



**Powernet in Homes Participant Agreement**  
Between

The Board of Trustees of Leland Stanford Jr. University operating through SLAC National Accelerator Laboratory (“Stanford / SLAC”) located at 2575 Sand Hill Road, Menlo Park, CA 94025 and

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[Homeowner name and address] (“Homeowner”)

for the purposes of enabling Homeowner’s participation in the Powernet in Homes Project.

**Definitions**

1. The “Powernet in Homes Project” is an ARPA-E/US Department of Energy (DOE) and California Energy Commission (CEC) (collectively, “Funding Agencies”) grant funded research project, awarded to Stanford University and SLAC National Accelerator Laboratory (collectively, “Stanford/SLAC”).<sup>1</sup>
2. Homeowner’s Participation period will begin on the Effective Date and concludes two years after the Effective Date unless renewed in writing by the Parties.
3. “Effective Date” is the date on which an “Authorized Install” or this Agreement is signed by the Homeowner, whichever occurs later.
4. A “Project Collaborator” is an entity or person that:
  - a. Is collaborating with or that contracts with Stanford/SLAC for the purpose of hardware installation and testing, conducting research, development and demonstration activities and
  - b. Has executed with Stanford University/SLAC an agreement regarding project collaboration such as sonnen Inc. or electrician contractor(s).
5. “Confidential information” is any non-publicly available data obtained from Homeowners through participation in the Project. This information is limited to information regarding house characteristics (size and age) demographics (how many people live in the

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<sup>1</sup> APRPA-E Grant DE-AR0000697 and CEC Grant EPC-15-047

house), and the following personal information: name, e-mail, address, phone number, and energy consumption.

6. "Authorized Install" shall mean an installation conducted by an electrician or technician, who is a vetted independent contractor authorized by Stanford/SLAC or project collaborators, such as sonnen Inc. or SunTechDrive to perform equipment (as defined further herein) installations or Project-related work at participating residences.
7. "Equipment" shall mean a NEST® thermostat, E-Gauge monitoring equipment and sonnen Inc, battery energy storage system.

### **Powernet in Homes: General Scope**

8. In order for Stanford/SLAC to provide Homeowners with home performance information at no cost to Homeowners and to carry out the Project's research objectives, Homeowners agree to authorize Stanford/SLAC Equipment at the address specified in this form.
9. Stanford/SLAC will provide the Equipment for an Authorized Install. The Parties agree that Homeowner participation in the Project is subject to Stanford/SLAC determining, after the execution of this Agreement, that Homeowner's premises are suitable for inclusion in the Project. This determination will be made in Stanford/SLAC's sole discretion. Factors that Stanford/SLAC may consider include, but are not limited to the following:
  - a. Whether the premises have active broadband Internet services (needed for equipment to function properly);
  - b. The Project team's interest in measuring and managing loads in a diverse group of homes with a variety of appliances, factors, and systems to create learning on a variety of systems;
  - c. Adequate homeowner insurance policies are in place;
  - d. Availability for installation and for accessing the premises.
10. Only some Homeowners will be selected for battery installation in a second phase of the Project. If the Homeowner is selected for battery installation in phase two of the Project, then an amendment to this Agreement will be negotiated and agreed between the Parties.

### **Summary of Roles and Responsibilities**

As part of the mutual consideration forming this Agreement, ***Stanford / SLAC agrees to perform the following:***

11. Installing Equipment at Homeowners' Premises at a mutually agreed upon time.
12. Hiring contractors with liability insurance and requisite training to perform an Authorized Install.
13. Maintaining Homeowners' Confidential Information in a secure way and only using that information for the research purposes specified herein.

14. Removing any Equipment or leaving the Equipment at the termination of the study as requested by the Homeowner, provided that Homeowner meets all the requirements of this Agreement.

As part of the mutual consideration forming this Agreement, ***Homeowner agrees or represents and warrants to the following:***

15. Homeowner is the owner of record of the premises identified herein or has the express written permission of the owner of record to participate in the Project and allow Stanford / SLAC and its contractors to perform the activities, including an Authorized Install, as specified herein;
16. Homeowner currently maintains, and shall maintain for the duration of the Project, standard property insurance with policy limits at or above the current replacement value of the premises, and a true and accurate copy of the declaration page of the applicable property insurance has been provided to Stanford / SLAC;
17. Homeowner shall permit and provide access to Stanford / SLAC's Authorized Installers and Stanford / SLAC's personnel to enter Homeowner's premises to install the Equipment, maintain the Equipment, conduct an energy audit and/survey of the premises, and perform any other necessary Project activities, at a time or times (as applicable), mutually agreed upon between the Parties.
18. Homeowner shall maintain broadband internet service and a functioning available Ethernet port without interruption during Homeowner's Participation Period.
19. Homeowner and any guests or occupants shall not tamper with the Equipment during Homeowner's Participation Period.
20. Homeowner shall participate in and complete surveys administered by Stanford University / SLAC ("Project Survey(s)")
21. Homeowner shall maintain electric utility service without interruption during Homeowner's Participation Period.

### **Treatment of Homeowner's Confidential Information**

22. Stanford University / SLAC shall not use Homeowner's Confidential Information except as necessary in order to carry out its research work, and Stanford University / SLAC shall not disclose such Confidential Information to any third parties (except in a de-identified fashion, such as to Project Collaborators and Funding Agencies as provided herein and in FAQ). Stanford University / SLAC 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 Homeowners' Confidential Information such as Homeowners' identity or address.

### **Homeowner Data Ownership and Uses**

23. In consideration for payment-free access to Home Performance Information collected from the Equipment, and mutual covenants contained in this Agreement, Homeowner

conveys to Stanford University / SLAC sole ownership of the data that Stanford University / SLAC collects and/or receives pursuant to this Agreement, i.e., Confidential Information.

24. Stanford University / SLAC and its assignees may include Confidential Information in research reporting and /or presentations in a de-identified format such that no individual Homeowner's information is disclosed.
25. The Parties recognize the critical importance to the Project of uninterrupted flow of electricity consumption data. In recognition of this, Homeowner agrees to the following:
  - a. In the event that (where applicable) the Equipment malfunctions, Homeowner agrees to provide Stanford University / SLAC with access to Homeowners' Premises at a mutually agreeable time no later than three business days after the malfunction is detected.
  - b. Homeowner will notify Stanford University / SLAC if Homeowner moves from Homeowner's Premises during Homeowner's Participation Period and/or if additional housemates are added.
26. If Homeowner moves to a new address, the Parties may mutually agree that this Agreement remain in full force for the new residence, in which event, Homeowner agrees to execute any new authorization forms that might be required for Stanford University / SLAC to access Project Information for the new residence. Additionally, Homeowner authorizes Stanford University / SLAC at its sole discretion to install the Equipment (or replacement Equipment) at Homeowner's new premises, and Homeowner agrees to provide Stanford University / SLAC and its agents with access to Homeowner's new premises to install and maintain the Equipment in the manner specified in this Agreement.
27. If Homeowner moves to a new address, Homeowner agrees to support Stanford University / SLAC with time to work with the Next Homeowner so that the Project research can continue uninterrupted at Homeowner's Premises after Homeowner moves. Homeowner agrees to provide written advance notice of Homeowner's move to Stanford University / SLAC at least two weeks prior to Homeowner's move. Homeowner further agrees to facilitate connecting Stanford University / SLAC with the Next Homeowner, for example, by obtaining permission from the Next Homeowner (s) to share name and contact information of the person/persons in Next Homeowner's household with legal capacity to agree to assignment of this Agreement. For the purpose of this Agreement, Next Homeowner shall mean anticipated or actual occupants of Homeowner's Premises after Homeowner moves to a new address.

### **Limitation of Liability**

28. Stanford / SLAC assumes no cost or obligation, express or implied, for damage to, destruction of, or loss of Homeowner's property or equipment, or for any other harm, damage, death, or injuries to property or persons arising from or relating to this agreement. Homeowner shall hold the University harmless for any damage to or loss of

its property and any harm or injury (including bodily injury or death) to any persons unless such damage, loss, harm, or injury is caused by the Stanford / SLAC's gross negligence or willful misconduct.

29. The Parties waive all claims against each other for consequential and punitive damages arising out of or relating to this Agreement.

## **Insurance**

30. Homeowner shall provide to Stanford / SLAC evidence of property insurance as described herein. Homeowner agrees that Stanford / SLAC shall be deemed an additional insured under the Homeowner's policies for their activities under this Agreement. Such coverage shall be primary coverage.

## **Indemnity**

31. Homeowner agrees to defend, hold harmless and indemnify Stanford / SLAC, its trustees, officers, agents, employees and students (hereinafter collectively referred to as the "Stanford Releasees"), so that the Stanford Releasees shall not at any time or to any extent be liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property of whatsoever kind or nature, which may be suffered or sustained by reason of or in connection with the agreement, except those arising by reason of the negligence or willful misconduct of Stanford / SLAC.

## **Trademarks and Publicity**

32. Homeowner may not use: (i) Stanford / SLAC name or trademarks, (ii) the name or trademarks of any organization related to Stanford, or (iii) the name of any Stanford faculty member, employee, student or volunteer without the prior written consent of Stanford. Permission may be withheld at Stanford's sole discretion. This prohibition includes, but is not limited to, use in press releases, advertising, marketing materials, other promotional materials, presentations, case studies, reports, websites, software application or interfaces, and other electronic media.

## **Term and Termination**

33. This Agreement shall extend for the term of Homeowner's Participation Period.

## **Assignment**

34. 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.

## Notices

35. 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 Homeowner upon a certified or registered mailing if addressed to the signatories below at the Homeowner's Premises identified. Notices to Stanford / SLAC shall be delivered via e-mail to the addressees identified in Paragraph 40.

## MISCELLANEOUS

36. Complete Agreement. This Agreement contains the entire agreement between the Parties hereto relating to the Project. No other agreement, statement or promise relating to the Project made by either Party or by or to any employee, officer, director, trustee or agent of either Party that is not in writing, dated subsequent to or concurrent with the date hereof, and signed by both Parties to this Agreement, shall be binding on the Parties.
37. Severability. Any portion or provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions hereof in such jurisdiction or, to the extent permitted by law rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.
38. Waivers. No waiver of any default hereunder shall be deemed a waiver of any other default then existing or hereafter occurring. All waivers shall be in writing to be effective.

## Contacts for questions or problems.

39. If you have any questions, concerns or complaints about this research, its procedures, risks and benefits, contact either of the Project Directors. The Project Directors Contacts are Claudio Rivetta and June Flora, whom you can reach by email [rivetta@SLAC.stanford.edu](mailto:rivetta@SLAC.stanford.edu) or 650 796-9104 and [jflora@stanford.edu](mailto:jflora@stanford.edu) or 650 400-8069, respectively.

Stanford general counsel address:  
Building 170, Main Quad, Stanford, CA 94305

## Agreed to and Accepted

By completing and submitting this form, the Homeowner /s are accepting the terms of the agreement.

This agreement is agreed to and accepted by

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[Print Homeowner one Name]

And

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[Print Homeowner two Name]

on the Date indicated below.

Please check off the additional project components that you agree to:

\_\_\_\_ 1. Accept that, if your home is selected for battery installation, then the battery installed in the home can be charge/discharged during the energy tests.

\_\_\_\_ 2. Agree that the Equipment, i.e., Nest thermostat and E-Guage hardware installed in your home, can be managed and accessed by Stanford/SLAC researchers until the conclusion of the Project.

\_\_\_\_ 3. Give researchers access to your Confidential Information.

**Homeowner number one:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Homeowner number two:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Homeowner's Premises: