



Pecan Street Inc. Home Energy Research Study Participation Agreement

This Participation Agreement is made between Pecan Street Inc., a Texas non-profit corporation (“Pecan Street Inc.”), and _____ [RESIDENT’S NAME] (“Resident”) (collectively, the “Parties”).

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

Definitions

1. The “Home Energy Research Study” is the study of real-time home utility usage funded by a grant from the Doris Duke Charitable Foundation.
2. “Resident’s Participation Period” will begin on the date of execution of this Participation Agreement and conclude December 31, 2012 unless the Parties agree in writing after execution of this Agreement to different dates. In the event the Parties agree in writing to different dates, those dates shall be the applicable Resident’s Participation Period.
3. A “Project Collaborator” is an entity or person that:
 - A. is collaborating with Pecan Street Inc. on the Home Energy Research Study; and
 - B. has executed with Pecan Street Inc. a nondisclosure agreement related to the Home Energy Research Study.
4. “Confidential Information” is any and all information related to the Home Energy Research Study or to Resident’s participation in the Home Energy Research Study, in which either of the Parties holds a legal interest that is not publicly available. Confidential Information includes utility consumption data.

Home Energy Research Study

5. The Parties agree that Pecan Street Inc. and its agents will install utility consumption data collection equipment (“Data Collection Equipment”) at Resident’s home at _____ [ADDRESS] (“Resident’s Home”). The Data Collection Equipment will initially be equipment provided and installed by Pecan Street Inc. through an agreement between Pecan Street Inc. and a selected provider.
6. The Parties agree that Resident’s participation in the Home Energy Research Study is subject to Pecan Street Inc. determining, after execution of this Agreement and prior to completing installation of Data Collection Equipment, that Resident’s Home is suitable for inclusion in the Home Energy Research Study. This determination will be made in Pecan Street Inc.’s sole discretion. Factors that Pecan Street Inc. may consider include, but are not limited to, the following:
 - A. Whether the Resident’s Home has active broadband Internet service (which is needed for the Data Collection Equipment to function properly)

- B. Whether the Resident's Home has an available, functioning Ethernet port into which the Home Energy Management System can be plugged
- C. The Home Energy Research Study project's interest in measuring load profiles in a diverse group of homes with a variety of appliances, factors and systems to create learning on a variety of systems. (For example, the Home Energy Research Study's statistical work is helped by having access to information on the load profiles of homes with and without solar panels, with electric and gas ovens, with children and without children, with one resident and with more than one resident, among many unlisted factors.)

Roles and Responsibilities

- 7. As part of the mutual consideration forming this Agreement, Pecan Street Inc.'s roles and responsibilities in this Agreement include:
 - A. Install Data Collection Equipment at Resident's Home, including inside Resident's Home, at a mutually agreed time.
 - B. Maintain the Data Collection Equipment at Resident's Home from the date of installation through the end of Resident's Participation Period.
 - C. Remove Data Collection Equipment at the end of Resident's Participation Period at a mutually agreed time. Pecan Street Inc. will remove the Data Collection Equipment no later than 15 business days after the end of Resident's Participation Period unless the Parties agree otherwise.
 - D. Maintain liability insurance for any damage caused by the Data Collection Equipment installed at Resident's Home, and provide proof of such liability insurance upon written request by Resident.
 - E. Carry out its responsibilities relating to Home Energy Research Study as specified in the section of this Agreement titled "Data Rights and Responsibilities."
- 8. As part of the mutual consideration forming this Agreement, Resident's roles and responsibilities in this Agreement include:
 - A. Permit and provide access to Pecan Street Inc. and its agents to enter Resident's Home to install Data Collection Equipment and to conduct a survey of Resident's Home at a mutually agreed time.
 - B. Participate in and complete a survey administered by Pecan Street Inc. ("Home Energy Research Survey")
 - C. Maintain utility service with Austin Energy without interruption during Resident's Participation Period and with Texas Gas Service (if Resident's Home has gas service)
 - D. Maintain broadband Internet service and a functioning available Ethernet port without interruption during Resident's Participation Period.
 - E. Not tamper with the Data Collection Equipment during Resident's Participation Period.
 - F. Execute Release of Information Authorization forms attached to this Agreement that grant Austin Energy, Austin Water Utility and Texas Gas the authority to share Resident's utility usage and billing history for the period April 1, 2010 through December 31, 2012 ("Utility Data") with Pecan Street Inc.

- G. Carry out Resident’s responsibilities relating to the Home Energy Research Study as specified in the section of this Agreement titled “Data Rights and Responsibilities.”

Treatment of Confidential Information

- 9. Pecan Street Inc. 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 Inc. 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.
- 10. The Parties agree that it is necessary to provide Confidential Information to Project Collaborators for the purposes of carrying out the Home Energy Research Study and that Pecan Street Inc. may provide Confidential Information to a Project Collaborator subject to separate nondisclosure agreements between each Project Collaborator and Pecan Street Inc.
- 11. Upon request by Resident, Pecan Street Inc. shall provide complete, unedited copies of all nondisclosure agreements between it and a Project Collaborator.

Data Rights and Responsibilities

- 12. Resident conveys to Pecan Street Inc. the following rights to the data that Pecan Street Inc. collects and receives pursuant to this Agreement:
 - A. Joint ownership of Resident’s legal interest to the data Pecan Street Inc. collects from Resident’s Home.
 - B. A non-transferable, irrevocable license to the Utility Data.
 - C. Pecan Street Inc. may store the Home Energy Research Data and Utility Data on University of Texas computer systems.
 - D. Pecan Street Inc. and its assignees may include Home Energy Research Data and Utility Data information as part of required reporting to the Doris Duke Charitable Foundation, the Department of Energy, in academic papers and in presentations so long as the Home Energy Research Data and Utility Data so included in no way identifies any individual Resident’s identity or the address of Resident’s Home.
- 13. Resident’s conveyance to Pecan Street Inc. of a joint ownership interest in Resident’s legal interest to the Home Energy Research Data collected from Resident’s Home is in consideration for the mutual covenants contained in this Agreement, including these specific covenants by Pecan Street Inc.:
 - A. Pecan Street Inc. will treat Resident’s Home Energy Research Data as Confidential Information.
- 14. Resident’s conveyance to Pecan Street Inc. 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 Inc.:
 - A. Pecan Street Inc. will treat the Utility Data as Confidential Information.

15. The Parties recognize the critical importance to the Home Energy Research Study of uninterrupted data flow of utility usage data. In recognition of this, Resident agrees to the following:
 - A. In the event that the Data Collection Equipment malfunctions, Resident agrees to provide access to Pecan Street Inc. at a mutually agreeable time no later than three business day after the malfunction is detected.
 - B. Resident will notify Pecan Street Inc. if Resident moves from Resident's Home during the Home Energy Research Period and/or if additional housemates are added. If Resident moves, Resident agrees to provide Pecan Street Inc. with time to work with the next resident so that data collection can continue uninterrupted at the home after Resident moves. Resident agrees to provide this notice that Resident is moving in writing to Pecan Street Inc. at least two weeks prior to Resident moving. Resident further agrees that, as part of this written notice, Resident will provide to Pecan Street Inc. 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.

Enhanced Energy Audit

16. In consideration for the mutual covenants in this Agreement, Pecan Street Inc. will pay for a Single Family Enhanced Energy Audit of Resident's Home in compliance with the City of Austin's Energy Conservation Audit and Disclosure Ordinance ("Home Audit") (with a typical value ranging from \$200 to \$300).
17. The Parties agree that Pecan Street Inc. will be considered the client for purpose of directing work for the Enhanced Energy Audit and that Pecan Street Inc. and Resident will have equal, undivided ownership interests in the audit results.
18. Pecan Street Inc.'s selected Providers will schedule the Enhanced Energy Audit at a mutually agreed time between the Provider and Resident. Upon receipt of the report prepared by the certified energy auditor in compliance with the City of Austin's Energy Conservation and Disclosure Ordinance, Pecan Street Inc. will provide a true and correct copy of the audit report to Resident.
19. At the conclusion of Resident's Participation Period, Pecan Street Inc. will provide Resident with a personalized, confidential, detailed report on the measured utility usage of Resident's Home during the Home Energy Research Study.

Assignment

20. 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

21. 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

22. All notices and requests under this Agreement must be in writing and, except as specifically allowed herein, any changes to this Agreement must be in writing and signed

and acknowledged by both Parties to be effective. All written notices hereunder 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 Inc.: Pecan Street Inc.
Attention: Executive Director
3925 West Braker Lane
Austin, TX 78759

For Resident: _____ (name)
_____ (street address)
_____ (city, state ZIP)
_____ (phone)
_____ (email)

No Waiver; Amendment; Exclusive Agreement

23. 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.

Agreed to And Accepted:

Resident

By: _____ (signature)
_____ (printed name)

Pecan Street Inc.

By: _____
Brewster McCracken, Executive Director