



Smart Meter Texas Consumer Services Demonstration

Participation Agreement

This Participation Agreement is made by and between Pecan Street Inc. (“Pecan Street”), and _____ [RESIDENT’S NAME] (“Resident”) (collectively, the “Parties”).

In consideration of the mutual covenants herein, the Parties agree as follows:

Definitions

1. The “Project” is Pecan Street’s Smart Meter Texas Consumer Services Demonstration, a consumer field trial to –
 - A. provide participants with secure online access to information about their home’s performance, maintenance needs, electricity usage and utility bill
 - B. enable Pecan Street’s research team led by data scientists at The University of Texas at Austin’s Texas Advanced Computing Center to carry out usability and performance evaluations of third party consumer services for residential customers that integrate the customer’s home utility data, including data provided using Smart Meter Texas 3rd party push access protocols.
2. The “Project Period” is the time period during which Resident and other residents participating in the Project take part. The Project Period starts October 1, 2012 and concludes at the end of the 24th consecutive month of all participants in the Project taking part in the Project.
3. “Resident’s Participation Period” will begin on the Effective Date and conclude on the final day of the Project Period unless the Parties extend pursuant to the terms of this Agreement.
4. A “Project Collaborator” is an entity or person that:
 - A. is collaborating with Pecan Street on the Project research, development and demonstration activities; and
 - B. has executed with Pecan Street a nondisclosure agreement applicable to the Project.
5. “Confidential Information” is any and all information related to the Project or to Resident’s participation in the Project, in which either of the Parties holds a legal interest that is not publicly available. Confidential Information includes any data obtained from Resident through participation in the Project.

Project Research Information

6. In order for Pecan Street to provide Resident with the home performance information at no cost to Resident and to carry out the Project’s research objectives, it is necessary for

Resident to authorize Pecan Street to receive Resident's Smart Meter Texas electricity usage pursuant to the third party access provisions of Smart Meter Texas. Therefore, the Parties agree that Resident will authorize Pecan Street and its agents to download directly Resident's Smart Meter Texas electricity usage information from the Smart Meter Texas portal and install a home energy measurement gateway ("Gateway") at Resident's home at

_____ [ADDRESS]
("Resident's Home").

Pecan Street will provide and install the Gateway through an agreement between Pecan Street and an equipment provider selected by Pecan Street.

7. The Parties agree that Resident's participation in the Home Meter Systems Data Collection is subject to Pecan Street determining, after execution of this Agreement, that Resident's Home is suitable for inclusion in the Project. This determination will be made in Pecan Street's sole discretion. Factors that Pecan Street may consider include, but are not limited to whether Resident's Home has active broadband Internet service (which may be needed for the Gateway to pair properly with the home's smart meter).

Roles and Responsibilities

8. As part of the mutual consideration forming this Agreement, Pecan Street's roles and responsibilities in this Agreement include:
 - A. Installing, when applicable, a Gateway at Resident's Home at a mutually agreed upon time.
 - B. Maintaining the Gateway at Resident's Home from the date of installation through the end of Resident's Participation Period.
 - C. Maintaining liability insurance for any damage caused by the Gateway installed at Resident's Home, and provide proof of such liability insurance upon written request by Resident.
 - D. Carrying out its responsibilities relating to Project Information as specified in the section of this Agreement titled "Project Information Rights and Responsibilities."
9. As part of the mutual consideration forming this Agreement, Resident's roles and responsibilities in this Agreement include:
 - A. If selected for a Gateway installation:
 - I. Permitting and providing access to Pecan Street and its agents to enter Resident's Home to install the Gateway and to conduct a survey of Resident's Home at a mutually agreed upon time.
 - II. Maintaining broadband Internet service and a functioning available Ethernet port without interruption during Resident's Participation Period.
 - III. Not tampering with the Gateway during Resident's Participation Period.
 - B. Participating in and completing a survey administered by Pecan Street ("Project Survey")
 - C. Maintaining electric utility delivery service without interruption during Resident's Participation Period.

- D. Executing Release of Information Authorization forms and Smart Meter Texas Third Party Access authorization forms provided by Pecan Street that grant Smart Meter Texas, Oncor and (where applicable) Resident's retail electric provider(s) and natural gas utility provider the authority to provide to Pecan Street Resident's utility usage and billing history for the period October 1, 2011 through the end of the Project Period ("Utility Data").
 - E. Carrying out Resident's responsibilities relating to Project Information as specified in the section of this Agreement titled "Project Information Rights and Responsibilities."
10. The Parties agree that at the conclusion of the Project Period, this Agreement will renew annually for 12 months ("Annual Renewal Period") provided that Pecan Street mails a \$50 payment to Resident prior to the conclusion of the Project Period or Annual Renewal Period. If Resident elects to discontinue participation in the Project pursuant to this Agreement, Resident will notify Pecan Street of Resident's decision to discontinue by providing written notice in the manner specified in this Agreement.

Treatment of Confidential Information

11. Pecan Street shall not use any Confidential Information except as necessary in order to carry out its research work, and it shall not disclose any Confidential Information to any third parties (except to Project Collaborators as provided herein). Pecan Street shall take reasonable security precautions, at least as great as the precautions it takes to safeguard its own confidential information, to prevent disclosure of the Confidential Information.
12. The Parties agree that it is necessary to provide Confidential Information to Project Collaborators for the purposes of carrying out the Project and that Pecan Street may provide Confidential Information to a Project Collaborator subject to separate nondisclosure agreements between each Project Collaborator and Pecan Street.
13. Upon request by Resident, Pecan Street shall provide complete, unedited copies of all nondisclosure agreements between it and a Project Collaborator.

Project Information Rights and Responsibilities

14. Resident conveys to Pecan Street the following rights to the data that Pecan Street collects and receives pursuant to this Agreement ("Project Information"):
- A. Joint ownership of Resident's legal interest to the data that Pecan Street collects from Resident's Home, including Project Information and data from any systems that are the subject of any addenda to this Agreement.
 - B. A non-transferable, irrevocable license to the Utility Data.
15. Pecan Street may store Project Information and Utility Data on University of Texas computer systems.
16. Pecan Street and its assignees may include Project Information and Utility Data as part of required reporting to the Department of Energy, in academic papers and in presentations so long as the Project Information and Utility Data so included in no way identifies any individual Resident's identity or the address of Resident's Home.
17. Resident's conveyance to Pecan Street of a joint ownership interest in Resident's legal interest to Project Information collected from Resident's Home is in consideration for the

mutual covenants contained in this Agreement, including these specific covenants by Pecan Street:

- A. Pecan Street will treat Resident's Project Information as Confidential Information.
18. Resident's conveyance to Pecan Street of a non-transferable, irrevocable license to the Utility Data is in consideration for the mutual covenants contained in this Agreement, including these specific covenants by Pecan Street:
- A. Pecan Street will treat the Utility Data as Confidential Information.
19. The Parties recognize the critical importance to the Project of uninterrupted data flow of utility usage data. In recognition of this, Resident agrees to the following:
- A. In the event that (where applicable) the Gateway malfunctions, Resident agrees to provide access to Pecan Street at a mutually agreeable time no later than three business days after the malfunction is detected.
 - B. Resident will notify Pecan Street if Resident moves from Resident's Home during the Project Period and/or if additional housemates are added.
20. If Resident moves to a new address within a Smart Meter Texas service territory, this Agreement will remain in full force for the new residence. Resident agrees to execute any new authorization forms that might be required for Pecan Street to access Project Information and Utility Data for the new residence. Additionally, if Pecan Street has installed a Gateway at Resident's Home, Resident authorizes Pecan Street at its sole discretion to install the Gateway (or a replacement Gateway) at Resident's new residence, and Resident agrees to provide Pecan Street and its agents with access to Resident's new home to install and maintain the Gateway in the manner specified in this Agreement.
21. If Resident moves to a new address outside the Smart Meter Texas territory, Resident agrees to provide Pecan Street with time to work with the next resident so that data collection can continue uninterrupted at the home after Resident moves.
22. Resident agrees to provide this notice that Resident is moving in writing to Pecan Street at least two weeks prior to Resident moving. Resident further agrees that, as part of this written notice, Resident will provide to Pecan Street the name and contact information of all persons who will reside at Resident's Home after Resident moves who are authorized to agree to assignment of this Agreement.

Assignment

23. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, which consent shall not unreasonably be withheld.

Severability

24. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, that portion shall be severed and a new enforceable provision shall be substituted therefore to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of this Agreement shall remain in full force and effect.

Notices

25. All notices and requests under this Agreement must be in writing and, except as specifically provided elsewhere in this Agreement, any changes to this Agreement must be in writing and signed and acknowledged by both Parties to be effective. All written notices shall be deemed to be given to the other Party upon a certified or registered mailing if addressed as follows (unless such addresses are changed by written notice):

For Pecan Street: Pecan Street Inc.
Attention: Executive Director
West Pickle Research Building – The University of Texas
3925 West Braker Lane
Austin, TX 78759

For Resident: _____ (name)

_____ (email)

No Waiver; Amendment; Exclusive Agreement

26. No failure or delay by any of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement may not be modified, supplemented or amended orally, but may only be modified, supplemented or amended by a writing signed by the duly authorized representatives of the Parties to this Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties regarding such subject matter.

Effective Date

27. The Effective Date of the Agreement is _____.

Agreed to and Accepted:

Resident

By: _____
[NAME]

Pecan Street Inc.

By: _____
Brewster McCracken, Executive Director