

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

Party A : Wang Xian-gen (Rongjiang County Shanjunyan Small Hydropower Station)

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 $2 \times 3,200$ kilowatt. The average power generating capacity of multiple years is $2,750 \times 10,000$ 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 : Rongjiang County Shanjunyan Small Hydropower Station

Signature : Wang Xian-gen

Party B : Guizhou Participatory Rural Appraisal Network (GZPRA)

Signature : Wu Qiao-ming

Date : August 23th, 2005

小水电站清洁发展机制 (CDM) 项目合作意向书

甲方: 王献根 (榕江县三军岩电站 平松村) *Wang Xian Gen, Rongjiang County Sanjunyan Small Hydro power Station.*
乙方: 吴乔明 (贵州参与式农村发展工作网, GZPRA) *Wu Qiaoming.*

甲、乙双方就属于甲方的 榕江县三军岩水电站 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意向是:

- 1、本电站的设计装机容量为 2×3200 千瓦, 多年平均发电量为 2750 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: 榕江县三军岩电站

乙方: 贵州参与式农村发展工作网

签名: 王献根

签名: 吴乔明

签订日期: 2005 年 8 月 23 日

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

Party A : Fan Lie-bo (Rongjiang County Lirong 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 $2 \times 2,000$ kilowatt. The average power generating capacity of multiple years is $1,800 \times 10,000$ 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 : Rongjiang County Lirong Hydropower Development Co.,Ltd.

Signature : Fan Lie-bo

Party B : Guizhou Participatory Rural Appraisal Network (GZPRA)

Signature : Wu Qiao-ming

Date : August 19th, 2005

小水电站清洁发展机制 (CDM) 项目合作意向书

甲 方: Fan Liebo, Rongjiang County Lirong Hydropower Development Co., Ltd.
范烈波 (榕江县丽榕水电开发有限公司, RJLR)

乙 方: 吴乔明 (贵州参与式农村发展工作网, GZPRA) Wu Qiaoming

甲、乙双方就属于甲方的 榕江县料里水电站 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 2×2000 千瓦, 多年平均发电量为 1800 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: 榕江县丽榕水电开发有限公司

乙 方: 贵州参与式农村发展工作网

签 名: [Signature]

签 名: [Signature]

签订日期: 2005 年 8 月 19 日