

XPP

Extract from the Global Compendium Supporting Document

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1. Exchange Product Policies (XPP)

1.1 Definition

- 1.1.1** The **Exchange Product Policies (XPP)** is the official document that governs and defines Responsibilities, Procedures, and Protocols for every AIESEC experience that falls under its exchange products: *Global Entrepreneur, Global Talent, and Global Volunteer*.
- 1.1.2** The XPP is mandatory for every Exchange Participant, Opportunity Provider, AIESEC Entity and any other party involved with an AIESEC Exchange at all stages from contract signature as well as, approval on AIESEC's official platform.
- 1.1.3** The document is composed by its most recent version updated at the latest AIESEC International Legislative Meeting (ILM), and its Annexes, each of which may also be updated, if needed, at every ILM. Every person and organization willing to engage in an AIESEC Experience must acknowledge that they have read and understood the XPP, including its Annexes. Below, as the current annexes complimentary to XPP we have:

- 1.1.3.1** **Annex 1:** The Global Safety Guideline
- 1.1.3.2** **Annex 2:** The Official Case Application Template
- 1.1.3.3** **Annex 3:** The Harassment Protocol Templates
- 1.1.3.4** **Annex 4:** The Control Boards Guideline
- 1.1.3.5** **Annex 5:** The Extraordinary Appeal Guideline

1.2 Applicability

- 1.2.1** Any stakeholder or party involved with an AIESEC Exchange Product is required to:
- 1.2.1.1** Observe all aspects of the XPP, be informed of its content and respond in a timely and constructive manner to any complaints, which may arise at any stage.
 - 1.2.1.2** Follow all the responsibilities stated in the XPP Annexes. The Global Safety Guideline & XPP Caput 9. Anti-Harassment and Violence Protocol, and all its clauses.
 - 1.2.1.3** Fulfill any and all private, written mutual agreements with Exchange Participants (EPs) and Opportunity Providers (OPs) relating to responsibilities of one party to another.

1.3 Liability

- 1.3.1** AIESEC International Inc., AIESEC Member Committees (MC), AIESEC Sending Entity (SE) and AIESEC Hosting Entity (HE) may not be held liable for carrying out their respective

responsibilities as described in these policies with the exception of their gross negligence or intentional fault. Without limitation, the aforementioned entities ***shall never be held liable:***

- 1.3.1.1** In the case of refusal from the authorities to provide a visa, work permit or any other legal document or authorization needed by the EP to participate in the exchange due to factors that AIESEC entities cannot control.
- 1.3.1.2** In the case of false, inaccurate or incorrect information **provided** by the EP or the OP resulting in the approved stage, provided they were not aware of the information being false.
- 1.3.1.3** In case of accident(s) and injury suffered or incurred by the EP during the exchange.
- 1.3.1.4** In the case of damages caused by the EP to the OP, or to any other third party during the exchange.
- 1.3.1.5** In the case of damages or loss of any working material (such as laptop, computers, documents, camera, cell phone, etc.) provided to the EP by the OP or any other stakeholder, for work or other purposes.
- 1.3.1.6** For any consequential or indirect damages, including loss of income or profits.
- 1.3.1.7** Where the failure to fulfil their obligations has been caused by circumstances beyond their control (proof required), such as if it is a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), War, Invasion, Act of foreign enemies, Hostilities (whether war is declared or not), Civil war rebellion, Revolution, Insurrection, Military or usurped power or confiscation, Terrorist activities, Nationalization, Government sanction, Blockage, Embargo, Labour dispute, Strike, Lockout or Interruption or failure of electricity and/or other necessities.
- 1.3.1.8** In the case the EP causes direct or indirect damage to the organization because of his/her actions such as theft or infringement of intellectual property.

2. Table of contents

Article Topic	Section	Major Clauses
AIESEC Experience	3	Definition, Phases, Products & ELD basic criteria.
ELD Responsibilities	4	Criteria to be an EP and OP & Pre Exchange rules for HE & SE.
ELD Policies	5	General Policies applicable to any stage of any AIESEC exchange.
ELD Before approval	6	Minimums of the pre approval phase to be executed by all parties.
ELD Approval to realization	7	Minimum processes, responsibilities and rules to be followed and applied by all parties from APD until RE. Approval status cancellation policies.
ELD Realization to completion	8	Minimum processes, responsibilities and rules to be followed and applied by all parties from RE to FI/CO. Exchange extension rules and Realization status cancellation policies.
Complaint and Case solving flow	9	How any party can raise and solve an exchange complaint - Its protocol and timelines. How AIESEC internally can ask for consultancy during an issue and how to appeal on cases.
Compensation policies	10	Possible penalties & compensations applicable to exchange cases violations.
Complaint lodging and Whistleblowing protocol	11	Reporting misconducts that are not necessarily a Exchange Case but could harm the organization and exchange involved parties.
AIESEC Anti-Harassment and violence protocol	12	Internal protocol to prevent & resolve Harassment and Violence related situations. Definition of Harassment.
Glossary of Terms/Acronyms	13	Glossary of document Terms/Acronyms

3. AIESEC Experience

3.1 Definition

3.1.1 The AIESEC Experience is the set of opportunities we provide as an organization to engage and develop leadership among young people.

3.2 Phases

3.2.1 The complete experience consists of three different and independent phases:

Phase		Definition	
3.2.1.1	Engagement with AIESEC (EWA)	3.2.1.1.1	The Engagement with AIESEC phase exists to spark an interest in young people to develop themselves and to contribute to a better world.
		3.2.1.1.2	Products in this phase should facilitate an inner & outer journey and spark a want for internal change in a young person.
		3.2.1.1.3	Products in this phase should intentionally begin to develop one or more of the AIESEC leadership development qualities.
		3.2.1.1.4	Products in this phase should transmit a clear call to action and introduce opportunities that a young person can take to start their contribution to a better world.
3.2.1.2	Experiential Leadership Development (ELD)	3.2.1.2.1	This phase enables young people to develop their leadership through learning from practical experiences in challenging environments.
3.2.1.3	Lifelong Connection (LLC)	3.2.1.3.1	This phase includes every person who has gone through AIESEC's Experiential Leadership Development Phase or has been a member of AIESEC embodies what we envision while being a leader in everyday life.

3.3 Current Products of Engagement with AIESEC (EwA) Phase

Product	Definition
Youth Speak Forum	Youth Speak Forum powered by AIESEC is an event run by youth for youth. It is a forum where inspiration and collaboration convert into action. This event brings together both young and senior leaders to form a diverse cross-sector and multigenerational space for inspiring conversations around pressing global, national, and local issues. It is an attractive and engaging approach to making AIESEC relevant for any young person and a way to get involved with no barriers and low commitment. It is also an opportunity to create commitments and projects that organizations and stakeholders can support.
Local Volunteer	Local Volunteer is an Engagement with AIESEC product which gives a preview into what an AIESEC Global Volunteer experience looks like. It allows local youth to volunteer on a project or inside an NGO to address one of the Sustainable Development Goals for 6-8 weeks, alongside Global Volunteer participants.

3.4 Current products of Lifelong Connection (LLC) Phase

3.4.1 The Lifelong connection (LLC) phase has no products currently.

3.5 Current Products of Experiential Leadership Development (ELD) Phase

3.5.1 AIESEC ELD offers three products being: Global Talent (GT), Global Entrepreneur (GE), and Global Volunteer (GV):

Product	Definition
Global Talent	Global Talent is an opportunity for a young person to develop leadership qualities of self-awareness, solution orientation, empowering others and world citizenship by living a cross-cultural professional experience. In the product a young person works abroad to advance their goals.
Global Entrepreneur	Global Entrepreneur is an opportunity for a young person to develop leadership qualities while living a cross-cultural experience with a start-up organization. In the product, a young person works abroad in a startup organization with entrepreneurs to advance their goals and grow.
Global Volunteer	Global Volunteer is an opportunity for a young person to develop leadership while living a cross-cultural volunteer experience. Through this product a young person volunteers abroad on social impact projects that contribute to the Sustainable Development Goals.

3.5.2 Every ELD Product should fulfill the criteria as stated below:

Product	Minimums	Duration	Working Hours
3.5.2.1 Global Talent	<p>3.5.2.1.1 HE to provide an internship in a hosting organisation, through which an EP contributes to the goals of the organisation, completes a job description requiring special expertise or skills.</p> <p>3.5.2.1.2 The internship should include the development of practical skills and knowledge in a foreign environment to complement the EP's higher educational background or field of career aspirations.</p> <p>3.5.2.1.3 The EP is supervised and evaluated by one or more full-time employee of the host OP.</p>	<p>3.5.2.1.4A Minimum of 6 weeks and a Maximum 78 weeks</p> <p>3.5.2.1.5 The same EP cannot extend in the same OP once 78 weeks are completed.</p> <p>3.5.2.1.6 If OP and EP agree to extend the experience for over 78 weeks, AIESEC will not have responsibility</p>	<p>Minimum of 35 hours/ week, Maximum of 45 hours/ week</p>

		or role in facilitating this.	
3.5.2.2 Global Entrepreneur	<p>3.5.2.2.1 HE to provide an international experience in a start-up, through which EPs bring new ideas, solutions to enhance start-up's performance.</p> <p>3.5.2.2.2 The internship create opportunities for young people to work, learn, develop their leadership and entrepreneurial skills and contribute to start-up goals.</p> <p>3.5.2.2.3 GE EPs can have different types of start-up experiences, their roles and mentorship provided should contribute to their experience of working in a start-up or becoming an entrepreneur themselves.</p>	3.5.2.2.4. A minimum of 6 week, Maximum of 78 weeks.	Minimum of 25 hours/ week, Maximum of 40 hours/ week.
3.5.2.3 Global Volunteer	<p>3.5.2.3.1 HE to provide an international volunteer experience through which EPs develop themselves while empowering individuals, communities or organisations.</p> <p>3.5.2.3.2 The internship should be focused on areas and issues with the needs for direct social impact and sustainable solutions.</p> <p>3.5.2.3.3 GV EPs may have different types of volunteer experiences, including using professional skills, to contribute to their personal development and positive impact on the society.</p>	3.5.2.3.4. A Minimum of 6 weeks, and a Maximum 8 weeks.	Minimum of 25 hours/ week, Maximum of 40 hours/ week.

3.5.3 Every ELD Product also must satisfy:

3.5.3.1 The overall XPP as it reads in its most recent version, all the annexes, & the exchange standards currently in place.

3.5.4 In case of any violation of XPP, sanctions, remedial measures and the responsible party are provided per the Compensation Policies described under the section 10 of this document.

3.5.5 Any entity can request Consultancy for the Internal Control Board if the Compensation Policies for a specific case are not clear or if any proof, validation, and other questions, needs to be clarified.

3.6 Current Definitions of AIESEC Membership

3.6.1 AIESEC Membership is divided into:

3.6.1.1 Team Leaders.

3.6.1.2 Anyone taking a leadership position within the organization (local, national, global level) with a minimum of three members in the team.

3.6.2 Team Leader Definition:

3.6.2.1 Team Leader Experience is an opportunity for a young person to develop AIESEC's leadership qualities through leading and guiding others in their work and experience at a local, national, regional or global level.

3.6.2.2 We provide a Team Leader experience through the practical learning with real resources and the experience of managing a team while delivering the standards for a team experience. Team Leaders contribute to the development of others while ensuring AIESEC's performance and the delivery of its experiences.

3.6.2.3 A team leader should live by the AIESEC values.

3.6.2.4 A young person gains the following through a Team Leader Experience:

- a. The opportunity to go through AIESECs Leadership Development Model and develop qualities of Self-Awareness, Solution Orientation, Empowering Others and World Citizenship.
- b. A practical team leader or executive leadership body experience.
- c. Personal and professional development.
- d. Practical competencies development.
- e. Access to a global network.
- f. Activities which develop an entrepreneurial and responsible attitude towards being a better leader.

3.6.3 Team Members Definition:

3.6.3.1 Anyone fulfilling a job description within a team in the organization (local, national and global level), supported by a team leader.

3.6.3.2 Team Members Experience is an opportunity for a young person to develop AIESEC's leadership qualities by living a practical team experience at a local, national, regional or global level.

3.6.3.3 We provide a Team Member experience through providing a practical learning and development experience to a young person, who takes responsibilities towards managing AIESEC's performance and the delivery of its experiences.

3.6.3.4 A team member should live by the AIESEC values.

3.6.3.5 A young person gains the following through a Team Member Experience:

- a. The opportunity to go through AIESECs Leadership Development Model and develop qualities of Self-Awareness, Solution Orientation, Empowering Others and World Citizenship.
- b. A practical team experience.
- c. Practical competencies development.
- d. Access to a global network.
- e. An entrepreneurial and responsible attitude towards being a better leader.

4. Experiential Leadership Development (ELD) General Management

This phase enables young people to develop their leadership through learning from practical experiences in challenging environments.

4.1 General Exchange Criteria for Exchange Participant

4.1.1 To qualify as an Exchange Participant a person has to fulfill all the criteria as stated below:

- 4.1.1.1 Be a person with age between 18 - 30 years old at the moment of signature of the exchange contract & approval on the Official Platform.
- 4.1.1.2 A person is considered 30 years old until the day before their 31st birthday.
- 4.1.1.3 Demonstrate understanding of the purpose of the Exchange Products the applicant is applying for.
- 4.1.1.4 Demonstrate language proficiency in language required in OP form and/or any other language necessary for an exchange.
- 4.1.1.5 Demonstrate the capability of living and working in a foreign culture.
- 4.1.1.6 Has academic and/or working qualifications and skills suitable to his/her desired type of exchange.
- 4.1.1.7 Understands his/her role as an ambassador of his Sending Entity (SE).

4.1.2 Any Exchange Participant (EP) also has to comply with the following:

- 4.1.2.1 An Individual can only take up a maximum period of 36 months of AIESEC Exchange Products in total. These 36 months can be allocated whenever and in whichever order, as long as they follow the minimum and maximum duration of AIESEC exchanges as outlined in every product section of this document, and respect and follows the XPP.
- 4.1.2.2 An Individual can only apply for an Exchange with a Sending Entity (SE) that is in any country or territory in which he/she has lived for a minimum period of six (6) weeks. This period can not be considered as living if they were enrolled in any kind of AIESEC Exchange Product.
- 4.1.2.3 An Exchange Participant can have its Exchange in any entity with the exception of entities in which he/she lived for more than two (2) years in the last ten (10) years. The starting date of the last ten (10) years should be considered from the date that the EP applies to the Exchange selection process of the HE.

CEED, MC, and AI experiences may be excluded from this two-year period.

4.1.2.4 An individual also can realize his/her exchange in the Country or Territory of their second citizenship if he/she has not lived there for more than two (2) years in the last ten (10) years. In this case it is the responsibility of EP, SE and HE to agree and check compliance with National Laws and possible implications on work permit, contracts, etc.

4.1.3 An individual does not have the right to apply and experience an AIESEC Exchange Products if any of the following applies:

4.1.3.1 If he/she does not have the legal capacity to enter into legal agreements with its SE.

4.1.3.2 If he/she cannot legally travel abroad independently, with or without parent/legal guardians formal authorization and without requiring the HE to have legal power of attorney over the individual.

4.1.3.3 If he/she previously violated the XPP.

4.1.3.4 If he/she does not agree and/or can not meet with the conditions stated in the XPP document.

4.1.3.5 If he/she has the intention to bring any relative or companion along, during the period of exchange. The EP is only allowed to bring their child/minor under guardianship with formal written confirmation and approval of both HE and OP. SE, HE and OP are not liable or responsible for the support, safety, visa & legalities, logistics, wellness nor living condition of the minor during the exchange.

4.2 General Exchange Criteria for Opportunity Providers

4.2.1 To qualify as an Opportunity Provider the company/organization has to fulfill all the criteria stated below:

4.2.1.1 Be legally registered company/organisation in the territory of operations.

4.2.1.2 Support AIESEC's values.

4.2.1.3 Aim to create or support direct positive impact in communities through their activities, initiatives, or projects. Can be from public, private, or social sector, or a project.

4.2.1.4 Aim to enhance their organization through involving an Exchange Participant (EP), improving their processes or growing their organizational performance.

4.2.1.5 Be able to provide an adequate working environment to ensure the EP does not have their life put at risk or suffer any kind of harassment or discrimination by race, colour, gender, sexual

orientation, creed, and religion, national, ethnic social origin, age.

4.2.1.6 Be able to provide clear legal status for visa, invitation and any other legal conditions in the hosting country/territory, fulfilling all its responsibilities as described in this document.

4.2.2 A Company/organization does not have the right to apply and experience an AIESEC Exchange Product if any of the following applies:

4.2.2.1 If it does not agree and/or cannot meet with the conditions stated in the XPP or its Annexes for any reason.

4.2.2.2 It has been recognized by an authoritative AIESEC entity and/or the ICB as having previously breached the XPP.

4.2.2.3 If it does not align with the Code of Ethics and the Global ER Principles.

4.2.2.4 If it does not meet the requirements to enter into legal agreements with AIESEC HE.

4.2.2.5 If it does not have the capability to provide clear legal status for visa invitation, other conditions and requirements to meet the Country/Territory National Laws regarding migration, labour and/or visa permits.

4.3 AIESEC General Responsibilities

4.3.1 Responsibilities of Members Committee (MC):

4.3.1.1 To develop EP and OP contracts in total agreement with the XPP and local/national labour/migration regulations ensuring no EP and/or OP will be put through any legal risk.

4.3.1.2 To review and adequate when needed its National & Local Exchange Contracts after every XPP and National law/regulation changes, within 2 (two) weeks from the document being published to the Global Plenary after the most recent Legislative meeting.

4.3.1.3 To provide education and assistance on complaint procedures to its LCs, EPs and OPs prior the exchange, and when standards issues or violations from the present policies arise.

4.3.1.4 To cover Compensation Policies in accordance with the National Law and XPP, and remain the final responsible for any violation made by its LCs. Compensation must be paid or provided within a maximum period of one month counting from the day of the case resolution being posted. The payment, if agreed upon both involved entities can also be done in the next International Legislative Meeting (ILM).

4.3.1.5 To ensure all exchanges facilitated by AIESEC fulfill the conditions set in the national and local labour regulations pursuant to National Laws that are in place in the HE and in the local area where the exchange will take place. All exchanges

must also fulfill the conditions set in these XPP. In case of any difference or contradiction between the referred rules, the regulation which offers the most benefit to the EP shall prevail and be documented by a written email with agreement and confirmation of SE, HE, EP and OP.

- 4.3.1.6** To ensure that all LCs are running exchanges, and to provide all the necessary systems and tools for them to operate any exchange product.
- 4.3.1.7** To ensure that all LCs are adhering to the XPP, and any other relevant supporting documents of the Global Compendium as well as policies that the MC has developed specifically for their entity.
- 4.3.1.8** To follow all relevant policies if any MC plays the role of SE or HE.
- 4.3.1.9** To ensure that the HE has external involvement, and does not take the role of OP.
- 4.3.1.10** To participate in any national/local audit if directed by AIESEC International or ICB.
- 4.3.1.11** To ensure that an Exchange Audit procedure is in place, contemplating all the phases from generating to delivering and completion of all its ELD Products - Done both, at National and Local Level, with its ECB, providing at least quarterly reports on its exchange status.
- 4.3.1.12** To in case of natural, social or any other disaster and/or crisis occurring within the area of the HE, the HE MC is responsible to check the safety status of all the EPs in their entity and report the status to the Global Plenary, AI, and ICB within 24 hours. The report must be continuously shared to the MCPs, AI, and ICB until the HE MC ensures the status of all the EPs' safety.
- 4.3.1.13** To understand and implement the procedures described on the XPP and Annexes mentioned in the first section of this document.
- 4.3.1.14** To promote, educate, support and report the practices stated in AIESEC Whistleblowing and Harassment & Anti Violence protocols, for all levels of membership, EP, OP and all its ELD stakeholders.

5. Experiential Leadership Development (ELD) - General Policies

5.1 Policies applicable to all stakeholders including EPs, OPs, and AIESEC at any stage of the ELD products include:

- 5.1.1 Follow the privacy policy on opportunities.aiesec.org (<http://opportunities.aiesec.org/>) and refrain from exporting information about EPs, OPs and/or AIESEC to any other platforms.
- 5.1.2 Understand and comply with the content of AIESECs Contract and the XPP.
- 5.1.3 Observe all aspects of the XPP, be informed of its content and respond in a timely and constructive manner to any grievances, which may arise at any stage.
- 5.1.4 Observe and follow all guidelines included in the Global Safety Guideline Annex to this document.

5.2 Policies Applicable to all Exchange Participants (EP) at any stage of the ELD products include:

- 5.2.1 To comply with all the topics stated at the 4.3 Section of this document.
- 5.2.2 To raise issues with the relevant party (OP or AIESEC SE and/or HE) according to the dispute resolution mechanism described on Article 3.8.4. and be proactive in resolving it.
- 5.2.3 To make proactive steps to resolve any issues faced by contacting the hosting entity, sending entity and actively participating in negotiations with the OP if needed.

5.3 Policies Applicable to all Opportunity Providers (OP) at any stage of the ELD products include:

- 5.3.1 Comply with all the topics stated at the Section 4.2 of this document.
- 5.3.2 To take proactive steps to resolve any issues faced by contacting the AIESEC entity, and actively participating in negotiations always mediated with AIESEC, if needed.
- 5.3.3 To receive support from AIESEC in dispute resolution in cases where there are complaints against the EP for violation of any policy stated in the XPP, breaching any internal corporate code of conduct of the OP, or any other ethical/religious/cultural norms.
- 5.3.4 To raise issues with AIESEC HE according to the dispute resolution mechanism described on Article 3.8.4. 3.4 of the XPP and be proactive in resolving the situation. The issue raised should be based on the AIESEC XPP when unsatisfied with the EPs performance or if the EP has violated any XPP requirement.

5.3.5 To receive a replacement EP under the conditions stated in the XPP; or if this proves to be unreasonable or impossible, to receive a financial compensation based on its contract with the HE.

5.4 Policies Applicable to all AIESEC Entities at any stage of the ELD products include:

5.4.1 AIESEC Hosting Entity (HE)

5.4.1.1 To have a login created for the OP (Organisation and Branch) in opportunities.aiesec.org.

5.4.1.2 To have the whole process of pre-screening candidates conducted for the OP.

5.4.1.3 To put OP form on “Draft” status if the exchange product or OP has become temporarily unavailable.

5.4.1.4 To remove the OP (Organisation and Branch) and all its opportunities or if the particular organisation cannot participate in an AIESEC Exchange product due to reasons stated in the Global Compendium, including previous XPP violations by the OP.

5.4.1.5 To constantly inform the applicant about the progress of his application, if he/she was shortlisted for selection as an EP. Information should be sent to the applicant either by OP manager or by Global coordinator.

5.4.1.6 The Hosting Entity must comply with all the Exchange Standards in the Global Compendium and work in collaboration for such with the respective Sending Entity:

- a. The HE is responsible to Educate every OP and Stakeholder on the AIESEC Exchange processes and Standards before exchange is realized.
- b. The HE is responsible to ensure its EPs are aware and educated on AIESEC Exchange processes and Standards before the Exchange is realized.

5.4.1.7 Support EP and OPs for any complaint and/or dispute applicable to the XPP document and National Laws/Agreements, and proactively act towards resolving the situation:

- a. Have in place a Entity Control Board as described on Global Compendium *Annex 1.1.3.4. The Control Boards Guideline*, mentioned at the first section of the document, to also proactively act towards resolving any ELD complaint and dispute procedures. The ECB shall be accessible to all AIESEC members, National and Global level.

5.4.2 AIESEC Sending Entity (SE)

5.4.2.1 The SE must provide training and support through an EP Manager from approval stage until the end of exchange product.

5.4.2.2 The Sending Entity must comply with all the Exchange Standards in Global Compendium and work in collaboration for such with the respective Hosting Entity:

- a. The Sending Entity is responsible to ensure its EPs are aware and educated on AIESEC Exchange processes and Standards before the Exchange is realized.

5.4.2.3 Support EP for any complaint and/or dispute applicable to the XPP document - And proactively act towards resolving the situation:

- a. Have in place a Entity Control Board as described on Global Compendium *Annex 1.1.3.4. The Control Boards Guideline*, mentioned at the first section of the document, to also proactively act towards resolving any ELD complaint and dispute procedures. The ECB shall be accessible to all AIESEC members, National and Global level.

5.4.2.4 The SE must provide access to a platform (e.g. forum, mail group, phone number etc.) for the EP to be able to communicate with Sending LC during the whole period of exchange for feedback, evaluation, information sharing and general support.

5.4.2.5 Constantly communicate with the EP including their location and the safety at least:

- a. GT: when he/she arrives at the HE, and after at least once a month.
- b. GV and GE: when he/she arrives at the HE, in the middle of the experience and in the final week.

6. Experiential Leadership Development (ELD) Before Approval

6.1 It is responsibility of every Applicant aiming to be an Exchange Participant (EP):

- 6.1.1 Participate in a selection process organised by the SE, if entity requires it.
- 6.1.2 Complete and send all the documentation for participation in AIESEC Exchange requested by its Sending Entity (SE) such as the contract, and country regulation and requirements, such as passport, vaccines, etc.
- 6.1.3 Have written proof of academic background, working experience, skills, language proficiency as specified on its profile at AIESEC Platform.
- 6.1.4 Pay the necessary application fees and/or deposits to their SE.
- 6.1.5 Attend preparation events and complete the preparation requirements of the country and territory.
- 6.1.6 Provide true and accurate information relating to work experience, academic backgrounds or language proficiency levels of the EP.
- 6.1.7 Provide the required legal information including data from a valid passport which covers the entire duration of Exchange.
- 6.1.8 Inform themselves about all information related to specific legal policies, life conditions, safety, and cultural norms in the hosting country (based on location of the HE) in order to be aware of any potential risk in the country or local area (each a “Country Risk”). This should be done both: by asking the Hosting Entity, and as well as through independent research. *The EP is solely and fully responsible for assuming any and all Country Risks, and AIESEC or OP shall not be responsible for any damage or prejudice caused by an event related to those Country Risks, and shall not cancel its Approval or end an Exchange without accrued financial penalties.*
- 6.1.9 If one or more topic from the above stated are not fulfilled according instructions from SE, AIESEC can reject the Applicant from taking an AIESEC Exchange.

6.2 It is responsibility of every Opportunity Provider (OP):

6.2.1 Selection:

- 6.2.1.1 Participate in selection processes organised by the AIESEC entity when entity requires to select an EP according to procedure described in the XPP and its own internal selection criteria and procedures.
- 6.2.1.2 Complete and send all the documentation for receiving an AIESEC Exchange Participant, requested by the AIESEC entity

such as the Contract, Invitation Letters, Documents for Visa application, etc., on the timeline agreed between Organization and AIESEC.

- 6.2.1.3** Select an EP among the candidates who have accepted particular Exchange on the Platform. EP form of such candidates should be presented to this organisation by hosting AIESEC entity.
- 6.2.1.4** Receive complete information about the candidate as requested within reasonable limits. The information requested must also abide with the legal regulations of the country/territory where the organisation is located.
- 6.2.1.5** Contact the candidate directly for the interview or fulfilment of any other selection criteria in written email format - Always having AIESEC representative in copy and well aware of this kind of communications.
- 6.2.1.6** To give a response regarding the suitability of any candidate, or any next selection stages in the period established with AIESEC. If a selection process takes place, the rules and deadlines of each stage must be communicated to the candidate in advance.
- 6.2.1.7** To provide feedback to AIESEC about all the candidates if the OP rejects more than three candidates that fulfil all the criteria set as requested in the OP form. If sufficient feedback on candidates was not provided, AIESEC can determine whether the OP can continue in the process of undertaking an AIESEC Exchange Participant, or not.

6.2.2 Documents and Legalities

- 6.2.2.1** The OP can request a supplementary signed work contract from the EP which is in conformity with the National Laws for labour of the hosting country only before Approval is finalized on the Platform. The provided contract can not change the working conditions indicated on the OP form, nor go against anything established on this XPP document. AIESEC HE, SE, EP and OP should each have a copy of the signed contract if it applies.
- 6.2.2.2** To ensure that the EP(s) selected is/are legally qualified to work in the offered exchange (legal residency requirements and labour law exigencies).
- 6.2.2.3** To designate one representative in the organisation as responsible for coordinating the selection process (interviewing and accepting/rejecting candidates), together with an AIESEC Representative and subsequently supporting and communicating with the EP from Acceptance, for the duration of its exchange.

6.2.3 Cancellations

- 6.2.3.1** The OP can request another EP from the same AIESEC entity, if previous EP rejected the exchange after being Approved by the SE and HE, and confirmed by signing EP AN inside the platform.
- 6.2.3.2** The Sending Entity or the EP shall provide updates within 2 weeks if the VISA process of an EP is started in case of VISA needed. If no information is given, or if the process is not started due to delay caused by EP, the Hosting Entity can demand to cancel the Approval. Extension of this period should be done through written/email format, with confirmation of HE and SE representatives.

6.3 It is responsibility of every AIESEC Entity:

- 6.3.1** To ensure both parts, OP & EP will sign a contract that is aligned with its National Laws and XPP.
- 6.3.2** To support EP and OP in any questions regarding the usage of AIESEC Virtual Platforms, to officially apply to opportunities/accept profiles.
- 6.3.3** To have a plan to comply with the current Exchange Standards, described in Global Compendium.
- 6.3.4** To educate EP and OP on Exchange Standards described in Global Compendium before their approval.
- 6.3.5** To inform its Applicants/OPs of all the costs related to the Exchange, preferably having all of them disclosed in the agreement or contract.
- 6.3.6** To put OP form/EP Profile on “Draft” status if the Exchange product has become temporarily unavailable, or if the particular organisation/EP cannot participate in an AIESEC Exchange product due to reasons stated in Global Compendium.
- 6.3.7** To once a week inform applicant about the progress of his application if he/she was shortlisted. Information should be sent to applicant either by OP manager, through EP Manager, or by Global/Opportunity coordinator.

7. Experiential Leadership Development (ELD) - From Approval until Realization

7.1 Introduction

7.1.1 The Experiential Leadership Development (ELD) is considered Approved when both the EP and OP has fulfilled at least one of the requirements below:

7.1.1.1 Have accepted each other through opportunities.aiesec.org and signed online official Acceptance Notes.

7.1.1.2 Acceptance of opportunity automatically means the EP is accepting the particular exchange with all its conditions, as described in the opportunity available in opportunities.aiesec.org.

7.1.1.3 Acceptance of opportunity automatically means that the EP is guaranteed as available for the exchange while Acceptance Note is valid for ten (10) days.

7.2 It is the responsibility of the Exchange Participant (EP):

7.2.1 Update both SE and HE about his/her Visa status within one week from receiving the documents/orientation from the HE:

7.2.1.1 Submit his/her visa application within a period up to two (2) weeks after getting all the documents mentioned in OP form/by the HE on the week after Approval.

7.2.1.2 Cover his/her visa costs, unless otherwise agreed upon with the AIESEC Hosting Entity, and OP, on written agreement from both sides.

7.2.2 Review and understands the conditions under which he/she can withdraw from Exchange without financial penalties.

7.2.3 Inform both SE and HE AIESEC entity if he/she becomes unavailable for an exchange, or if the he/she is looking into other opportunities.

7.2.3.1 For GE & GV: Maximum seven (7) days before the Realization day.

7.2.3.2 For GT: Maximum fifteen (15) days before the Realization day.

7.2.3.3 In case of EP Cancellation later then the period stated above, under circumstances not stated in the topics of Break of Statuses inside this document, the HE can claim one (1) substitute EP from the SE. Further compensations can be found at the Section 10 of the document.

7.2.4 Review the Visa/work permit regulations for the host country prior to the purchase of a ticket to travel to the country (air/sea/land transportation) - Only proceeding with the purchase with written confirmation of AIESEC Representative from the Hosting Entity (HE):

7.2.4.1 AIESEC is not liable for possible losses if EP purchases transport tickets without or prior AIESEC HE confirmation through written format that he/she is allowed to do so.

7.2.4.2 AIESEC is not liable for the EP entrance and/or stay in the country/territory for dates that were not agreed/confirmed in written format with HE.

7.2.4.3 As stated on the Clause “1.3.1.1” AIESEC is not liable of refusal from the authorities to provide a visa, work permit or any other legal document or authorization needed by the individual to participate in the exchange, for reasons AIESEC cannot control or interfere.

7.2.5 The EP cannot reject OP form after he/she has officially signed the Acceptance Note (AN) for the Opportunity and the OP/HE has accepted the EP on the platform.

7.3 Key responsibilities of the Opportunity Provider (OP):

7.3.1 The OP must provide within two (2) weeks from the Approval all the necessary documents to the EP directly, or through the HE (including the written invitation) required for application for visa/work permit. If two (2) weeks are insufficient, the EP should be informed in advance and agree with the timeline for provision of any required documents. In case of failure, the EP can request the Approval to be cancelled with no compensation for OP and HE.

7.3.2 To ensure that the approved EP(s) is/are legally qualified to work in the offered Exchange (legal residency requirements and labour law exigencies) before the Realization date.

7.3.3 The OP must make sure together with AIESEC entity that the EP approved for the exchange would be able to leave and return to the home country independently, and they also must verify that the EP would be able to work in an AIESEC Exchange legally in the country where the OP is located.

7.3.4 The OP must set expectations with the EP regarding expectations of the Exchange job role prior to the arrival of the EP at the Country/Territory of Exchange, and have it documented to AIESEC HE and SE representatives. OP can request AIESEC HE support and/or participation on this stage.

7.4 It is responsibility of AIESEC Hosting Entity (HE):

7.4.1 To provide all visa documents and information within two (2) weeks from Approval. If two (2) weeks are insufficient, the EP should be informed with advance and agree with the timeline for provision of any required documents. In case of failure, the EP can request the Approval to be cancelled with no compensation for OP and HE.

7.4.2 To provide EP with cost of living information, information on local specific safety for the areas of OP, accommodation location, legal/migration protocols that will be executed prior/on/after arrival, within two (2) weeks from Approval. If two (2) weeks are insufficient, the EP should be informed with advance and agree with the timeline for provision of any

required documents. In case of failure, the EP can request the approval to be cancelled with no compensation for OP and HE.

7.4.3 To provide EP with contacts of a responsible person (preferably OP manager) for providing overall services to the EP throughout the Exchange duration. They must facilitate the EP's incoming preparation:

7.4.3.1 **For GV/GE:** During the first week of Exchange, unless otherwise specifically assigned.

7.4.3.2 **For GT:** During the first month of Exchange, unless otherwise specifically assigned.

7.4.4 To have an access to platform (e.g. forum, mail group, phone number etc.) for the EP to be able to communicate with the hosting entity members from approval date, and during the whole period of Exchange.

7.4.5 Before the Exchange participant travels, information on logistics for arrival pick up should be agreed between the Host Entity and the Exchange Participant. The Host Entity should provide written information to the Exchange Participant on any additional domestic transportation required to arrive at the pick up point.

7.4.6 To provide support on registration with relevant local authorities within the timelines mentioned by the country's law. The hosting LC shall communicate (including information on country page) the registration timelines and requirement to the sending LC and the EP within two (2) weeks from approval.

7.5 It is responsibility of AIESEC Sending Entity (SE):

7.5.1 To follow up with HE all Visa documents and information within two (2) weeks from approval. If two (2) weeks are insufficient, the EP should be informed with advance and agree with the timeline for provision of any required documents. In case of failure, the EP can request the Approval to be cancelled with no compensation for OP and HE.

7.5.2 To provide the EP with an Outgoing Preparation Seminar, within at least one (1) week from the Realization date.

7.5.3 To ensure the EP has all the documents needed for their departure and required by HE for legalities upon arrival.

7.5.4 To provide the EP a EP buddy/manager from approval stage until the end of exchange product, to ease communications, give trainings, and ensure follow ups and mediation with HE if needed. The EP Buddy/Manager can for example, clarify and support in the first complaint level, for the EP on how to solve disputes with HE, before raising to LC.

7.6 Cancelling an Approval Procedure:

7.6.1 An Approval can be cancelled by the Member Committee of the Hosting Entity, with formal confirmation from SE representative/ECB by email.

7.6.2 An EP can request an Approval cancellation under the following circumstances:

- 7.6.2.1** Not receiving all visa documents and information within two (2) weeks from approval on the platform, which has resulted in the EP not being able to commence with the Exchange; or the EP was not informed of the timeline for provision of any required documents.
 - 7.6.2.2** The EP has an emergency in his/her family. A proof is required to be submitted to the HE.
 - 7.6.2.3** The EP becomes ill and the situation can be dangerous for his/her health. A proof is required to be submitted to the HE.
 - 7.6.2.4** The EP may be put in danger due to the area where he/she works being formally declared in emergency due to war, natural disasters, people revolution, terrorism attacks and others.
 - 7.6.2.5** The EP had their visa rejected due HE/OP mistakes (compensation can apply).
 - 7.6.2.6** The EP had their visa rejected by embassy/third party.
 - 7.6.2.7** The organisation is not under the National Laws for labour of the hosting entity.
 - 7.6.2.8** The Job Description in which they had been approved with request changes that does not match with at least 50% (fifty) of the first Job Description. Also in case of Salary changes not approved by EP.
- 7.6.3** An OP can request an Approval cancellation under the following circumstances:
- 7.6.3.1** The EP had their visa rejected by embassy/third party.
 - 7.6.3.2** The organisation is not under the labour laws of the host entity.
 - 7.6.3.3** The EP has falsified information related to his work experience, academic background or language proficiency, and is unable to fulfil his/her Exchange job role as specified in the OP form.
 - 7.6.3.4** The OP declares bankruptcy, or is sold to a third party that cannot continue with the Exchange.

8. Experiential Leadership Development (ELD) - From Realization until Completion

8.1 It is responsibility of the Exchange Participant (EP):

- 8.1.1** To have sufficient funds to incur all his/her expenses related to transportation to and from the country or territory.
- 8.1.2** To have sufficient funds to cover:
 - 8.1.2.1** If in a GT: All the living expenses for the first four weeks of the exchange. This period can be prolonged in case first salary is received after more than four weeks of exchange, if it applies the AIESEC Entity should stated this in the OP form on the Platform & Inform Exchange Participant prior Realization.
 - 8.1.2.2** If in a GE or GV: All living expenses for the entire period of the exchange if he/she is not receiving any monetary compensation from the OP as outlined on the OP form on the Platform.
- 8.1.3** To officially register with the home embassy in the host country/territory (HE) if their home country/territory requires, within one week of its arrival.
- 8.1.4** To always behave in accordance to cultural, religious, ethical norms, national or local law and other policies that exist in the country or territory of exchange.
- 8.1.5** To inform SE and HE about his/her departure at least two (2) weeks in advance, in a written format, about his/her travel details.
- 8.1.6** To comply with the country/territory of exchange migration laws for their departure, and inform himself/herself of them in advance, by research & confirmation with HE.
- 8.1.7** Check and take a standards completion survey to assess the exchange product at different stages of the experience.
- 8.1.8** Fulfill the agreed working hours and responsibilities defined in their Job Description.

8.2 It is responsibility of the Opportunity Provider (OP):

- 8.2.1** To request that the EP perform the full extent of requirements and duties stated in the OP form.
- 8.2.2** To provide guidance, training, additional information and adequate working condition according to OP form.
- 8.2.3** To assign one representative as responsible for the EP's workplace integration, so he/she may integrate as best as possible into the new working environment.

- 8.2.4** The OP must provide performance-related feedback on EP's performance on a regular basis throughout the exchange.
- 8.2.5** If the AIESEC Hosting or Sending entity can provide evidence of expenses incurred on the EP by organisation, the amount can be scrutinized or to provide the amount if considered for reimbursement during complaint procedures.
- 8.2.6** In all cases the OP is sole responsible for any damage or loss of any working material unless otherwise agreed upon with the EP.

8.3 It is responsibility of AIESEC Hosting Entity (HE):

- 8.3.1** To provide support on registration with relevant local authorities within the timelines mentioned by the country's law. The hosting LC shall communicate (including information on country page) the registration timelines and requirement to the sending LC and the EP as soon as the EP is selected.
- 8.3.2** To provide assistance to open a bank account if necessary and assistance in converting money to the local currency on EP's request.
- 8.3.3** To provide information about location and guidance for use of general services such as medical systems, use of emergency services, essential services, public transport, groceries and any other information that would be necessary to allow the EP to successfully complete their exchange.
- 8.3.4** To provide information about local cultural norms, including those related to dressing, greeting, traditions and law policies.
- 8.3.5** To provide introduction to the local AIESEC members, the LC reality and culture.
- 8.3.6** To provide assistance in dealing with housing agreements and landlords if required by EP.
- 8.3.7** To set expectations with the EP's supervisor regarding expectations of the exchange job role, unless it is stated in OP already. For both scenarios, HE is responsible EP is aware of the expectations on the first week of realization, and any Job Description issue should be assisted by AIESEC.
- 8.3.8** To inform all the stakeholders involved regarding the complaint and termination procedures, integration plans for EP, frequency of feedback, expectations set, and frequency of communication/evaluation between the OP and AIESEC.
- 8.3.9** To ensure the EP receives performance-related feedback from the organisation on a regular basis throughout the Exchange.
- 8.3.10** To provide opportunities for the EP to become involved in AIESEC activities related to their interests and goals if EP is interested.
- 8.3.11** To be constantly communicating with the EP including his/her location and the safety at least:

- a. **GT:** when he/she arrives and after once a month.

- b. **GV and GE:** when he/she arrives, in the middle of the experience and in the end.

8.3.12 If the HE cannot reach the EP any longer than two (2) working days without any notification from the EP and/or the SE, the HE is responsible to coordinate with the SE and OP to research and update about the EP's location and his/her safety.

8.3.13 To keep all EPs in its territory updated in case of any Safety issue such as but not limited to: Natural disasters, strikes, war, attacks - And ensure EPs have a safety plan to follow. In cases described on Annex 1, SE also should always be informed and updated on a regular basis.

8.4 It is responsibility of AIESEC Sending Entity (SE):

8.4.1 If the SE cannot reach the EP any longer than two (2) working days without any notification from the EP and/or the HE, the SE is responsible to coordinate with the HE to research and be updated about the EP location and his/her safety, and on SE's own judgment, contact the family/guardian of the EP in the SE.

8.4.2 Inform the EP about existing re-integration opportunities in AIESEC prior its return to SE territory.

8.5 It is responsibility of both AIESEC Entities:

8.5.1 To be constantly communicating with the EP including his/her location and the safety at least:

- a. **GT:** when he/she arrives and after once a month.
- b. **GV and GE:** when he/she arrives, in the middle of the experience and in the end.

8.5.2 To deliver the Exchange Standards as described in Global Compendium and Global guidelines. In case of Violations, entity who failed to deliver can be liable to provide compensations.

8.5.3 To ensure the dispute and complaint channels are always available for EP/OPs, and such communications, complaints, and issues will be always responded within two (2) working days - and within forty-eight (48) hours for urgent cases.

8.6 Cancelling Realization Procedures:

8.6.1 The Realization cancelled will be discounted from both countries' official results for the matter of the Membership Criteria.

8.6.2 Exchange is considered Realized when the EP starts working at the OP office on the first working day. The OP manager is responsible to change the status of OP form on Realized.

8.6.3 Once a Realization is assigned on opportunities.aiesec.org by the OP Manager or by any other qualified AIESEC member from the hosting entity it can only be broken (i.e., the status of the EP and OP form can only be changed) with mutual agreement of the two ECBs involved. In case the entity does not have an established ECB set, the responsibility falls on the Member Committee. The request should be submitted for the Internal Control Board following the guidelines in place of the ICB term, under the email [<icb@ai.aiesec.org>](mailto:icb@ai.aiesec.org).

8.6.4 An EP can request a Realization Cancellation under the circumstances:

- 8.6.4.1** The EP has an emergency in his/her family. A proof is required to be submitted to the HE.
- 8.6.4.2** The EP becomes ill and the situation can be dangerous for his/her health. A proof is required to be submitted to the HE.
- 8.6.4.3** The EP may be put in danger due to the area where he/she works being formally declared in emergency due to war, natural disasters, people revolution, terrorism attacks, and others.
- 8.6.4.4** The EP does not have an official working/living permit in the country of exchange upon arrival unless other legal options have been agreed upon.
- 8.6.4.5** The organisation is not under the labour laws of the hosting entity.
- 8.6.4.6** The Job description in which they had been approved with request changes that does not match with at least (fifty) 50% of the first job description. Also in case of Salary changes not approved by EP. The EP is expected to try to resolve the issue first with the OP and hosting entity.
- 8.6.4.7** The EP is discriminated against race, colour, gender, sexual orientation, creed, religion, national, ethnic or social origin, or age at his/her work place.
- 8.6.4.8** The EP suffer/is harassed at their workplace or by AIESEC members.
- 8.6.4.9** The organisation does not provide the basic work conditions or any main benefit offered to the EP that the OP job description on the Platform refers to and the EP did not agree to the changes/abolition. The basic work conditions or benefits referred above must be of a nature that their abolition reasonably makes impossible or too difficult the EP's job or living conditions in order for a broken Realization to be validated. The EP is expected to make certain preliminary steps to resolve the issue, including contacting the hosting entity through written format, and actively participating in negotiations with the organisation to resolve the issues.
- 8.6.4.10** The OP does not pay corresponding salary to the EP for two (2) consecutive months.

8.6.5 An OP can request a Realization Cancellation under the circumstances:

- 8.6.5.1** The EP does not have an official working/living permit in the country of exchange upon arrival unless other legal options have been agreed upon.
- 8.6.5.2** The EP has falsified information related to his work experience, academic background or language proficiency, and is unable to fulfil his exchange job role as specified in the OP form.

- 8.6.5.3** The EP does not fulfil its Job Description and/or Working hours, even after receiving at least two formal written warnings in which a representative of the Hosting AIESEC entity should be in copy.
- 8.6.5.4** The OP declares bankruptcy, or is sold to a third party that cannot continue with the exchange.
- 8.6.5.5** The EP is breaking a law of the hosting entity or is continuously breaking internal regulations of the organisation despite being warned or aware of them.

8.7 Cancelling other exchange statuses procedures:

- 8.7.1** To cancel a Finished or Completed status, ECB requesting should follow the procedure stated above for Realization Cancellation and include:
 - 8.7.1.1** Proofs of the reasons of request (EP early departure, Fake exchange investigation, etc.).
 - 8.7.1.2** ICB might request further proofs to accept or deny the request.

8.8 Extension protocol:

8.8.1 Extension protocol per program:

8.8.1.1 Global Talent Program:

- a. In case of extension of the GT Durations, OP will need to pay extra fees. The amount of the fees will be decided according to each entity's contract with their OP. EP doesn't need to pay any new EP fees to their SE for extensions within the opportunity of the platform EP is already approved with.
- b. The duration of specific internship is not allowed to be divided into smaller consecutive internships for the purpose of increasing the number of the approvals on the system. Suspecting that goes under violating the extension protocol.

8.8.1.2 Global Entrepreneur:

- a. Extension TN fees must be informed to the EP in the expectation setting beforehand his exchange to start.

8.8.1.3 Global Volunteer:

- a. Extension TN fees must be informed to the EP in the expectation setting beforehand his exchange to start.

8.8.2 The EP is not allowed to be approved on different opportunity links of the same internship.

8.8.3 The EP has to follow the extension protocol if she/he wants to stay longer in the country.

8.8.4 Extensions of the internships can not exceed duration of seventy-eight (78) weeks.

9. General Complaint & Case Solving Flow

9.1 Definition

- 9.1.1 To raise an issue regarding AIESEC Exchange Products, any party must follow the dispute resolution process in the order outlined below.
- 9.1.2 The Dispute resolution process can be requested by any EP or OP, for claims that will be evaluated based on the AIESEC Policies stated in this document.

9.2 Case Solving Process

- 9.2.1 For a better understanding we will use the term “Complaint party” for the party who submitted the complaint. The term “Respondent” refers to the party against whom the complaint is filled.
- 9.2.2 For the case solving process to be considered valid, the Complaining side should always keep record of proofs of violations and communication. The Process has three (3) steps, and should respect the order as it follows below, 9.3, 9.4, and 9.5.

9.3 AIESEC Local Committee Case Solving Stage - LC to LC

9.3.1. First Phase

1. The Complaint party contacts AIESEC Respondent party stating the issue that is being raised for a resolution, with at least a proposal of solution for the complaint, respecting XPP. This can be done with one of the Exchange parties (EP or OP) contacting one of AIESEC representatives through email or other predefined written contact tool - Or directly done between Sending and Hosting Entity, representing EP and/or EP.
2. The Response party should respond the Complaint party and acknowledge the issue. Response LC should start negotiation with the Complaint party until twenty-four (24) hours from receipt.

9.3.2. Second Phase

1. Respondent party should present a Solution Proposal for the Complaint party, in written format for both: Complaint and its AIESEC Entity.
2. Complaint party should accept or reject the proposal within forty-eight (48) hours in written format.
3. If Solution is accepted, the case is closed. Both AIESEC entities are responsible to follow up with implementation.
4. If the solution is rejected, Complaint party can propose another solution for the Response party.

9.3.3. Third Phase

1. If no solution was presented for the Complaint claims after seventy-two (72) hours from the first contact it is advised to contact Response party LCP and/or MC responsible for the product.
2. If the Parties involved can not reach a mutual agreement by the end of this timeline of negotiation of seventy-two (72) hours, and both sides do not agree on an extension, the Complaint AIESEC entity is advised to bring forth the situation to its ECB. ECB should proceed with National Case Solving Stage, as written below.

9.4 AIESEC National Case Solving Stage - ECB to ECB

9.4.1. First Phase

1. If the LC stage has met no agreement, the Claiming ECB should loop Respondent party ECB in an official email with case current state, proof and claims, and current proposals for resolution. ECBs are responsible to make sure that the LC stage process and times was successfully followed.
2. Respondent ECB replies within forty-eight (48) hours to analyse the case, go through the proof and also contact the LC against whom the case is filed. The Respondent ECB should provide at least one solution plan.

9.4.2. Second Phase

1. Complaining ECB to reply to Respondent ECB in the next forty-eight (48) hours with their response after analysing the case and proposal.
2. ECB-ECB negotiations not to exceed ninety-six (96) hours. It is only allowed to exceed the ninety-six (96) hours in case of extraordinary situation or statutory holidays. The extension should be agreed upon between both ECBs in written format.
3. If the parties involved can not reach a mutual agreement by the end of the ECB stage, the claiming entity is advised to bring forth the situation to ICB, to proceed with Official Case Application Stage, as written below.
4. It is advised that at any stage of the Case solving flow, any party can approach ICB to request a consultancy, to understand the proof validation and have insights in next steps before escalating the case.

9.5 AIESEC Internal Control Board - Official Case Application

9.5.1. Official Case Application

1. Complaint Entity Files the OCA template, Annex 1.1.3.2 (Official Case Application Template) to this document. Once the template is filled, ECB is responsible to make sure all proofs and claims are correct and valid, since they will be submitting an Official Document. They should follow all the procedures in the Annex, and submit the case for ICB, preferably already copying the Respondent entity on the loop.
2. ICB Accepts/rejects the case in a maximum of forty-eight (48) hours.
3. If accepted, Respondent entity has five (5) days to send an Official Case Response. If the Respondent entity does not reply within five (5) days neither ask to extend the DDL, ICB accepts the OCA as final document where the Respondent entity is no longer able to fill it back.

9.5.2. Official Case Solution

1. ICB sends out the solution within five (5) days from the day of ICB confirmation of receiving the final OCA file by both parties. The day in which ICB Solution is sent, counts as the day of "Lost Case" and as the first day of reimbursement procedures, if it applies.
2. ICB will recommend both entities to write and submit one (1) apology letter from each side, if it applies, for the Customer involved in the case, to be submitted within five (5) days from resolution.

9.5.3. Official Appealing - If it applies

1. If an Appeal is requested against the Official Case Solution, the other party has seventy-two (72) hours to fill any necessary replies on the appeal if needed, the Appeal solution by the Chair and the Appealing committee is sent out for the entities involved within one week (seven days) from Chair confirm of receipt. Refer to this document annex "Appeal procedure template" to get instructions and format of appealing submission.
2. The solution for the appeal is a final statement. No appeal will happen on the Appeal solution.
3. The appeals process is optional, the entity should only request if their case fall under the rules stated on the Appeal Annex of this document.

9.6 ICB Consultancy:

1. ICB first reply to be sent within seventy-two (72) hours of receiving the consultancy mail. ECB should always open the Consultancy with all the proofs/questions and full background of the case, so ICB can give the most complete response possible.
2. The entity that opened/or all the involved ones have the next forty-eight to seventy-two (48 – 72) hours to respond to ICB first reply, if doubts or follow ups are needed, depending on the situation.
3. ICB has seventy-two (72) hours to respond to the second argument mail of an ECB.
4. ECBs and ICB have more than forty-eight (48) hours to respond in all upcoming emails of the case until its completion.
5. Consultancy closed.

9.7 Extraordinary Cases:

9.7.1. In case of an emergency or when basic living conditions of an Exchange Participant do not fulfil the standards (as such, but not limited to: lack of accommodation, lack of salary, life in danger), the case can be solved only by ECB Chair and ICB Chair within forty-eight to seventy-two (48 to 72) hours.

9.7.2. The ECB Chair of the Complaint entity must submit directly to icbchair@ai.aiesec.org all the evidence in ZIP format and communication tried with the Respondent entity. ICB Chair can mandate the solution, without a right to appeal.

10. Compensation Policies

Approval Phase

Violation	Action	Responsible
<i>Criteria to qualify as an Exchange Participant</i>	<ul style="list-style-type: none"> - Cancellation of Approval - SE finds a replacement EP within two (2) weeks in suitable time for same RE date or pays OP expenses expressed in OPs contract with HE. 	<p><i>Sending Entity.</i></p> <p><i>SE should make sure its contracts cover possible financial penalties, provided that such penalties are permitted under National Laws.</i></p>
<i>Criteria to qualify as an Opportunity Provider</i>	<ul style="list-style-type: none"> - Cancellation of Approval - HE finds a replacement OP with same job description within two (2) weeks in suitable time for same RE date or pays all EP expenses he/she had so far (EP Fee, Visa, Travel expenses etc.) 	<p><i>Hosting Entity.</i></p> <p><i>HE should make sure its contracts cover possible financial penalties, provided that such penalties are permitted under National Laws</i></p>
<i>HE Fails to deliver Visa documents in two (2) weeks from Approval date</i>	<ul style="list-style-type: none"> - Cancellation of Approval - Reimburses any EP expenses he/she had so far (EP Fee, Travel expenses if allowed by HE to purchase before visa etc.). - If EP and HE agree on still RE, HE pays for any compensation for tickets rescheduling, documents etc. 	<p><i>Hosting Entity.</i></p>
<i>Approval Cancellation by HE/OP</i>	<ul style="list-style-type: none"> - HE finds a replacement OP with same job description within two (2) weeks from EP notification date, in suitable time for same RE date or pays all EP expenses he/she had so far (EP Fee, Visa, Travel expenses etc.), breaking the APD. 	<p><i>Hosting Entity.</i></p>
<i>Approval Cancellation by SE/EP</i>	<ul style="list-style-type: none"> - Family emergency, Health issues, Legal Issues: No liability if proof provided - SE finds a replacement EP within two (2) weeks in suitable time for same RE date or pays OP expenses expressed in OPs contract with HE. 	<p><i>Sending Entity.</i></p>

Realization to Complete Phase

Violation	Action	Responsible
<i>Criteria to qualify as an Exchange Participant</i>	<ul style="list-style-type: none"> - Cancellation of Realization - SE pays OP expenses expressed in OP contract with HE. - Its recommended SE also to find replacement EP within one (1) week. 	<p>Sending Entity.</p> <p><i>SE should make sure its contracts cover possible financial penalties, provided that such penalties are permitted under National Laws.</i></p>
<i>Criteria to qualify as an Opportunity Provider</i>	<ul style="list-style-type: none"> - Cancellation of Realization - HE finds a replacement OP with same job description within one (1) week or pays all the EP Travel Expenses. 	<p>Hosting Entity.</p> <p><i>HE should make sure its contracts cover possible financial penalties, provided that such penalties are permitted under National Laws.</i></p>
<i>EP Applied for different Visa</i>	<ul style="list-style-type: none"> - If by the EP/SE choice/ mistake: No reimbursement from HE - If by HE mistake: All Travel expenses, Migration fines and possible other penalties EP receives. 	<p>Depending on the case.</p> <p><i>SE, HE & EP should define if the RE has to be cancelled, or if the legal status can be fixed. If EP can stay, HE should cover all costs with the visa correction.</i></p>
<i>EP Visa is against HE country/territory laws</i>	<ul style="list-style-type: none"> - EP Mistake: AIESEC is not Liable, if EP received written formal instructions. - HE choice/ mistake: EP Can request full reimbursement of expenses. 	<p>Depending on the case.</p>
<i>EP gets Deported [Case can be applied as Urgency Protocol]</i>	<ul style="list-style-type: none"> - EP Mistake, Government issues AIESEC not Liable. - HE mistake in documents: Full reimbursement of expenses. 	<p>Depending on the case.</p>

<p><i>EP is not getting the Salary [Case can be applied as Urgency Protocol]</i></p>	<ul style="list-style-type: none"> - From seven to thirty (7 to 30) days late: Payment of the salary immediately. - Over thirty (30) days late: Payment of the salary + 2% (two) of its amount as fine per delayed day. 	<p>Hosting Entity.</p> <p><i>HE should make sure its contracts cover possible financial penalties , provided that such penalties are permitted under National Laws.</i></p>
<p><i>EP salary is different from the agreed</i></p>	<ul style="list-style-type: none"> - EP is receiving more by OP mistake: EP pays back HE, that shall reimburse OP. - EP is receiving less: 1st & 2nd salary: HE pays immediately. - - 3rd salary - last: Payment of the salary + 2% (two) of its amount as fine per delayed day. 	<p>Hosting Entity.</p> <p><i>HE should make sure its contracts cover possible financial penalties , provided that such penalties are permitted under National Laws.</i></p>
<p><i>In case of one (or more) of the items below was not provided in the format agreed:</i></p> <ul style="list-style-type: none"> - Accommodation - Food - Transportation 	<p>During RE:</p> <ul style="list-style-type: none"> - EP provides invoices of the expenses had so far. - HE Provides full reimbursement for expenses, and fixes the issue for the remaining period of RE. <p>After RE:</p> <ul style="list-style-type: none"> - If EP/SE tried solving during RE without success due HE issues. - HE provides full reimbursement of the expenses EP provides invoices for. - HE reimburses EP Fee paid to SE, and OP Fee EP paid to HE (if there is any). 	<p>Hosting Entity.</p>
<p><i>The job description does not fit the description in more than 50% (fifty)</i></p>	<ul style="list-style-type: none"> - If SE/EP tried to solve during RE: Full reimbursement of EP expenses. - If HE was only communicated after RE: HE covers only 50% (fifty) of all EP expenses. 	<p>Hosting Entity.</p>
<p><i>Global Volunteer shorter than the agreed</i></p>	<ul style="list-style-type: none"> - Due factors AIESEC has no control: AIESEC not liable. - HE/OP problems: Full reimbursement of EP expenses. 	<p>Hosting Entity</p>

<p><i>GT or GE shorter than the agreed</i></p>	<ul style="list-style-type: none"> - Due factors AIESEC has no control: AIESEC not liable. - HE/OP problems: Full reimbursement of EP expenses. - EP dismissed with cause & proofs (also of the prior notification if it applies): Proportional salary/stipend of the days he/she worked that are missing, before dismissal. - EP was dismissed before completing 70% of the internship, without valid and provable reason: full reimbursement of flight tickets, visa fees, and any expenses paid by the ep to be paid to the ep. - EP was dismissed after completing 70% of the internship, without valid and provable reason: EP should be compensated with the remaining salary of the internship (the remaining 30% of the internship duration.) and return tickets. Further claims can be raised. 	<p>Hosting Entity</p>
<p><i>EP ends RE earlier</i></p>	<ul style="list-style-type: none"> - Family emergency, Health issues, Legal Issues: No liability if proof provided. - Other issues: SE shall cover OP costs covered by OP contract with HE. It is suggested that also SE finds a replacement EP. 	<p>Sending Entity.</p>

11. Complaint Lodging and Whistleblowing Protocol

11.1 Introduction

11.1.1 Complaint lodging and whistleblowing is an official reporting mechanism that will create a direct reporting channel with the ICB. Whistleblowing is justified when a misconduct/wrongdoing falls into one or more of the following categories:

11.1.1.1 One of the entities (sending or host entity) committed a misconduct that developed into a controversial issue. By “misconduct” we understand every potential violation of internal regulations of a SE, XPPs, Global ER Principles, premises, standards, organizational values and implementation guidelines.

11.2 Applicability

11.2.1 The following list includes examples of misconduct. The list is not exhaustive and only includes some of the most common misconducts, not limiting any entity/individual to raise different aspects:

11.2.1.1 Any XPPs, Global ER Principles, premises and implementation guidelines violation.

11.2.1.2 Standards violation, or any wrongdoing being inflicted on the EP, such as:

- a. The entity has engaged in so called “fake completed”, “fake exchange”.
- b. The entity blackmailed, threatened or harmed the EP in any way.
- c. The entity attempted to bypass XPPs and by doing this undermined the possibility for the other party to submit a case, for ex: leaving no traces behind.
- d. A case may appear not to involve a strict violation but the misconduct was indeed harmful to a person or entity and needs to be submitted.

11.3 General rules

11.3.1 For a better understanding we will use the term “Complaint party” for the party who submitted the complaint. The term “respondent” refers to the party against whom the complaint is filled.

11.3.2 The complaint lodging and whistleblowing procedure is justified when the party that is making the complaint acted in *good faith*. By that we understand that the claimant tried to resolve the controversial issue and tried to reach an agreement with the respondent.

11.3.3 We will consider that the claimant acted in good faith if he sent at least two (2) emails/documented ways of contact to the defendant. The E-mails should be sent on two (2) distinct days and the defendant should be given at least five (5) working days to respond.

11.3.4 ICB has the obligation to inform the parties involved of the case and solutions and resolve the complaint within fifteen (15) days, and track the implementation of the solutions/recommendations given.

11.4 Raising a Complaint

11.4.1 Under the conditions described by the whistleblowing protocol above, any AIESEC entity or individual can bring forward a complaint by submitting it to the following e-mail address/form/website <icb@ai.aiesec.org> according to the escalation mechanism or degree of the reported violation.

11.4.2 The complaining party will be given the status of “whistleblower” if he requests it when submitting the complaint. When whistleblower status is given to an individual his identity is protected by the ICB and shall not be disclosed to any party under any circumstances apart from individuals/entities that the whistleblower has agreed to be discovered e.g. PAI, a MCP, the GFB etc.

11.4.3 The complaint should include the following information in a email or pdf format:

- a. Reasons for raising the complaint. See above (including areas of the AIESEC XPP or Global ER principles which have been violated).
- b. Background information (e. g, documents, containing proof of the situation-letters, emails, scanned documents) & detailed description of the current situation.
- c. Contact information (telephone and email) of all parties relevant to the case.
- d. Request to be given a whistleblower status by ICB.

11.4.4 Along with this, the complaining party must write full name and contact information, and signature, under the quote: “I understand that by submitting this I’m submitting a complaint under the Complaint Lodging and Whistleblowing Protocol and I shall respond and follow ICB guidelines.”

11.4.5 AIESEC Entities need to respond to ICB emails within forty-eight (48) working hours unless another deadline is provided. In case Entity representatives do not respond, ICB will inform the Global Plenary about the situation and proceed with further steps stated in the XPP, Global Compendium and annexes.

11.4.6 ICB will assess the situation and if there are reasonable doubts that the alleged misconduct occurred, they will decide what are the next steps.

12. AIESEC Anti-Harassment and Violence Protocol

12.1 Introduction

- 12.1.1 AIESEC has approved the present “Harassment and Violence Protocol” (hereafter ‘Protocol’) with the commitment of preventing and tackling sexual harassment, sex or gender-related harassment and/or psychological harassment, as this type of conduct represents a threat to the dignity of persons, damages the workplace atmosphere and has negative effect on the health, moral, confidence and self-esteem of individuals.
- 12.1.2 With this in view, the present Protocol defines conducts to be avoided as well as specific measures aimed at prevention.
- 12.1.3 It also explains how to process charges or claims that may be presented by individuals who have been victims of the said type of conduct.
- 12.1.4 Consequently, an efficient and agile investigation procedure has been established that will be implemented when the said type of conduct is reported. The said procedure should guarantee confidentiality and protect the identity of the individuals affected and of all those taking part in the process.

12.2 Principles

- 12.2.1 AIESEC’s vision states that “We aim to achieve peace & fulfilment of humankind’s potential”.
- 12.2.2 AIESEC’s values are: “Acting Sustainably, Striving for Excellence, Enjoying Participation, Activating Leadership, Living Diversity, and Demonstrating Integrity.”
- 12.2.3 AIESEC is a global, youth-run, non-political organization.
- 12.2.4 AIESEC aim to provide a safe environment for all our stakeholders to develop themselves in by providing an adequate working environment to ensure all our stakeholders are not being discriminated by race, colour, gender, sexual orientation, creed, and religion, national, ethnic and social origin, age, their life put at risk or where they would be harassed.

12.3 Applicability

- 12.3.1 The Protocol will be applicable to *all people who work for & with AIESEC*. This includes all EP, and all levels within AIESEC members.
- 12.3.2 The sphere considered for any mode of harassment will be the work centre; consequently, if cases of harassment should occur outside the workplace, proof must be provided that the situation is directly work-related (for example, during global exchange products, CEED or MC term, conferences or events).

12.3.3 The Act of retaliation and/or Tampering of/with Harassment or Violence situations shall also be evaluated and reported as the concepts below stated, under the same investigation and reporting mechanisms.

12.4 Concepts

12.4.1 Sexual harassment

12.4.1.1 Sexual Harassment is any conduct of a sexual nature, whether verbal or physical, with the purpose of infringing or that infringes on the dignity of a person, particularly when it generates an intimidating, derogatory or offensive environment.

12.4.1.2 Sexual harassment is distinguished from freely accepted and reciprocal advances to the extent that sexual harassment is unwanted by the person object of the said advances. As an example, and without excluding or limiting other aspects, the types of conduct described below could be considered sexual harassment.

12.4.1.3 Conduct understood as sexual harassment

12.4.1.3.1 Verbal conduct can be classified as unwelcome sexual insinuations, propositions or pressure to enter into sexual intercourse, insistence to take part in social activities outside the workplace once an individual has clearly stated that the said insistence is inappropriate and unwarranted; offensive flirting; insinuating, indirect or obscene comments; unwanted telephone calls; jokes or comments on a person's sexual appearance.

12.4.1.3.2 Nonverbal conduct can be classified as Exhibition of sexually suggestive or pornographic photographs, of objects or texts, indecent looks, whistles or gestures; offensive letters or e-mail messages with sexual contents.

12.4.1.3.3 Physical conduct - can be classified as deliberate and unwanted physical contact, unwanted hugs or kisses, excessive and unnecessary physical nearness.

12.4.1.4 Types of sexual harassment

12.4.1.4.1 Two types of sexual harassment can be distinguished based on whether the above indicated behaviour implies an element of coercion or not.

- a. **“Quid pro Quo Harassment”** This consists in forcing the victim to choose between accepting sexual advances or losing/seeing reduced certain work benefits or conditions that affect that person's access to professional training, employment, promotion, salary or any other decision connected with these issues. As this behaviour implies abuse of authority, the individual involved will have the power, whether directly or indirectly, to provide or refuse certain work benefits or situations.
- b. **“Environmental Harassment”** The subject involved in the harassment creates a work environment that is intimidating, hostile, derogatory, humiliating or offensive for the victim, due to unwelcome attitudes and behaviour of a sexual nature. This may involve any stakeholders involved with AIESEC, including employees of the company organizations that we work with, host family, etc., regardless of their position or status, or third persons with access to the Branch.

12.4.2 Sex and/or gender related harassment

12.4.2.1 Any conduct, based on a person's sex, gender and/or sexual orientation, with the purpose of infringing or that infringes on the dignity of the person and generates an intimidating, derogatory or offensive environment.

12.4.2.2 Conduct understood as sex related harassment

1. Below is a list of examples of behaviours or conducts that, if conducted in relation to a person's sex/gender or sexual orientation and with the intention of infringing against a person's dignity, without excluding or limiting other aspects, could be considered sex-related harassment:
 - a. Ignoring or excluding a person.
 - b. Unfair or biased assessment of a person's work.
 - c. Assigning tasks or work below a person's professional capacity or skills.
 - d. Explicit or implicit behaviour aimed at making decisions on a person's access to professional training and job scope, to the continuity of employment, salaries and/or subsidies or any other decision on these issues.
 - e. Unfavourable treatment due to pregnancy or maternity situations.
 - f. Stipend variation for professionals with the same responsibilities.

12.4.3 Psychological harassment (Mobbing)

12.4.3.1 *Mobbing*, “moral harassment at the workplace” or “psychological harassment at the workplace” are terms used to describe a situation where the behaviour of a person or group of people includes extreme, abusive and unfair psychological violence, in a systematic and recurring manner, over a prolonged period of time, against another person at the workplace and that may infringe on that person’s dignity. It must be stated that certain hostile actions may take place occasionally in the workplace, although, to be considered psychological harassment they must be, as stated above, systematic, habitual, over long periods of time and targeting one specific individual. Therefore, psychological harassment must not be confused with situations of work-related pressure or conflict. The latter refers to situations where there are disagreements, given that differences of opinion, discussions or eventual conflicts may arise in the workplace. Psychological harassment, on the other hand, consists in a malicious, systematic and sustained attack against a specific person

12.4.3.2 Conduct understood as psychological harassment (Mobbing)

1. Below is a list of examples of specific behaviours that, if they comply with the definition indicated in the previous point, may be considered psychological harassment at the workplace, without excluding or limiting other aspects.

12.4.3.2.1. Harassment based on organisational measures:

- a. Forcing a person to perform tasks that go against their conscience.
- b. Offensively judging a person's performance, concealing that person's efforts and skills.
- c. Questioning and disavowing a person’s decisions.
- d. Not assigning any tasks, or assigning pointless or degrading tasks.
- e. Refusing or concealing the means to perform a task, or providing incorrect data.
- f. Assigning tasks that are clearly above the skills or qualifications of the person, or that require qualifications far below those held by the person.
- g. Giving contradictory or impossible orders.
- h. Manipulating work tools (for example, deleting computer files).
- i. Stealing belongings, documents, tools, etc.
- j. Threatening or putting pressure on the people who support the person being harassed.
- k. Manipulating, concealing, returning a person’s correspondence, calls and messages.
- l. Refusing or complicating access to permits, courses, activities, etc.

12.4.3.2.2. Harassment based on reducing communication possibilities:

- a. Changing people to a different place to separate them from colleagues (isolation).
- b. Ignoring the presence of a person.
- c. Not speaking to a person.
- d. Restricting colleagues from speaking to a person.
- e. Not allowing a person to express his/her views.
- f. Avoiding all visual contact.
- g. Eliminating or restricting available means of communication (telephone, email..)

12.4.3.2.3. Activities that affect the physical or psychological health of the victim:

- a. Threats or physical aggression.
- b. Verbal or written threats.
- c. Shouting at or insulting a person.
- d. Threatening telephone calls.
- e. Provoking a person, forcing a person to react emotionally.
- f. Intentionally generating expenses to affect the person.
- g. Damaging a person's workplace or belongings.
- h. Requiring a person to perform jobs that are dangerous or damaging for a person's health.

12.4.3.2.4. Criticising a person's private life or an individual's personal or professional reputation

- a. Manipulating an individual's personal or professional reputation through spreading rumours, degrading remarks or ridiculing an individual.
- b. Making it understood that a person has psychological problems, trying to make them go for a psychological examination or diagnosis.
- c. Making fun of gestures, voice, physical appearance, disabilities, giving people nicknames, etc.
- d. Criticising a person's nationality, political or religious attitudes and beliefs, private life, etc.

12.5 PROTOCOLS FOR RESOLUTIONS

12.5.1 Incident report

- 12.5.1.1** Any case detected must be reported in writing format (email, letter) by the person affected or by a third party who is aware of any case of sexual harassment, sex-related harassment and/or psychological harassment. The said person must identify him/herself. The format used can be the Annex 3 attached to this document or a signed letter.
- 12.5.1.2** Anonymous notices will not be taken into consideration due the possible necessity of conducting interviews.
- 12.5.1.3** The written report/charge sheet will be sent by email, or by any other means that provide proof of delivery, to any of the people who form part of the "**Harassment Prevention Committee**", which will study and investigate the case.
- 12.5.1.4** In case of not knowing who composes the entity's "**Harassment Prevention Committee**" the person reporting the case can forward the incident to its AIESEC Local or Member Committee or appealing boards (Such as ECB and ICB).
- 12.5.1.5** An investigation will always take place regardless of the data provided in the report, although it must be stressed that the investigation will take less time and will be more efficient if as much information and details as possible are included in the report. Consequently, we recommend that the report should include the following information, at least:
- a. The people involved.
 - b. Types of conduct.
 - c. Dates and places where the said behaviour took place.
 - d. Possible witnesses.
 - e. Identification of the potential harassment victim.

12.5.2 Harassment Prevention Committee procedures and report:

- 12.5.2.1** Every AIESEC Member Committee should have in place a “Harassment Prevention Committee” from the first day to the whole duration of the MC term. The contacts of such committee should be available for its national and global plenary.
- 12.5.2.2** The Committee will study and assess each case, it will have the right of access to all the information and documents required to solve a claim and its agreements will be adopted by a majority vote of its members. It will function in accordance with its internal regulations, which will be approved by the Committee at its first meeting, and in full accordance to everything described in the most current XPP document and its Annexes.
- 12.5.2.3 The Committee consists of:**
- a. Member Committee President or any other Legal representative inside the MC.
 - b. At least one & maximum of two external (Advisors, Lawyer and/or Psychologist).
 - c. National Entity Ethics Subcommittee Chair or Ethics responsible.
 - d. For exchange related cases: ECB Chair can be included.
- 12.5.2.4 For cases involving Exchange Participants, and being reported after the realization/departure of the potential harassment victim/involved from the Hosting Entity, The Committee should consist of:**
- a. Member Committee President or any other Legal representative inside the MC, of both Sending and Hosting Entity.
 - b. ECB Chairs from both SE and HE can be included.
 - c. At least one & maximum of two external (Advisors, Lawyer and/or Psychologist) of the HE.
 - d. National Entity Ethics Subcommittee Chair or Ethics responsible from HE.
 - e. Such change should aim to guarantee the neutrality and fairness of the investigation.
- 12.5.2.5** Every case received should be investigated by the Committee and reported in the guidelines stated on this document, as well as the guides in the Annex 3 of this XPP.
- 12.5.2.6 The competence/responsibilities of this Committee are:**
- a. Receive all reports, complaints, claims, suggestions or consultations in relation to harassment situations.
 - b. Create timeline, materials, tools - And implement education on the contents of this protocol for all its national members, exchange participants and stakeholders.
 - c. Investigate alleged cases of sexual harassment, sex-related harassment and/or psychological harassment.
 - d. Perform any tests of a documentary nature or interviews required.
 - e. Guarantee a strict level of confidentiality in relation to the issue and the people involved and provide equal treatment to all parties.
 - f. Prepare a detailed report that will include relevant proposals concerning measures to be adopted.

12.5.2.7. Submit the said report **within a maximum period of seven (7) working days from the moment the original claim is made to The Committee.** The report should be sent in the format stated on the Annex 3, signed by all members in a PDF format, to PAI and ICB Chair current. For cases involving members only, PAI & Global ESC Chair.

- a. A resumed copy of the said report should also be sent to the parties involved.
- b. Follow-up each report made, attaching any actions implemented as an annex to each report.
- c. Respond to Authorities, Media, Global Plenary, Internal and Externals for claims if its needed.
- d. Provide the possibility of free counselor/psychological support for every Victim.

12.5.3 Incident investigation protocol

12.5.3.1 The Committee will deal with each case individually and will guarantee that the people affected are heard and supported at all times, as they may be going through a delicate situation, even isolation. All the people affected will be heard and supported at all times.

12.5.3.2 With this in mind, the Committee may conduct interviews or use other investigation techniques in relation to any of the parties involved, witnesses or third parties who may provide useful information. Every interview should be outputted, and if needed signed and kept for further issues.

12.5.3.3 The main objective of an interview is to discover the situation of the affected parties and, among other issues:

- a. Whether there is or has been a case of workplace harassment, its features, reasons, the phase it is in, etc.
- b. Who is considered to be embarking on the said harassment behaviour and the hierarchic relationship that exists.
- c. The situations in which the harassment takes place. Whether it takes place in the presence of other colleagues and, if so, how they reacted.
- d. If the case has been reported to a superior; how (verbally or in writing) and what response was given.
- e. To what extent the situation has affected the health of the person, including whether any specialist assistance has been required or whether the person has been on sick leave in recent months and for what reasons.
- f. Whether other colleagues have or have had similar problems with a view to obtaining additional information from them.

12.5.3.4 The interviews will be conducted in accordance with the following rules:

- a. If the Committee should decide to interview the harassed person and the person reported together; the said interview may only take place if both parties provide their express consent.
- b. Either of the parties will be granted an interview on request.
- c. All parties involved have the right to obtain assistance from representatives or advisors.

12.5.4 Confidentiality and protection

- 12.5.4.1** The intention is that the procedure should be as speedy and efficient as possible and that the privacy, confidentiality and dignity of the people affected should be protected at all times.
- 12.5.4.2** Furthermore, the victim will be provided sufficient protection in relation to his/her health and safety, taking into account any possible physical and psychological consequences that may derive from the situation; providing special attention to the work-related circumstances of the alleged victim of harassment.
- 12.5.4.3** A strict level of confidentiality will be maintained throughout the entire procedure, and all internal investigations will be performed with tact and due respect to both the person reporting the case, the victim – who may not receive any unfavourable treatment due to the case - and to the person reported, whose guilt will not be presumed.
- 12.5.4.4** All people involved in the process will be under a commitment to confidentiality and will be identified in the Final report dossier.
- 12.5.4.5** The unauthorised dissemination of data of any nature in relation to the procedures will be considered a breach of contract and will be subject to disciplinary penalties.

12.5.5 Preventive measures

- 12.5.5.1** With a view to preventing and avoiding behaviours that may be considered as harassment at the workplace, AIESEC will disseminate this Protocol through:
- a. AIESEC online platforms.
 - b. Any other means through which the said objective can be achieved.
- 12.5.5.2** AIESEC will encourage specific training of all members of its organisation on sexual harassment, sex-related harassment and psychological harassment. Moreover, AIESEC will provide appropriate training for any members of its organisation who hold any type of responsibility in the procedures implemented for reporting the above mentioned types of harassment as a part of induction in to the organisation.
- 12.5.5.3** Furthermore, AIESEC is committed to promoting respect and consideration among all its collaborators, preparing documents and performing any other action considered necessary to fulfil the purpose of this Protocol.

12.5.6 Sanctions & disciplinary actions

12.5.6.1 For AIESEC Entities:

- a. Every Harassment Case tampered, unreported or in which the Investigation and Reporting flow are not respected, involving exchange participants, will be evaluated with ICB and the entity will count with one (1) Official Case lost per exchange participant involved, if diagnosed that the involved entity was not compliant to the global guideline.

12.5.6.2 For Involved parties:

- a. If the investigation concludes that an offence has been committed, it must be decided what the appropriate course of disciplinary action. It should be considered by the committee, among other things, the context in which the conduct occurred, whether the perpetrator had a history of previous misconduct and the level of harm caused. No case should be concluded with no follow up action, being it dismissal or disciplinary. Disciplinary measures can consist of warnings, penalties and/or direct dismissal from the organisation.
- b. If the perpetrator is disciplined but not dismissed, measures should be taken to both protect the victim in future and from retaliation, exposing, discomfort - And ensure there is no repeated misconduct.
- c. If the perpetrator is dismissed, AIESEC should also ensure the victim has guidance to ensure its protection.
- d. If the perpetrator is dismissed, AIESEC should do so through a formal meeting, and make sure all documents, interviews, and evidences are kept under the Harassment Investigation committee in case any future legal action is taken by any side.
- e. If the Victim requests, AIESEC is responsible to assist in filling a legal/police complaint against the perpetrator, being available for requests to be responded by the Harassment Investigation Committee.

12.5.6.3 Reprisals

- a. If reprisals should take place against or discriminate the person who has presented the claim, the victim or other people involved in the procedure, whether any case of harassment (in any of its manifestations) has been established or not, the relevant disciplinary measures will be adopted.

12.5.6.4 False Testimony

- a. In case its discovered that no case of harassment, in any of its manifestations, has existed in relation to a claim and if it is considered that the claim has been presented in bad faith; the relevant disciplinary measures will be taken. Also, in case any party also presented an invalid report, or lied to protect or hide information.

13. Glossary of Terms/Acronyms

Term	Acronym	Definition
AIESEC International	AI	Foundation administered by the Management Board of AIESEC International Inc., having its official office located at 5605 Avenue, De Gaspé, H2T 2A4, Montreal, Québec, Canada. It is the highest governing body of AIESEC looking over operations of the global AIESEC network.
AIESEC Experience	-	<p>The AIESEC Experience is the set of opportunities we provide as an organization to engage and develop leadership among young people. They are described in the Section 3 of the Document, and they are:</p> <ol style="list-style-type: none"> 1. Engagement with AIESEC 2. Life Long Connection 3. Experiential Leadership Development <p>This last one, also referred as ELD, is the one in which AIESEC provide its three exchange Products.</p>
Acceptance Note	AN	The Confirmation from the Exchange Participant of its availability to go on an exchange with this opportunity.
Completion Survey Standards Survey	-	Survey to the EP with the objective to measure the quality standards delivered by AIESEC during that exchange experience. The survey is available since the approval with an opportunity.
Engagement with AIESEC	EwA	A phase in the AIESEC experience that sparks an interest in young people to develop themselves to contribute to a better world.
Experiential Leadership Development	ELD	<p>Focus phase of this document</p> <p>This phase enables young people to develop their leadership through learning from practical experiences in challenging environments. It's products are listed in the sector of Global Exchange Products.</p>
Entity Control Board	ECB	The Entity Control Board works arbitrating cases of exchange standards and ER Principles of AIESEC entities and physical AIESEC Members, They are the last decision making body on National level in regards to Exchange policies and entity standard regulation principles. For further definitions, refer to the Global Compendium & Annex 1.1.3.4. The Control Boards Guideline.
Exchange Participant or Intern	EP	Young person that is on the age range of 18 to 30 years old (At the date of its Contract signature and official approval on AIESEC Platforms) participating in one or more Global Exchange Product(s). A person is

		considered an EP once its contract with AIESEC is signed.
Exchange Products Policies	XPP	Official document that governs and defines Responsibilities, Procedures, and Protocols for every AIESEC experience that falls under its exchange products: Global Entrepreneur, Global Talent, and Global Volunteer.
Global Exchange Product, or Exchange	-	Refers to the AIESEC Exchange Products: Global Volunteer (GV), Global Talent (GT) and Global Entrepreneur (GE) . The general value proposition: Cross-cultural experiences, a young person has the opportunity to develop leadership qualities of self-awareness, solution orientation, empowering others and world citizenship through learning from practical experiences in challenging environments.
Hosting Entity or ICX	HE	Official Local or Member Committee of AIESEC or AIESEC International, that carries out the Exchange Product with an OP by opening an opportunity in the platform and is, or was, responsible for its approval, preparation and experience realization for both OP, and EP once its approved.
Internal Control Board	ICB	ICB is the Global Internal Control Board, working with the purpose to make the organization more customer centric and ensure leadership development by fulfilling standards in every AIESEC product. They are the final decision-making power on all cases pertaining to the Exchange Product Policies at Global Level and XPP applicability.
International Legislative Meeting	ILM	Meeting at which AIESEC Global Plenary, represented by MCPs (Member Committee Presidents), together with AIESEC International and involved bodies meet to discuss and progress towards Global decision making.
Local Committee	LC	Any local headquarter formally recognized as such by AIESEC International. An LC can send its EPs abroad and/or receive EPs.
Member Committee	MC	Any country or territory headquarter formally recognized as such by AIESEC International. The Member Committee is the final responsible regarding the activities and Exchanges involving any of its Local Committees.
National Law	-	Any federal, provincial, state or local law, statute, ordinance, rule or regulation imposed by or on behalf of a governmental authority chosen in an agreement or contract.
Opportunity Provider or Enabler	OP	An organization, company, educational institution or start-up hosting an EP during the Product realization. It's considered an OP once its contract with AIESEC is signed.

Sending Entity or OGX	SE	Official Local or Member Committee of AIESEC or AIESEC International which carried out the selection process of an EP and is, or was, responsible for its approval, preparation and reintegration.
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