



AGREEMENT FOR HONORARY AWARD PROGRAM



This Agreement (“Agreement”) is made and entered into as of the **February 24, 2025** (the “Effective Date”), by and between the following Parties:

Party 1: ORANGE COUNTY UNIVERSITY (“OCU”), a private university located in Los Angeles, California is Approved by the State of California Bureau for Private Postsecondary Education (BPPE), Certified by the Student and Exchange Visitor Program (SEVP), accredited by the Transnational Association of Christian Colleges and Schools (TRACS), and is a candidate with the Accreditation Council for Business Schools and Programs (ACBSP) accreditation for its business programs and accounting program.

Party 2: AIMLAY (eduPartner) Aimlay is a higher education-oriented platform hosting diverse courses delivered by renowned universities all over INDIA.

PREAMBLE:

WHEREAS, eduPartner is interested in working with OCU to deliver the **Honorary Award program**. OCU is interested in working with eduPartner to deliver said program. NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. HONORARY AWARD PROGRAM

- 1.1. Description.** The Honorary Award Program recognizes those who have made profound and enduring contributions to scholarship, culture, and improved quality of life in society at large. These individuals demonstrated extraordinary achievements in such areas as research, scholarship, education, artistic creation, social activism, human rights, humanitarian outreach, or as recognized by the faculty as being consistent with the values of higher education.
- 1.2. Policy Statement.** Honorary awards are subject to approval by the Honorary Selection Committee. In making its recommendations for the honorary awards and in considering the kinds of people to be honored, it will focus on the following categories as deserving of recognition:
 - 1.2.1.** People of academic prominence in the broad fields of research and scholarship of particular interest to the University;
 - 1.2.2.** Entrepreneurs and others distinguished in business and industry;
 - 1.2.3.** Those who have contributed with distinction to the University; such people might also fall into one or more of categories (i) to (iii) above.
- 1.3. Nomination.** Honorary candidates must be nominated using the [HONORARY NOMINATION form](#).
- 1.4. Criteria**
 - 1.4.1. Resume or Curriculum Vitae (CV)** that outlines professional experience.
 - 1.4.2. Degrees and certificates** completed from all Colleges or Universities.
 - 1.4.3. Achievements, awards, or acknowledgements** received or has been conferred.
 - 1.4.4. Titles of publications,** presentations, and creative achievements in the area of professional achievement and growth, using the applicable headings.
 - 1.4.5. Description of professional/service contributions to the community** at the city, state, national, and/or international levels.
- 1.5. Processing Time.** eduPartner shall submit to OCU, at least four (4) weeks before each scheduled event.

2. **DONATION.** OCU requires a donation for processing the honorary award. The donation is used to fund areas for the students to benefit. Honoree may choose where the donation will go. If Honoree has no preference, then OCU shall allocate funds as needed.
 - 2.1. **Library.** The acquisition of gifts and donations should be evaluated based on OCU's Mission Statement and policy. Accepted monetary donations shall be added to the library budget and improve the library services, including but not limited to increase library print holdings, expand internet library system, invest in newer computer technologies, and employ additional support staff.
 - 2.2. **Technology.** The acquisition of gifts and donations should be evaluated based on OCU's Mission Statement and policy. Accepted monetary donations shall be added to the technology budget and improve technology in newer computer technologies, digital learning tools, such as computers and handheld devices; expands course offerings, softwares and applications that enhance the learning experience, and employ additional support staff.
 - 2.3. **Student Organizations.** OCU's Student Association (ISA) serves as the student governance organization. The ISA is involved in community outreach, volunteering, professional networking activities, social activities, and reaching out to other schools. Donations can help the ISA to hold and offer more events so that their impact can reach more of the Los Angeles Community. In the future, OCU plans to allow other student organizations to form, for example, with a cultural or professional goal. The donation could help to allow students to get these organized.

3. TERMS.

OCU agrees to:

- 3.1. Grant eduPartner non-exclusiverights, limited to **INDIA**.
- 3.2. Add eduPartner to [OCU's website](#) as a distinguished partner.
- 3.3. Review all candidates nominated by eduPartner within five (5) business days to approve, request additional evidence, or reject. If a candidate is approved, OCU shall process within four (4) weeks of receiving a complete candidate file and donation.
- 3.4. With three (3) months notification, send one (1) representative for each conference, award ceremony, or similar event organized, whereas all travel and lodging expenses are covered by eduPartner. The representative shall be the University President, Chief Academic Officer, Program Chair, Member of the Board of Directors, senior faculty member, or Emeritus OCU member.
- 3.5. Allow eduPartner to work within its own network in order to recruit for OCU Honorary Program, as long as it complies with the other clauses of this agreement.

eduPartner agrees to:

- 3.6. As described in Section 1, comply with the policies of the Honorary Award Program, submit all necessary documentation and evidence of achievements.
- 3.7. As described in Section 1.4, screen to ensure that only distinguished individuals from various industries who merit special recognition for genuine achievement and distinction in a field or activity consonant with the mission of the University are nominated.
- 3.8. Recruit a minimum of candidates per quarter: **30, total 90 for remainder of year.**
- 3.9. Remit a donation in the amount **of \$600 USD for Honorary Doctorate.**
- 3.10. **Remit any courier and shipping fees.**
 - 3.10.1. **Minimum 25 packages, OCU incurs the courier fees. Less than 25, eduPartner incurs courier fees.**

3.10.2. Courier fees to be determined (TBD).

3.11. Cover travel and lodging expenses for each conference, award ceremony, or similar event organized if requesting a representative, i.e. University President, Chief Academic Officer, Program Chair, Member of the Board of Directors, senior faculty member, or Emeritus OCU member.

4. TERMINATION.

4.1. Term. This Agreement expires on **December 31, 2026 and** is renewable with the written consent and agreement by both parties.

4.2. Early termination. This Agreement may be terminated at any time by either Party so long as the notice of termination is in writing and sent to the other Party at least three (3) months prior to the date of termination. The notice of termination shall specify:

4.3. Reasons for early termination. Reasons for early termination include, but are not limited to performance (80% of projected enrollments), fraud or misrepresentation, breach, prior agreement, illegal practices, unethical practices, either party losing its licenses and legal ability to carry out its operation, storm, fire, lightning, earthquake, COVID-19 or other global pandemic, other acts of god, or government actions that is completely outside the control of the Parties.

4.4. Termination date. If the notice of termination fails to include the required termination date, such notice shall be deemed null and void. Further, the notice can be sent to either Party by email, personal delivery, or FedEx to the respective Party's representative(s) as specified in **Section 7 NOTICE** of this Agreement.

5. NOTICE. All notices hereunder shall be in writing and shall be deemed given when delivered personally, delivered by Certified USPS, FedEx/UPS tracked courier, or electronic mail.

If to OCU, to:

Ryan Doan, Director of Business Development
ORANGE COUNTY UNIVERSITY

17799 Cartwright Rd.
Irvine, CA 92614

E: rdoan@oc.university
W: <https://ocu.university/>
T: +1-714-458-3231

If to eduPartner

Mr. Rakesh Gupta, Director
AIMLAY

412 Fourth Floor, D Mall, Bhagwan
Mahavir Marg, Swarn Jayanti Park, Sector
10, Rohini, Delhi, 110085

E: rnd.manager@aimlay.com
W: www.aimlay.com
T: 8287-801-801

6. FORCE MAJEURE. If any provision, term, condition, or covenant of this Agreement cannot be performed or delayed due to storm, fire, lightning, earthquake, COVID-19 or other global pandemic, other acts of god, or government actions that is completely outside the control of the Parties, neither Party shall be held liable for such delay or non-performance under this Agreement.

7. NON-ASSIGNABILITY. This Agreement is not assignable by OCU or eduPartner without the express written consent of the other Party (which shall not be unreasonably withheld or delayed). Any assignment by either Party that occurs without the written consent shall be deemed null and void, and also be considered as a breach of this Agreement.

8. BINDING TO SUCCESSORS. This Agreement shall insure to the benefit of and be binding on the Parties, their successors and permitted assignees.

9. AUTHORITY. The individuals executing this Agreement hereby warrant and represent that they are fully authorized to execute this Agreement.

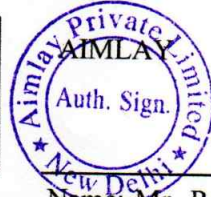
10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties and no representations, inducements, warranties, promises or agreements, oral or otherwise, between the Parties not

expressed hereunder shall be of any force or effect. This Agreement may not be amended, except by a writing executed by both Parties.

11. **GOVERNING LAW.** This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce.
12. **CONFIDENTIALITY.** The contents of this contract will be treated as strictly confidential. The parties will not provide or make public any content or any clause of this contract to any third party except where it is required by law or with the approval of the other party.
13. **ADDENDUM.** The parties could sign an addendum to change conditions of the agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first written above.

ORANGE COUNTY UNIVERSITY



[Handwritten signature in green ink]

Name: Ryan Doan, President/CEO

Name: Mr. Rakesh Gupta, Director