



Pecan Street Inc. Energy Internet 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 the Pecan Street Project Energy Internet Demonstration, a smart grid demonstration project in Austin, Texas for which the Department of Energy has awarded funding under Funding Opportunity Announcement 36.
2. The “Home Systems Deployment” is the phase of the Project consisting of deploying, testing and evaluating home smart grid systems, pricing simulations and integrated clean energy technologies in participating residents’ homes that is centered around Home Energy Management Systems.
3. The “Home Systems Deployment Period” is the time period during which Resident and other residents participating in the Home Systems Deployment take part in this phase of the Project. The Home Systems Deployment Period starts October 1, 2011 and concludes at the end of the 24th consecutive month of all participants in the Home Systems Phase taking part in the Home Systems Phase.
4. “Resident’s Participation Period” will begin on the Effective Date and conclude on the final day of the Home Systems Deployment Period unless the Parties extend pursuant to the terms of this Agreement.
5. 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 related to the Project.
6. “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 Home Systems Deployment Data.

Home Systems Deployment

7. The Parties agree that Pecan Street and its agents will install Home Energy Management Systems equipment (“HEMS Equipment”) at Resident’s home at

[ADDRESS]

(“Resident’s Home”). The HEMS Equipment will be provided by Pecan Street through an agreement between Pecan Street and a HEMS provider selected by Pecan Street.

8. The Parties agree that Resident’s participation in the Home Systems Deployment is subject to Pecan Street determining, after execution of this Agreement and prior to completing installation of HEMS Equipment, that Resident’s Home is suitable for inclusion in the Home Systems Deployment. This determination will be made in Pecan Street’s sole discretion. Factors that Pecan Street may consider include, but are not limited to, the following:
 - A. Whether Resident’s Home has active broadband Internet service (which may be needed for the HEMS Equipment to function properly)
 - B. Whether Resident’s Home has an available, functioning Ethernet port into which the Home Energy Management System can, if needed, be plugged
 - C. The Home Systems Deployment project team’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 Systems Deployment project team’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 3-, 4- and 5-Star Green Building ratings, with children and without children, with one resident and with more than one resident, among many unlisted factors.)

Roles and Responsibilities

9. As part of the mutual consideration forming this Agreement, Pecan Street’s roles and responsibilities in this Agreement include:
 - A. Installing HEMS Equipment at Resident’s Home, including inside Resident’s Home, at a mutually agreed upon time.
 - B. Maintaining the HEMS Equipment at Resident’s Home from the date of installation through the end of Resident’s Participation Period.
 - C. Removing HEMS Equipment at the end of Resident’s Participation Period at a mutually agreed upon time. Pecan Street will remove the HEMS Equipment no later than 15 business days after the end of Resident’s Participation Period unless the Parties agree otherwise.
 - D. Maintaining liability insurance for any damage caused by the HEMS Equipment installed at Resident’s Home, and provide proof of such liability insurance upon written request by Resident.
 - E. Carrying out its responsibilities relating to Home Systems Deployment Data as specified in the section of this Agreement titled “Home Systems Deployment Data Rights and Responsibilities.”
10. As part of the mutual consideration forming this Agreement, Resident’s roles and responsibilities in this Agreement include:
 - A. Permitting and providing access to Pecan Street and its agents to enter Resident’s Home to install HEMS Equipment and to conduct a survey of Resident’s Home at a mutually agreed upon time.

- B. Participating in and completing a survey administered by Pecan Street (“Home Systems Deployment Survey”)
 - C. Maintaining utility service with Austin Energy without interruption during Resident’s Participation Period.
 - D. Maintaining broadband Internet service and a functioning available Ethernet port without interruption during Resident’s Participation Period.
 - E. Not tampering with the HEMS Equipment during Resident’s Participation Period.
 - F. Executing 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 October 1, 2010 through January 1, 2015 (“Utility Data”) with Pecan Street.
 - G. Participating in a simulated pricing model test with no financial risk to Resident. Select participants may have the opportunity to participate on a voluntary basis in a pricing test that may involve additional compensation for participation.
 - H. Carrying out Resident’s responsibilities relating to Home Systems Deployment Data as specified in the section of this Agreement titled “Home Systems Deployment Data Rights and Responsibilities.”
11. The Parties agree that at the conclusion of Resident’s Participation 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 Resident’s Participation 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

12. 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.
13. 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.
14. Upon request by Resident, Pecan Street shall provide complete, unedited copies of all nondisclosure agreements between it and a Project Collaborator.

Home Systems Deployment Data Rights and Responsibilities

15. Resident conveys to Pecan Street the following rights to the data that Pecan Street collects and receives pursuant to this Agreement:
- A. Joint ownership of Resident’s legal interest to the data that Pecan Street collects from Resident’s Home, including Home Systems Deployment Data 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.
16. Pecan Street may store the Home Systems Deployment Data and Utility Data on University of Texas computer systems.
 17. Pecan Street and its assignees may include Home Systems Deployment Data and Utility Data information as part of required reporting to the Department of Energy, in academic papers and in presentations so long as the Home Systems Deployment Data and Utility Data so included in no way identifies any individual Resident's identity or the address of Resident's Home.
 18. Resident's conveyance to Pecan Street of a joint ownership interest in Resident's legal interest to the Home Systems Deployment Data 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 Home Systems Deployment Data as Confidential Information.
 19. 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.
 20. The Parties recognize the critical importance to the Home Systems Deployment of uninterrupted data flow of utility usage data. In recognition of this, Resident agrees to the following:
 - A. In the event that the HEMS Equipment 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 Home Systems Deployment Period and/or if additional housemates are added. If Resident moves, 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. 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

21. 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

22. 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

23. 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: 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

24. 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

25. The Effective Date of the Agreement is _____.

Agreed to and Accepted:

Resident

By: _____
[NAME]

Pecan Street Inc.

By: _____
Brewster McCracken, Executive Director