CDM project.
  - (2). Prepare relevant documents. Contact and select international buyers (for example: buyers from Europe) of the CER.
  - (3). Keep contact with management departments in China and international relevant organizations to ensure the development of the CDM project of the small hydropower station. Notify the relevant progress information to Party A in time.
- 三. After the completion of the preparatory work, both parties decide a proper time to sign the official contract.
- 四. The letter of intention is based on the cooperation of both parties. Any change made by any party shall be notified the other in time and confirmed in the manner that both parties agree.
- 五. The specific cooperation content of both parties will be subject to the official contract.

Party A : Jianhe County Jingjian Hydropower Development Co., Ltd

Signature : Liu Yi-ming

Party B : Guizhou Participatory Rural Appraisal Network (GZPRA)

Signature : Wu Qiao-ming

Date : June 18th, 2005

CDM development contract (with CDM consultant)

## 小水电站清洁发展机制 (CDM) 项目合作意向书

Liu Yimin, Jianhe County Jingbian Hydropower Development Co. Ltd

甲 方: 刘奕民 (剑河县景剑水电开发有限责任公司, JHJ)

Wu Qiaoming

乙 方: 吴乔明 (贵州参与式农村发展工作网, GZPRA)

甲、乙双方就属于甲方的 剑河县拉姑河一级、二级水电站 清洁发展机制 (CDM) 项目的合作开发事宜, 经过初步协商, 达成如下合作意向:

一、同意就两电站 CDM 项目开展合作开发申报, 两电站的基本情况和合作意向是:

1、两电站的设计装机容量为 2x2000+2x2000 千瓦, 多年平均发电量为 1100+1050 万度/年;

2、两电站的开发权属于甲方, 并由甲方投资建设和经营生产;

3、两电站 CDM 项目额外于电站本身的建设和生产活动, 所生产的电量转换成的温室气体减排量 (CER) 由乙方代理销售, 收益归双方共有 (分成比例另订立合同约定)。

二、前期工作由甲乙双方各自负责:

1、甲方应做好以下工作:

- (1) 完成两水电站建设资金的筹措, 按审批的设计方案建设, 保证尽早投入生产;
- (2) 尽快与当地供电局 (站) 签订供电协议书, 保证所发电力能全部并入国家电网;
- (3) 按程序申报和完善相关批复手续 (文件), 保证水电站工程的合法和规范。

2、乙方应做好以下工作:

- (1) 按照 CDM 的程序和规则, 做好两水电站的合格性评估和减排量的估算;
- (2) 编制相关文件, 联系和选择相关的 CER 国际买家 (如欧洲买家);
- (3) 与国内主管部门和国外相关机构保持联系, 确保两水电站 CDM 项目的推进, 并及时向甲方通报相关进展和信息。

三、在甲乙双方完成前期工作基础上, 双方商定在适当的时间签订正式合同。

四、本意向书是双方合作的基础, 一方的任何变更应及时通知另一方, 并以双方同意的形式确认。

五、甲乙双方的具体合作内容以双方的正式合同为准。

甲 方: 剑河县景剑水电开发有限责任公司

乙 方: (贵州参与式农村发展工作网)

签 名:

签 名:

签订日期: 2007年6月18日

