

- a. In the event Contractor fails to perform the Services to the satisfaction of UTEP in accordance with this Agreement or breaches any provision of this Agreement, upon written notice to Contractor, the Contractor will have five (5) working days to cure the deficiency or breach. In the event Contractor fails to cure within said time limit, UTEP may, in its sole discretion:
 - i. Cure any resulting deficiency and deduct the cost of the same from any payment then or thereafter due Contractor; or
 - ii. Immediately terminate this Agreement, with such termination effective as of the expiration of said period without further action by either party.
 - b. UTEP may terminate this Agreement in its sole discretion, with or without just cause, upon fifteen (15) days written notice to Contractor, with such termination effective at the expiration of said period without further action by either party.
 - c. Upon termination of this Agreement by either party, Contractor shall immediately deliver or release to UTEP all work products or work-in-progress created through the date of termination and return all UTEP property (i.e. data, information, etc.) that was provided to perform Services. UTEP shall pay Contractor for work performed pursuant to Paragraph 3.b.
4. Ownership of Work Product(s) and Intellectual Property. Any and all materials generated by or on behalf of the Contractor while performing the Services (including but not limited to designs, images, videos, surveys, tool, protocols, reports, analyses, and any other work product of any kind) and all intellectual property rights, including but not limited to patents and copyrights etc, relating thereto (“Work Product”) are and shall be the sole property of UTEP. Contractor hereby assigns to UTEP its entire right, title and interest necessary to vest ownership in UTEP of any and all Work Product, and agrees to do all acts and execute all documents necessary to vest ownership in UTEP of said Work Product. Contractor further agrees to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents necessary to vest ownership in UTEP of said Work Product.
5. The Contractor agrees to return and/or provide all data files used in the evaluation analyses to the PI. The PI will be responsible for ensuring that all data used in the analyses are available for data-sharing and replication. This paragraph shall survive any completion, expiration or termination of this Agreement.

6. Publication: Any reports or work documents resulting from work on this project, program or proposal must be submitted to the Principal Investigator (PI) prior to publication.
7. Confidentiality and Storage. All information provided by UTEP is UTEP's property and must remain confidential. For purposes of this Agreement, "Confidential Information" shall mean any confidential, proprietary, or trade secret information of UTEP disclosed to Contractor in written, verbal, or other form. Contractor agrees to hold all Confidential Information in the strictest confidence and not to disclose any Confidential Information to any third party without the prior written consent of UTEP. Contractor shall securely store and use Confidential Information solely for the purpose of performance under this Agreement and shall disseminate Confidential Information only to those of its employees and agents requiring access to Confidential Information for purposes of such performance and who are made aware of the confidentiality obligations set forth in this Agreement and agree to be bound thereby. Contractor agrees that if it is required by subpoena, court order, judicial decree, or other legal requirement to disclose any Confidential Information, Contractor shall immediately notify UTEP and provide reasonable cooperation to UTEP's efforts to prevent or limit such disclosure. This paragraph shall survive any completion, expiration or termination of this Agreement.

UTEP Administrator/Principal Investigator (PI)	"Contractor" _____ _____
Signed: _____	Signed: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____