

SUPPLEMENTAL AGREEMENT

Between

The Volvo Research Foundation, the Volvo Educational Foundation, the Dr. Pehr G. Gyllenhammar Research Foundation, and the Håkan Frisinger Research Foundation; together known as the Volvo Research & Educational Foundations (the "Foundations")

and

Indian Institute of Technology Delhi (the "Host Institute")

1. BACKGROUND

- 1.1 Pursuant to an agreement dated 3 September/17 October 2002 (the "Main Agreement") entered into between the Foundations and the Host Institute (hereinafter collectively referred to as the "Parties" and each one of them a "Party"), the Foundations have *inter alia* agreed to award the Recipient an Annual Grant for one (1) year, to be paid out to the Host Institute for the purpose of establishing a Center of Excellence in New Delhi, India.
- 1.2 Furthermore, the Foundations have according to the Main Agreement declared their intent to take into consideration the Program submitted by the Recipient and have included in their future planning the prospect of giving continued Annual Grants during the five year period stated in the Time Schedule, while it is clearly understood by the Parties that no legally binding undertaking whatsoever is made by the Foundations to award an Annual Grant for more than a one year period at a time.
- 1.3 Discussions have taken place between the Parties concerning the establishment at the Host Institute of a sponsored position as Associate Professor or Professor (the "Chair") for Transportation Planning for Control of Accidents and Pollution with Special Reference to Non-Motorised Transport and Vulnerable Road Users.

NOW THEREFORE, the Parties have agreed as follows:

2. DEFINITIONS

Unless stated otherwise in this Agreement, terms defined in the Main Agreement shall have the same meanings when used in this Agreement.

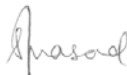


3. SCOPE OF THE AGREEMENT

- 3.1 The Chair shall be designated the Volvo Associate Professor or the Volvo Professor for Urban Transport, whichever is applicable.
- 3.2 The trade name Volvo, owned by Volvo Trademark Holding Aktiebolag, is one of the most valuable assets within the entire Volvo sphere. It is therefore of utmost importance that the trade name retains its value. The Host Institute is aware of and accepts the fact that it is an essential precondition for the Foundations that Volvo Trademark Holding Aktiebolag retains absolute control of the trade name Volvo at all times.
- 3.3 The Host Institute is only entitled to use the trade name Volvo during the term of this Agreement and the Foundations may at any time give a written notice to the Host Institute declaring that the Host Institute is no longer entitled to use the trade name Volvo in connection with the designation of the Chair.
- 3.4 Should the Host Institute not immediately stop intentionally using the trade name Volvo intentionally after receiving a written notice in accordance with Clause 3.3 above, the Foundations are entitled to liquidated damages in the amount of Swedish kronor five hundred thousand (SEK 500,000) each time the Host Institute infringes the prohibition to use the trade name Volvo.
- 3.5 The faculty member appointed to the Chair will be associated with the Transportation Research and Injury Prevention Programme (the "TRIPP") at the Host Institute.
- 3.6 In order to institute and operate the Chair, the Host Institute is hereby entitled to use an amount equivalent to Indian Rupees five million (INR 5,000,000) (the "Chair Grant") of the allowance made available to the Host Institute by the Foundations under the Main Agreement.
- 3.7 The Chair Grant shall be prudently invested by the Host Institute according to the Host Institute's Guidelines, applicable from time to time. When the Chair Grant has been invested by the Host Institute, it shall be considered requisitioned by the Recipient in accordance with article 2.5 of the Main Agreement.
- 3.8 The interest from the invested Chair Grant shall be utilised by the Host Institute for any academic purpose related to the TRIPP's activities (including hiring of research students/staff, undertaking of domestic or international travel by the person holding the Chair (the "Holder") or the Holder's students or colleagues; incurring expenses towards specialized training in India or abroad; procuring equipment, supplies, books or source support services; inviting the Holder's collaborators for short visits to the Host Institute etc., and to pay, at the Holder's option, an honorarium as per the Host Institute's Guidelines for the duration that the Holder is appointed to hold the Chair. The unutilized funds at the tenure of the appointment of the Holder, if any, shall be returned to the Chair Grant.



- 3.9 The appointment of the Holder shall be made by the Host Institute on the recommendation of a Selection Committee consisting of the following persons:
- a. The Director of the Host Institute as Chairman
 - b. Two experts from a panel approved by the Host Institute's Board of Governors as Members
 - c. One nominee of the Foundations as Member
 - d. The Deputy Director Faculty of the Host Institute as Member
- 3.10 The Host Institute shall, as soon as reasonably feasible and preferably within three months from the date hereof, establish the Chair and appoint an Associate Professor or Professor for the Chair. In case the Chair remains vacant for more than three months, the Host Institute and the Foundations will take necessary steps to ensure that the Chair is filled as soon as possible.
- 3.11 A person will hold the Chair for a maximum period of five (5) years and the Holder's responsibilities shall be as those of an Associate Professor or Professor at the Host Institute, whichever is applicable. The Holder shall be expected to fulfil the normal obligations of an Associate Professor or Professor (whichever is applicable) of the Host Institute and to undertake activities related to the objectives of the Chair. However, continuation into the fourth and fifth years will be subject to review at the end of the third year. Further, an individual may be eligible to be considered for re-appointment, together with other eligible candidates, for a period of up to 5 years (without a break) any number of times.
- 3.12 At the end of the tenure of the Chair, a Management Committee will review the work performed. The term of the Chair can be extended for another period of five years after the review of the work performed. The Management Committee will consist of the following persons;
- a. The Director of the Host Institute as Chairman
 - b. Two nominees of the Foundations
 - c. Two Faculty members of the Host Institute nominated by the Director of the Host Institute
- 3.13 The Holder shall, within three months after the end of each fiscal year, provide the Foundations with an annual report of the work performed, as well as the income and expenditure during the previous year and the research and academic work proposed to be undertaken in the coming year.
- 3.14 The Holder shall also make a presentation of the work performed in public (including international conferences) during the second and fourth year of each five year term.
- 3.15 In the event the Management Committee decides not to extend the term of the Chair in accordance with item 3.12 above, the Chair Grant shall be returned to the Host Institute to be utilized in accordance with the terms of the Main Agreement.



4. **TERM**

4.1 This Agreement shall take effect when it has been signed by both Parties.

4.2 Each party shall have the right to terminate this Agreement upon one (1) month prior written notice to the other Party.

MISCELLANEOUS

4.3 In any outcome of the research done by the Holder that leads to publication of papers, monographs etc., the role of the Foundations will be duly acknowledged. Any outcomes leading to registrable Intellectual Property Rights in respect thereof in the form of patents, copyrights or designs and all other intellectual property rights in respect thereof shall be the joint property of the Foundations and the Host Institute. Either the Host Institute or the Foundations may apply for registration of such rights in the joint name of the Foundations and the Host Institute in consultation with each other. The cost of such registration shall be shared equally between the Parties.

4.4 Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties, and nothing in this Agreement shall be construed to constitute either Party to be the agent or employee of the other or authorize either Party to incur any expenses on behalf of the other Party without obtaining the other Party's written consent.

4.5 Changes or additions to this Agreement shall be made in writing and signed by both Parties.

5. **ASSIGNMENT**

This Agreement shall not be assigned or transferred by any Party except with the written consent of the other Party.

6. **SERVICE OF NOTICES**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by telex or facsimile transmission (receipt confirmed) during normal business hours of the recipient, or on the third business day following mailing, if mailed by certified or registered mail, postage prepaid, in each case addressed as follows.

To the Foundations:
AB Volvo
Avd. 640 – Juridik
SE-405 08 Göteborg
SWEDEN
Facsimile: +46 31 69 86 08



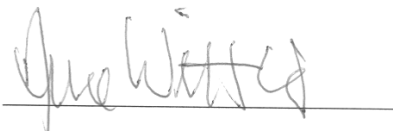
To the Host Institute:
Indian Institute of Technology
Hauz Khas
New Delhi 110016
INDIA
Facsimile: +91 11 2685 8703

7. **DISPUTES AND APPLICABLE LAW**

This Agreement shall be subject to the provisions of dispute resolution and applicable law as set out in the Main Agreement, which are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) copies of which they have taken one (1) each.

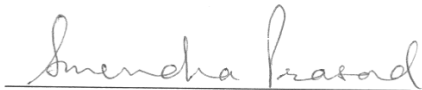
Place: Delhi
Date: 25th March 2007



Signed for and on behalf of

THE VOLVO RESEARCH FOUNDATION
THE VOLVO EDUCATIONAL FOUNDATION
THE DR. PEHR G. GYLLENHAMMAR RESEARCH FOUNDATION
THE HÅKAN FRISINGER RESEARCH FOUNDATION

Place: Delhi
Date: 25th March 2007



Signed for and on behalf of

THE INDIAN INSTITUTE OF TECHNOLOGY

