

**APPENDIX B**  
**EESC-USP REPRESENTATIVE LETTER AGREEMENT**

Date: \_\_\_\_\_

|                           |   |
|---------------------------|---|
| Name: (nome do aluno USP) | IBM Reference Agreement Number: A1361187  |
| EESC-USP                  | Term: Same as Referenced Agreement Number |
|                           | IBM Manager Responsible: Bulent Kurdi     |
|                           | User ID Required: Yes/No                  |

Dear :

You acknowledge that you have read the terms of the above referenced Agreement. By signing below, you agree to comply with the terms of the Agreement (and any subsequent amendment thereto) regarding the disposition of intellectual property rights. In the event that you have not granted sufficient rights to the intellectual property that you create under the Agreement to EESC-USP (“University”) to enable the University to convey to IBM the intellectual property rights specified in the Agreement, by signing below, you grant directly to IBM licenses to your intellectual property of the same scope as those granted to IBM by the University in the Agreement. In addition, you agree to comply with any requests from IBM to perfect the grant to such rights. Furthermore, by signing below, you confirm that you are not obligated, and will not assume any obligation, that calls for a disposition of intellectual property rights that is inconsistent with the terms of the Agreement, including this Appendix. Such obligations may include, but not be limited to, sponsored research agreements, shared resources, consulting engagements, funding grants, and employment agreements. You agree to notify IBM immediately in writing if you believe any of these obligations to third parties may be applicable.

While the Agreement does not identify any IBM confidential information, you may be exposed to IBM confidential information if you visit IBM. You will be required to hold any information identified and/or marked IBM Confidential in trust and confidence for IBM. Although you are not considered an employee of IBM, you will be required to comply with the Security and Use Standard Guidelines for IBM Employees (Document ITCS300) and IBM Technical Ethics Guidelines. Your responsibilities for the protection of IBM's information and assets will be further explained to you, as necessary, by the IBM Manager responsible for this Agreement. Additionally, you will be required to comply with all safety rules in the area in which you work.

Technology and software furnished under this agreement are subject to United States export/re-export control laws and regulations. You agree to comply with such laws and regulations, including complying with the terms of the US export license exception authorizing IBM to furnish the technology and software to you. Except as permitted by appropriate US government license, export license exception, or otherwise permitted by regulations, you agree not to export, directly or indirectly, any technology or software provided by IBM or their direct product to any of the following countries or to the nationals of any of the following countries, wherever they may be located : Armenia, Azerbaijan, Belarus, Cambodia, Cuba, Georgia, Kazakhstan, Kyrgyzstan, Iran, Iraq, Laos, Libya, Macau, Moldova, Mongolia, Myanmar (Burma), North Korea, People's Republic of China, Russia, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and Vietnam. You acknowledge these obligations survive the termination of any agreement under which the technology and/or software was provided to you.

IBM does not wish to receive any confidential information from you. It is understood that any information received by IBM will not be of a confidential nature to you or any third party, nor will IBM's receipt of such information establish a confidential relationship of any kind.

Please sign below to concur with the above, and to verify your country of citizenship for purposes of U.S. Export Regulation compliance, and return a signed and dated copy of this letter to Brian Clark, Contracts Professional, who will administer the Agreement, as a PDF file by e-mail to: [bdclark@us.ibm.com](mailto:bdclark@us.ibm.com)

Accepted and Agreed to:

**University Representative:**

Signature: \_\_\_\_\_  
 Printed Name: nome do aluno USP  
 Date: \_\_\_\_\_  
 For Compliance with U.S. Export Regulations:  
 US Citizens or Permanent Resident: \_\_\_\_\_  
 Foreign National List Country: BRAZIL

**IBM:**

IBM Manager Responsible: \_\_\_\_\_  
 Project Number to be charged: \_\_\_\_\_  
 IBM Manager Serial No. \_\_\_\_\_  
 Dept. No. \_\_\_\_\_ Date \_\_\_\_\_