

# 委托代理合同书

甲方：六盘水拓源水电开发有限公司

乙方：贵州中水能源发展有限公司

就清洁发展机制项目（以下简称 CDM 项目）的需要，根据《联合国气候变化框架公约》以及《京都议定书》精神，甲方委托乙方为长寨水电站 CDM 项目唯一的代理人，经双方协商，订立以下条款：

## 第一条 委托事项：

与 CDM 项目有关的所有事项，包括但不限于：

- 1、 编制项目设计文件（PDD）和其他相关文件；
- 2、 代表甲方选择 CDM 项目的合作方、CERs 的国际买家，负责对外商务谈判；
- 3、 代表甲方向国家 CDM 管理机构（DNA）、联合国清洁发展机制执行理事会（EB）和 CDM 项目合作方提交相关文件资料；
- 4、 选择指定经营实体（DOE）对该项目进行 CDM 项目认证，向联合国清洁发展机制执行理事会（EB）申请登记注册；
- 5、 选择指定经营实体（DOE）进行 CDM 项目核查核证；
- 6、 向联合国清洁发展机制执行理事会（EB）申请签发 CERs；

7、 其他与 CDM 项目有关的事项。

## 第二条 代理权限：

1、 有权代表甲方选择 CDM 项目 CERs 的买家，确定 CERs 的出让价格；

2、 选择 CDM 项目的合作方、项目的认证机构、核证机构；

3、 有权代表甲方报送、领取 CDM 项目的相关批准文件、注册文件、签发文件和法律文件；

第三条 代理期限：自委托之日起至 CDM 项目实施完毕止。

## 第四条 费用的支付

所有开发 CDM 项目所需要的费用（含项目的考察费、PDD 的编制审查费、项目的认证核证费、项目的注册费等费用）由甲方自行承担，开发费用总共为 30 万元。

## 第五条 甲方义务

1、 委托乙方为 CDM 项目的唯一代理方；

2、 及时为乙方及其指定的代理人出具授权委托书或其他必要的授权文件；

3、 配合乙方及其指定的代理人进行 CDM 项目的申报及实施，为乙方提供工作条件；

4、 接受、配合相关机构对项目的考察、认证、监测、核查、核证和管理。

第六条 乙方义务

- 1、 认真履行代理职责，维护甲方的合法权益；
- 2、 及时向甲方通报项目进展情况和重大事项。
- 3、 自委托之日起两年之内找到买家以及获得中国政府批函。
- 4、 自委托之日起三年内完成项目在联合国清洁发展机制执行理事会的注册。

第七条 本协议未尽事宜，由双方另行商议。

第八条 本协议一式四份，双方各执二份。

第九条 本协议经双方盖章或有权签字人签字后生效。



2005 年 1 月 17 日



2005 年 1 月 17 日

## **Consulting Contract**

**The First Party:** Liupanshui Tuoyuan Group Co. Ltd.

**The Second Party:** Guizhou Zhongshui energy development Co. Ltd.

For the need of Clean Development Mechanism project (here after referred as CDM project), according to the spirit of the 《United Nations Framework Convention on Climate Change》 and 《Kyoto protocol》，the first party entrusted the second party as the only CDM project agent of Changzhai Hydro Power Station. With negotiations, the two parties agreed the items as follows:

### Article 1 Entrusting items

Related to all items of CDM project, including but not limited:

1. Compile the Project Design Document (PDD) and related documents.
2. Represent the first party to choose cooperation partners of CDM project, intentional buyer of CERs and be responsible for the external business negotiations.
3. Represent the first party to submit the reference documents to the CDM Designated National Authority(DNA)、the United Nations CDM Executive Board(EB)、CDM cooperation partners.
4. Choose the Designated Operational Entity(DOE) to do the CDM certification of this project and apply for the registration to the United Nations CDM Executive Board(EB)

5. Choose the Designated Operational Entity to do verification of this project
6. Apply for the issuance of CERs to the United Nations CDM Executive Board(EB)
7. other related items of CDM project

Article 2 authority extents of agent

1. Represent the first party to choose CERs buyer of CDM project and determine the price of CERs
2. Choose cooperation partners、certification authorities、verification authorities of the CDM project
3. Represent the first party to submit and receive the related documents of approval 、 registration documents 、 sign documents and law documents of CDM project

Article 3 Agent period: from the day of entrusting to completing implement of CDM project

Article 4 Payment of the charges

The first party should afford all expenses of CDM project (including project exploration expenses、formulation and verification expenses of the PDD、certification and verification expenses of the project、registration expenses of the project and etc).The total development fees are 300 thousand

#### Article 5 Responsibilities of the first party

1. Entrust the second party as the only one agent of CDM project
2. Supply the letters of attorney or other authorization files to the second party and designated agents in time.
3. Cooperate the second party and designated agents with declaration and implement of the CDM project. Supply the work conditions to the second party
4. Accept and Cooperate the related organizations with exploration、certification、monitoring、verification、authentication and management of the project

#### Article 6 Responsibilities of the second party

1. Perform agent responsibilities with staidness and protect the legal rights of the first party
2. Inform the progress statues and significant issues of the project to the first party
3. Find the buyer and get the LOA from the Chinese government in two years since the day of entrusting
4. Complete registration in United Nations Designated Operational Entity in three years since the day of entrusting

Article 7 The articles which do not mention in this contract should be negotiated by both parties

(a) Article 8 This contract has for identical copies. Both sides have two

(a) copies which have the equal legal effect.

Article 9 This contract will enter into effect after both sides sign and seal

The first party (Sealing): Liupanshui Tuoyuan Group Co., Ltd

The signature of the first legal representative: wenshan Duan

The second party (Sealing): Guizhou Zhongshui Energy Development Co.  
Ltd.

The signature of the second party legal representative: lan..... Li

January 17,2005