

# COMPENDIUM OF AIESEC UNITED STATES

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# **Table of Contents**

Table of Contents	2
Constitution	4
Article I: Identity	4
Article II: Entities of AIESEC US	7
By-Laws	16
Article III: Elections and Governance	16
Article IV: Financial Structures	29
Article V: Exchange	34
Article VI: National Meetings	38
Article VII: The Relationship between the LCs and the MC	42
Article VIII: Data Protection	45
One Year Motions	49
Two Year Motions	50
Mandates	51
Appendices	59
Appendix 1: LC Membership Status	59
Appendix 2: Procedure for Recording Minutes	60
Appendix 3: Random Selection	62
Appendix 4: AIESEC Acronyms and Terms used in the Compendium	63
Appendix 5: Regional Composition	65
Appendix 6: Entity Responsibilities	66
Appendix 7: Membership Criteria	68
Appendix 8: Outgoing Exchange Pricing Structure	69
Appendix 9: Incoming Exchange Pricing Structure	71
Appendix 10: Procedure for Voting	72
Appendix 11: Local Committee Fines	74
Appendix 12: External Relations Principles	75



Appendix 13: AIESEC Exchange Program Policies	86
Appendix 14: National Affiliation Fee Breakdown	87
Appendix 15: Finance	89
Appendix 16: International MCP Candidate Visa Eligibility Criteria	91
Appendix 17: Digital Branding and Marketing Principles	92
Appendix 18: Funding Group Allocations	93



# Constitution

# Article I: Identity

- 1. This section outlines the nature and purpose of AIESEC United States, Inc.
  - 1.1. Name
    - 1.1.1. The name of the Corporation shall be AIESEC United States, Inc. (hereinafter referred to as "AIESEC US" or "the Corporation").

#### 1.2. Definition

1.2.1. The Corporation is a 501(c)(3) not-for-profit organization and is the United States of America affiliate of AIESEC International.

#### 1.3. The AIESEC Way

- 1.3.1. What is AIESEC: AIESEC is a global, non-partisan, independent, not-for-profit organization run by students and recent graduates of institutions of higher education. Its members are interested in world issues, leadership, and management. AIESEC does not discriminate on the basis of race, color, gender, sexual orientation, creed, religion, or on national, ethnic or social origin.
- 1.3.2. What we envision: Peace and fulfillment of humankind's potential.
- 1.3.3. Our impact: Our international platform enables young people to explore and develop their leadership potential for them to have a positive impact on society.
- 1.3.4. The way we do it: AIESEC provides its members with an integrated development experience comprised of leadership opportunities, international traineeships and participation in a global learning environment.

#### 1.3.5. Our Values:

- 1.3.5.1. Activating Leadership: We lead by example and inspire leadership through action and results. We take full responsibility for developing the potential of other people.
- 1.3.5.2. Enjoying Participation: We have a dynamic environment created by active and enthusiastic involvement of individuals. We enjoy being involved in AIESEC. 1.3.5.3. Striving for Excellence: We aim to deliver the highest quality performance in everything we do. Through creativity and innovation, we seek to continuously improve our results.
- 1.3.5.4. Living Diversity: We seek to learn from the different ways of life and opinions represented in our multicultural environment. We respect and actively encourage the contribution of every individual.
- 1.3.5.5. Acting Sustainably: We act in a way that is sustainable for our organization and society.

  Our decisions take into account the needs of future generations.
- 1.3.5.6. Demonstrating Integrity: We are consistent and transparent in our decisions and actions. We fulfill our commitments and conduct ourselves in a way that is true to our ideals.

#### 1.4. Entities of the Corporation

1.4.1. Entities of the Corporation consist of Local Committees (hereinafter referred to as "LCs"), a national executive board called the Member Committee (hereinafter referred to as "MC"), the National Plenary (hereinafter referred to as "NP"), and the Board of Directors (hereinafter referred to as "BoD"), subcommittees, and regions.

# 1.5 Code of Ethics

- 1.5.1 The Code of Ethics is as follows
  - 1.5.1.1. AIESEC US does not treat members of AIESEC US and otherwise with unfair bias.
  - 1.5.1.2. AIESEC US does not discriminate nor harass on the basis of creed, religion, appearance, sexual orientation, gender, political affiliation, equity, ethnic origin, disability, color, sex, socioeconomic background, local committee origin, or major.



- 1.5.1.3. AIESEC US does not participate in hazing.
- 1.5.1.4. AIESEC US practices strict confidentiality with member and potential member information.
- 1.5.1.5. AIESEC US does not participate in bribery or corruption in any circumstances.
- 1.5.1.6. AIESEC US maintains fairness and equity in our processes.
- 1.5.1.7. AIESEC US practices strict whistleblower protection and does not tolerate any retaliation.
- 1.5.1.8. AIESEC US avoids conflicts of interest.
- 1.5.1.9. AIESEC US strives for justice, fairness, and equity for all.
- 1.5.1.10. AIESEC US abides by all state and national legal and reporting requirements needed to maintain our organizational standing.
- 1.5.1.11. AIESEC US does not support any political party, nor do we lobby for the election or removal of any political official.
- 1.5.1.12. We treat everyone with respect.
- 1.5.13. We conduct fair and equal investigations. All parties are innocent until proven guilty.
- 1.5.1.14. We act with integrity and do not obstruct information from being presented in a fair and open way.
- 1.5.1.15. AIESEC US acknowledges our social responsibility and does not harm others nor the environment.
- 1.5.1.16. AIESEC US models our behavior around our 6 leadership values: Acting Sustainably, Demonstrating Integrity, Striving For Excellence, Enjoying Participation, Living Diversity, and Activating Leadership.
- 1.5.2 Procedure for Solving Ethical Cases
  - 1.5.2.1. Submit a form
  - 1.5.2.1.2. If someone in your entity (LC or MC) is aware of unethical behavior, then it is their responsibility to report it. To do so, the person should file a case with the ESC.
  - 1.5.2.1.3. In order to file a case, the person who wants to report unethical behavior should complete the case submission form, using either their personal name and email, or anonymously with an email handle that is created specifically for the case to protect your privacy during the investigation. The form can be found here: bit.ly/AUS-ESC-form
  - 1.5.2.1.4. We highly recommend emailing the ESC handle prior to submitting a case form to gauge whether or not your issue falls under the jurisdiction of the ESC, the ECB, or local law enforcement.
  - 1.5.2.1.5. The most important criteria to remember is current and potential members of AIESEC US can use this form to file a case against another member or body in AIESEC, and members and bodies of other AIESEC entities.
  - 1.5.2.1.6 The type of cases that breach the code of ethics are as follows: Cases that breach the code of ethics directly (bit.ly/AUS-COE). For example: Theft, Bribery, Sexual misconduct, Discriminatory behaviour, Fraud, Abuse of power, Peer pressure into taking drugs and/or alcohol. Please reach out to local law enforcement if the nature of your case is severe i.e. you suffered bodily injury or theft of personal property.

#### 1.5.3. Confirmation

- 1.5.3.1. In order to keep the case and further investigation confidential, all evidence should be sent through email to the ESC. Those who submit a case with the ESC will be referred to as whistleblowers. After the whistleblower submits the form, they will get an acknowledgement email from AIESEC US' Ethics Subcommittee to have a further discussion about the case and move forward with the investigation if it is deemed relevant for the ESC to be involved.
- 1.5.3.2. Once a case is introduced to the ESC via the online form, the ESC will begin our



investigation process. Here is what that looks like:

- 1.5.3.1. Verify the authenticity of the case.
- 1.5.3.2. The case shall be closed in circumstances of lack of proof or invalid allegations.
- 1.5.3.3. Gather as much information as possible by requesting evidence, interviewing people involved, contacting people close to the case or any way that the ESC considers necessary to complete the case.
- 1.5.3.4. The ESC has the right to interview any person related to the case and gather the required information in compliance with the law of the country where the violation occurred.
- 1.5.3.5. Once the complaint is verified, the Subcommittee must decide if the case is under its scope of action and redirect the person to another AIESEC body if necessary.
- 1.5.2.2.8. The ESC is then responsible to take the investigation forward until a conclusion is reached, maintaining the confidentiality of the entire process.
- 1.5.3.6. This process can take anywhere between 2-3 weeks to solve in clear cut cases, or longer if the case is more severe.

## 1.5.4. Investigation

- 1.5.4.1. In order to bring guidance or mediate a situation, the ESC will take the following steps after verifying the validity of the case. ESC will analyze all the information received and any alternative versions of the same case to have full clarity on the facts.
- 1.5.4.2. Depending on the nature of the case, the ESC will be responsible for divvying out the following recommendations and reprimands:
- 1.5.4.3. Fine for the LC's MC controlled bank (the ESC does not fine individuals). The money from the fine will go into the National Support Fund.
- 1.5.4.4. Propose a motion for the disbandment of an LC with repeat violations
- 1.5.4.5. Call for the removal of members who violate the COE to their direct team leaders, the MC. or the AIESEC US Board of Directors
- 1.5.4.6. Place members of AIESEC US who violate the COE on a two week suspension, in which they are not allowed to contact members of AIESEC US for the duration of their suspension
- 1.5.4.7. Remove members who violate the COE from conference premises if the violation occurs at the conference itself
- 1.5.4.8. Conduct a DEI training for the LC or MC in the case of discrimination
- 1.5.4.9. Recommend the whistleblower to contact local authorities

#### 1.5.5. Closing a Case

- 1.5.5.1. The case that has been filed will considered closed if the following steps have occured:
- 1.5.5.2. The final decision is made after mutual consent of the ESC members and the MC responsible. The ESC shall ensure that the entire process is confidential, and no information shall be given out unless a final decision has been made.
- 1.5.5.3. Once a final decision is reached, the ESC will communicate to all involved parties the official ESC statement and recommendations about the case. The case as well as its final statement and recommendations should be stored in a drive folder under the email of the ESC in chronological order and accessible to the Local Entities for future reference. The ESC will ensure complete confidentiality on sensitive information and anonymously-shared information.
- 1.5.5.4.The ESC chair is responsible for tracking the implementation of the verdict or solution.
- 1.5.5.5. Once a final decision is reached and recommendations are shared with the parties involved, a series of tools allow the ESC to apply consequences to the entities/people involved:



- 1.5.5.6.The ESC will make sure together with the MC that the national compendium and global compendium are followed, applying the accountability consequences described in those documents or referring the case to another competent body of AIESEC.
- 1.5.5.7. If it is discovered that the actions described in the case are in violation of law where the actions took place, the ESC will strongly recommend the whistleblower/victim to contact local authorities and legal representatives in the event that the whistleblower/victim wants to explore those avenues.
- 1.5.5.8. All conclusions of cases will be stored in a drive, which can be accessible to the national plenary (LCPs and MC). This means that an entity might damage its reputation through unethical conduct and behavior.
- 1.5.5.9. The ESC can propose specific motions during a Legislation Meeting to add consequences to a case (example: ESC proposes that AIESEC in Wonderland loses full membership because of a specific conduct or ESC proposes that AIESEC in Wonderland be automatically disbanded due to a severe COE violation).

#### 1.5.6. Terms and Conditions

- 1.5.6.1. A lost case is defined as a situation where:
- 1.5.6.1.1. The Entity is not collaborating with the ESC to solve the case. An entity not collaborating is understood as an entity not responding to the ESC, not implementing the agreed resolutions between the ESC and entity in accordance with the national compendium and Code of Ethics, or missing the deadlines agreed on by the entity and the ESC.
- 1.5.61.2. The Entity denies one or several ethical misconducts that are proven to have happened.
  1.5.6.2. An Entity can request a case to be re-opened within 30 days following the date of the ESC conclusions if, and only if, the Entity has additional evidence to submit that could change the conclusions of the case. The ESC will be responsible to assess and take into consideration the new evidence and share with the parties involved the final conclusion of the case. This procedure can only happen once per case.

# Article II: Entities of AIESEC US

#### 2. This section outlines the different entities that make up AIESEC US and their roles.

# 2.1. Member Committee

- 2.1.1. The MC consists of the Member Committee President (hereinafter referred to as "MCP"), the MC Vice Presidents (hereinafter referred to as "MC VPs"), and the supporting staff employed by the Corporation.
- 2.1.2. The term of office for the individual members is one year, plus up to one month for transition.

#### 2.1.3. Function of the MC:

- 2.1.3.1. The MC is entrusted with the national management and administration of the Corporation and shall support the mission and activities of the Corporation subject to the discretion of the NP
- 2.1.3.2. The MC is liable for the actions of the LCs under its jurisdiction.
- 2.1.3.3. The MCP will represent the Corporation to AIESEC Alumni International and AIESEC Life.
- 2.1.3.4. The MC shall support LCs by providing advice, training, and resources to work toward the goals and objectives set forth by the NP.
- 2.1.3.5. The current MC is required to transition the MC-elects into their positions. 2.1.3.6. The MCP shall act as the liaison between the MC and the BoD.
- 2.1.3.7. The MCP shall attend NP meetings and report to the NP on the current financial state of the Corporation.

#### 2.2. Local Committee



- 2.2.1. The LC consists of an Executive Board (hereinafter referred to as "EB") and General Members. All individual members must be students or recent graduates of institutions of higher education.
- 2.2.2. Each Local Committee President (hereinafter referred to as "LCP") must be elected by the members of said LC once a year.

#### 2.3. National Plenary

- 2.3.1. The NP is the decision-making body regarding issues concerning the general direction and future initiatives of the Corporation. It is the entity that decides on changes in the Compendium and the Constitution of the Corporation.
- 2.3.2. The NP consists of all current Local Committee Presidents and the current MCP.
- 2.3.3. The NP must sign the Sexual Harassment and Alcohol Policies as defined by the Corporation and the BoD and actively enforce them within the LCs for which they are responsible.

#### 2.4. The Board of Directors

- 2.4.1. The BoD provides direction and oversight to the Corporation through interaction with the MC and is an external body to which the Corporation is financially and legally responsible.
- 2.4.2. The BoD shall convene at least three times a year. Minutes from its meetings shall be made available to the NP.
- 2.4.3. The BoD shall contain two Plenary Representatives (hereinafter referred to as "PRs") who are elected at Winter National Conference (hereinafter referred to as "WNC") for a term of one year.
  - 2.4.3.1. They shall be required to attend the BoD meetings three times a year.
- 2.4.4. At least one representative from the BoD, who is not currently a Plenary Representative or on the MC, must present a report to the NP at SNC and WNC on the financial management and health of the organization if logistically feasible. If not feasible, the BoD must appoint a proxy to deliver the presentation.

#### 2.4.5. BoD Membership Approval

- 2.4.5.1. Anyone in the Corporation can nominate a candidate for the BoD of the Corporation.
- 2.4.5.2. Nominations for membership to the BoD shall be presented to the NP, the MC, and the full BoD by the Nominations Committee Chair on the BoD.
- 2.4.5.3. Nominations for membership to the BoD shall be ratified at the following National Legislative Meeting (hereinafter referred to as "NLM") by the NP.
- 2.4.5.4. In the event that the NP does not ratify the BoD member selection, the MCP, as a member of the BoD, shall bring the decision to the Chairman of the Board to determine the course of action.

#### 2.5. Subcommittees

2.5.1. Subcommittees are groups, consisting of LCPs and an MC member, that meet in order to work on and review topics defined in Section 7.2 of the Compendium.

# 2.6. Regions

- 2.6.1. Regions are groups of LCs that support each other.
- 2.6.2. The composition of the Regions is documented in Appendix 5.

#### 2.7. Entity Support Body

- 2.7.1. The Entity Support Body (hereinafter referred to as "ESB") is selected by the MC twice a year. It consists of two bodies with different responsibilities.
- 2.7.1.1. The Entity Support Team (hereinafter referred to as "EST") is responsible for supporting national initiatives and communicating them to the LCs. The specific job description for the EST is decided by the MCVP responsible, and will be released in the application package.
  - 2.7.1.1.1. All applications to the ESB shall be released by the MC to LCPs prior to selection.

# 2.8. Entity Control Board

2.8.1. Role of the Entity Control Board

2.8.1.1 Definition: ECB is an entity controlling body working arbitrating cases of exchange



standards and ER Principles of AIESEC entities and physical AIESEC Members.

- 2.8.1.2 Powers: ECB is the last decision-making body on national level in regards to APIP and AEPP. An independent board, working directly with its MC, LCs, and ICB, to ensure that every customer & stakeholder experience complies with ethical and operational standards. The purpose of ECB is implementation and education, providing support for national team & local entities in managing standard of exchange programs, fire-fighting, exchange process evolution, creating national ECB resource hub & working directly with the ICB, final decision making body, to provide consultancies, education, audit and case solutions based on AIESEC Portfolio Internal Policies (APIP) & AIESEC Exchange Program Policies (AEPP) and its final interpretations. Entity Control Board is an Independent Body who has the power for the decision and it's not under any department.
  - 2.8.1.2.1 Applicable documents: ECB arbitrates disputes and makes decisions based on the AIESEC Portfolio Internal Policies (APIP) including decision-making about any recommendations also financial compensations stated in APIP Annex 2, and Annex 4 about Compliance Matrix. Moreover, all cases reported to the Entity Control Board must follow the procedures outlined in the APIP Annex 4 & 9.
- 2.8.1.3 Additional duties of the Entity Control Board:
  - 2.8.1.3.1 Provide quarterly reports to AIESEC US plenary at national conferences with recommendations on ethical issues related to the MC and local committees as well as brief updates on activities of the body. This report should be presented to the national plenary at least once during the term.
  - 2.8.1.3.2 Offer consultancy upon request on the interpretation of Exchange Program Policies and ER Principles to all AIESEC entities, AIESEC International and Exchange Participants.
  - 2.8.1.3.3 Conduct physical or virtual audits to AIESEC entities in order to ensure all operations are run in accordance with the Exchange Program Policies.
  - 2.8.1.3.4 Support the establishment of entity control boards across all AIESEC entities if needed.
- 2.8.2 Structure of ECB Members: ECB shall consist at minimum of a chair. The profile shall include current or outgoing Member Committee Vice Presidents, AIESEC Alumni as well as AIESEC members.

  Number of team members and structure inside the ECB team are defined by the ECB Chair for each upcoming term.

#### 2.8.2.1 Selection:

- 2.8.2.1.1 Applications for the ECB Chair AIESEC US must be open at least 3 months before the start of the term.
- 2.8.2.1.2 AIESEC US should have the ECB Chair selected 1 (one) month before the term starts. For one year positions, the Chair should be selected on July 1st And for 6 months positions, the first chair should also be selected on July 1st And the second, on January 1st.
- 2.8.2.1.3 The MCP is responsible to present the entity chair for the National Plenary using its internal communication tools And for the Global plenary, by updating any internal contact list in place and directly to the ICB chair email. The same applies for cases in which the Chair has been changed due to resignation and/or dismissal.
- 2.8.2.1.4 The Selection process should be conducted with participation of 1 MC representative, ECB Chair current, and one additional representative if needed. Voting distribution should be defined between the selection committee.
- 2.8.2.1.5 It is recommended that the National Plenary participates in part of the process, or at least ratifies the ECB Chair in the earliest Legislative meeting after



- selection.
- 2.8.2.1.6 If an ECB Chair is not selected and ratified until MC term starts, the previous ECB Chair/team is eligible to continue with ECB operations for at least one more semester.
- 2.8.2.2 Resignation: If members of ECB resign, the board still remains effective and is able to arbitrate cases, as long as there is at least one active member remaining. If the chair resigns, the MC shall select an interim chair from within ECB membership and/or an application shall be reopened.
- 2.8.2.3 Responsibilities of the members:
  - 2.8.2.3.1 The Chair is responsible for fulfilling responsibilities mentioned in APIP articles 11.3 and coordinating the members of ECB towards the same (distributing the cases and ensuring documentation and reporting to the AIESEC US plenary and MC).
  - 2.8.2.3.2 If ECB Chair was not selected and ratified until MC term starts, previous ECB Chair/team is eligible to continue with ECB operations
- 2.8.3 Submission of a complaint to ECB
  - 2.8.3.1 Before any party can submit a complaint to the ECB, it has to try to settle the issue on a local level. Complaining parties have a responsibility to raise complaints with appropriate local parties within one month of the date of the alleged violations. ECB shall automatically accept arbitration of cases where parties started negotiation/communication with each other on disputes within one month of the violation. However, the ECB chair shall have discretion in accepting or rejecting arbitration of cases where communication between parties started more than one month after the alleged violation. If the parties involved cannot reach a mutual agreement within one week period on a local level, it is advised that the situation be brought forth to ECB.
  - 2.8.3.2 The following steps must be followed to submit a complaint to ECB:
  - 2.8.3.2.1 The complaining party (LC or Intern) shall contact the ECB with an initial complaint on Exchange Standards Delivery by writing an email to the ECB. ECB contact email shall be accessible on the AIESEC US hub. ECB shall support the complaining party in filling in the Official Case Application Package (please refer to APIP Annex 4) within one week after official complaint is received. If no reply within one week or contact not found, please refer to icb@ai.aiesec.org.
  - 2.8.3.2.2 Application packages must contain LC to LC correspondence where ECB can find that mutually acceptable solutions could not be found.
  - 2.8.3.2.3 Application package should contain all proof of acclaimed APIP & AEPP violations which can include but not limited to: receipts, flight tickets, examples of communication, OP Taker/EP ANs, pictures etc.
  - 2.8.3.2.4 Documents attached in the Official Application pack must be in English. ECB has the right to request that documents are notary translated
  - 2.8.3.2.5 Along with this, ECB and EP must sign the last paragraph of the Official Case Application.
  - 2.8.3.2.6 ECB will inform the relevant counter entity of the complaint by submitting the Official Case Application Package.
  - 2.8.3.2.6.1 ECB of the counter entity has one week to submit an answer to the case by filling in the Official Case Application which was sent to them.
  - 2.8.3.3 The respondent may also file a claim against the original claimant. Such counter-claims must include the same information originally submitted by the claimant.
  - 2.8.3.4 Once the above information is gathered, ECB will email the entities with any requests for required additional information. All information must be submitted within ONE week



- from the date of the email. In case the entity cannot meet this deadline then the entity can ask for additional time before the deadline by directly submitting such a request to ECB e- mail address.
- 2.8.3.5 In case of an emergency or when basic living conditions of an intern do not fulfill the standards (lack accommodation, lack of salary etc.) case can be solved only by ECB Chair and ICB Team Leader of Case Solving within 48h.

#### 2.8.4 ECB Decisions and Follow Up

- 2.8.4.1 ECB shall hand down decisions with recommendations for solutions of the case within 1 week of receiving all information. The solution provided by the ECB is never obliged to include a financial compensation component, and is always subject to the interpretation of the APIP & AEPP by the ECB. Solution should be provided due to the Official Case Solution form which is outlined in Article X. Official Case Solution should be sent to ECB of counter entity and ICB (icb@ai.aiesec.org).
- 2.8.4.2 ECB is taking into consideration expectations of compensation submitted with the case and has the jurisdiction to decide on the amount and type of any applicable financial compensation.
- 2.8.4.3 Financial compensation as a final solution may consist of the following categories prescribed by ECB according to particular case details, APIP & AEPP policies violated and proofs submitted: OP Taker/ EP fee; Travel Expenses; Travel Insurance; Visa Expenses; Additional Expenses incurred by any party caused by APIP & AEPP violation by another party.
- 2.8.4.4 In case of financial compensation, the complaining party is given up to one week to create an invoice. The fined party has up to two weeks to proceed with the payment after receiving the invoice.
- 2.8.4.5 In case the entity fails to pay the fine amount within the timeline set by ECB,AI should automatically pay this sum from its funds and record it as loan for the owing entity in their entity balance.
- 2.8.4.6 If the internship in question is continuing at the time of complaint, ECB will provide an intermediate recommendation for immediate steps to address the situation within 2 days of receiving all the necessary information. ECB shall not be bound by this recommendation in forming its final decision.
- 2.8.4.7 The local committees will be responsible for sending a report to the ECB about implementation of the solutions handed down within 1 months of the case being resolved. Entities will be responsible for sending a report to ICB about implementation of the solutions handed down within 1 month of the case being solved. In ongoing cases, parties will be required to submit updates to ICB once every week until progress towards the solution is complete. At time of publication to the network, any personal details of individuals involved will be redacted from case solutions.
- 2.8.4.8 Break Realization Procedure:
  - 2.8.4.8.1 Approvals and Realizations breaks to be facilitated only by the ECB and LCVP of OGX/ICX.
  - 2.8.4.8.2 The corresponding local committee should submit the request to ECB through the LCVP about:
    - 2.8.4.8.2.1 Reason of break Realization or Approval
    - 2.8.4.8.2.2 Link on EXPA of the EP and the OP
    - 2.8.4.8.3 Both representatives of SE ECB and HE ECB must agree on it
    - 2.8.4.8.4 The ECB will Inform ICB (icb@ai.aiesec.org) about the corresponding information
- 2.8.4.9 A Local Committee can hold a maximum of 1 ECB case lost. In case of more cases lost, the



sanction will follow the guidance of the Compliance Matrix.

2.8.4.9.2 A lost case is defined as a situation where:

2.8.4.9.2.1The Entity is not collaborating with the ECB to solve the case. An entity not collaborating is understood as an entity not responding to the ECB, not implementing the agreed official resolutions or recommendations between the ECB and entity in matter according to the global compendium and APIP & AEPP or missing the deadlines agreed on by the local committee and the ECB.

2.8.4.9.2.2 The Entity denies one or several misconducts that are proven to have happened.

#### 2.8.5 Appeal of Decisions

- 2.8.5.1 In the case that ECB of counter entity or EP/LC do not agree to the decision made by ECB who filed the case, the party has the right to appeal against ECB decision during 7 days (one-week period) after official decision was announced by ECB. Appeal should be submitted to ICB (icb@ai.aiesec.org) and should contain Official Case Application, Official Case Answer and filled in Official AppealApplication. This appeal is accepted only if the party(ies) can provide additional documentation or proof that certain documentation was not considered. In such events, a final appellate committee composed of ICB members will review the case.
- 2.8.5.2 ICB will inform the relevant counter entity of the appeal by submitting the Official Appeal ApplicationPackage.
- 2.8.5.3 ECB of the counter entity has one week to submit an answer to the appeal by filling in the Official Appeal Application which was sent to them.
- 2.8.5.4 The respondent may also file a claim against the original claimant. Such counter-claims must include the same information originally submitted by the claimant.
- 2.8.5.5 Once the above information is gathered, ICB will email the entities with any requests for required additional information. All information must be submitted within one week from the date of the email. In case the entity cannot meet this deadline then the entity can ask for additional time before the deadline by directly submitting such a request to ICB e- mail address (icb@ai.aiesec.org).
- 2.8.5.6 ICB shall review the appeal independently of the first case solution. ICB shall base its decision on the documented evidence provided by ECB within the established deadlines. The recommendation of ICB is the final decision which shall be sent within one week after receiving all relevant documentation.
- 2.8.5.7 In instances where a decision involving a fine is not paid by the involved parties within the timeframe required by ICB, AI should automatically pay this sum from its funds and record it as loan for the owning entity in their entity balance. If an ECB is noticed to be partial or not follow up the procedure on compendium when solving a case, ICB has the right to disband the ECB depending on the gravity of the violation. ECB disbanded are not allowed to solve cases regarding quality of exchange programs until the body is re-elected and receives new training from ICB.

#### 2.8.6 ECB Audit

- 2.8.6.1 ECB Audit is the method to track the quality of exchangers and to grade each of the programs in LCs in terms of quality performance, by checking quality criteria in detail as well as customer satisfaction. The Objective is to assess accountability, evaluate the experience that they run in order to avoid any cases related to quality delivery, and to make sure that the LC is aligned with the Compliance Matrix.
- 2.8.6.2 ECB audit will be conducted virtually by ECB quarterly.
- 2.8.6.3 The structure of the audit is subject to change for the entire year based on the discretion of



the ECB Chair.

- 2.8.6.4 According to the result each program in each LC will be graded from A, B, C, D, E, with A being the highest quality and E the lowest.
- 2.8.6.5 For programs scoring C, D or E must submit a project plan to improve the quality of the program, then report the execution and evaluation of the project 2 months after receiving the report.
- 2.8.6.6 Criteria of ECB Audit is the fulfillment of ECB Compliance Audit & ECB Exchange Standard Delivery Audit. All the ECB Audit tools must align with the Compliance Matrix.

#### 2.8.6.7. Audits

2.8.6.7.1. OGX Audit: The sending LC is responsible for uploading proof of all requested documents. Such documents include proofs of:

Registration with iSOS - these proofs can be either the EP's confirmation email or a screenshot of complete registration for iSOS

Registration in STEP - this proof is a screenshot of confirmation of enrollment STEP

Travel Health Insurance - this proof is a picture or health insurance card STEP is not required if the EP is not a US Citizen. An EP is not allowed to opt out of these documents. All OGX audit documents for realized EPs must be submitted by 11:59 PM EST on the last weekday of every month.

2.8.6.7.1.1. In the OGX Audit each LC is responsible for providing proof that they have hosted an Outgoing Preparation Seminar. OPS required content includes:

EP Rights & Responsibilities listed in the Exchange Product Policies 1.3.7 & 1.3.11

Complaint Procedure listed in the Exchange Product Policies 1.3.12 Information on requirement of iSOS, STEP & Health Insurance to go abroad

Culture Shock

**Personal Goal Setting** 

**AIESEC Way** 

Each LC must provide a screenshot of an invitation to OPS clearly displaying the emails of those invited, screenshot of sharing/emailing slides to EP, and all presentation materials. Should an EP refuse to attend OPS the LC must still provide proof of invitation to OPS. All OPS audit documents for realized EPs must be submitted by 11:59 PM EST on the last weekday of every month.

- 2.8.6.7.1.1.1. In the event an LC is unable to host their own OPS, they may instead conduct individual consultation meetings with EPs. LCs are still responsible for covering all required content stated in 2.8.2.6.1.1.with the EP and providing proof of this consultation on the OPS audit.
- 2.8.6.7.1.2. Debrief with AIESEC Home Audit: Each LC is responsible for providing proof that they have hosted a Reintegration Seminar for every OGX EP through the form of one-to-one, one-to-many or virtual meetings. Debrief with AIESEC Home required content includes: Final LDA

Standards Survey & NPS

Membership opportunities within the sending entity LC Each LC must provide a screenshot of an invitation to Debrief with



AIESEC Home clearly displaying the emails of those invited, screenshot of sharing/emailing slides to EP, and all presentation materials. Should an EP refuse to attend the LC must still provide proof of invitation. All audit documents for finished EPs must be submitted by 11:59 PM EST on the last weekday of every month.

2.8.6.7.1.2.1. In the event an LC is unable to host their own Debrief with AIESEC Home, they may instead conduct individual consultation meetings with EPs. LCs are still responsible for covering all required content to be provided with the EP and providing proof of this consultation in the Debrief with

2.8.6.7.2. ICX Audit: The receiving entity is responsible for uploading proof of all requested documents. Such documents include proofs of:

AIESEC Home Audit.

Visa (J1 visa for iGT, B1 visa or B1/B2 visa or ESTA for iGV) - this proof can be in the form of either podio link to visa application or photo of visa

Arrival pick up - this proof can be in the form of a photo of LC picking up the EP, screenshot of confirmation of EP pick up from the company, or screenshot of communicating pick up logistics

Departure Support - this proof can be screenshot of email displaying directions of how to exit country

All ICX audit documents for realized EPs must be submitted by 11:59 PM EST on the last weekday of every month.

2.8.6.7.2.1. In the ICX Audit each LC is responsible for providing proof that they have hosted an incoming preparation seminar for every EP. IPS required content includes:

Complaint Procedure listed in the Exchange Product Policies 1.3.12 Expectation Setting

Minimum 2 points of contact in the hosting entity LC Safety information on location of OP and accommodation Each LC must provide a screenshot of an invitation to IPS clearly displaying the emails of those invited, screenshot of sharing/emailing slides to EP, and all presentation materials. Should an EP refuse to attend IPS the LC must still provide proof of invitation to IPS. The IPS is to be hosted within the first week of the EP arriving. All IPS audit documents for realized EPs must be submitted by 11:59 PM EST on the last weekday of every month.

- 2.8.6.7.2.1.1. In the event an LC is unable to host their own IPS, they may instead conduct individual consultation meetings with EPs. LCs are still responsible for covering all required content in 2.8.2.6.5 to be provided with the EP in IPS and providing proof of this consultation in the IPS Audit.
- 2.8.6.7.3. Reception Audit: Within one month of an EP's reception, the hosting LC must provide photographic proof that the EP was received at the airport. ICX Audit: The receiving entity is responsible for uploading proof of all relevant documents. Such documents include: proof of visa (J1 for iGT, B1/B1 waiver for GE/GV), proof of EP insurance, accommodation for EP, communication of cost of living. Standards to be completed at least 1 week before EP arrival. Audit is to be completed on the last weekday of each month.



- 2.8.6.7.4. RIS Audit: Each LC is responsible for providing proof that they have hosted a Reintegration Seminar for every OGX EP through the form of one-to-one, one-to-many or virtual meetings. Each LC must provide an attendance sheet, an agenda, and all presentation materials. This audit will be conducted on the last weekday of every month. IPS Audit: Each LC responsible for providing proof that they have hosted an incoming preparation seminar. Each LC must provide an attendance sheet, an agenda, and presentation of all materials. The IPS is to be hosted within the first week of the EP arriving. The audit is to be completed on the last weekday of each month.
  - 2.8.6.7.4.1. The RIS agenda and presentation shall include materials as stated by Outgoing Operations MCVPs, as aligned with the Exchange Standards set by AIESEC international. Proof of arrival pickup or arrival support of EP. Provided picture of EP arriving with hosting entity or given directions of EP for arrival.
  - 2.8.6.7.4.2. In the event an LC is unable to host their own RIS or attend another nearby RIS, they may instead conduct individual consultation meetings with EPs. LCs are still responsible for covering all required content to be provided with the EP in RIS.

**END CONSTITUTION** 



# **By-Laws**

# Article III: Elections and Governance

- 3. This section outlines how the Corporation shall be elected and governed.
  - 3.1. Standing Orders of the National Plenary
    - 3.1.1. Chair
      - 3.1.1.1 The proposed Chair, ratified during the first plenary session of an NLM shall be the Chair of the NLM. In the Chair's absence, an MC member shall occupy the Chair position and a new Chair shall be ratified at the next plenary of the NLM.
      - 3.1.1.2. If the Chair is affected by or interested in any motion, the NP may propose, second, and vote for the Chair to be replaced during the discussion of that motion. If the motion is carried, the MCP shall temporarily conduct the meeting.
      - 3.1.1.3. The Chair shall be the sole interpreter of the Standing Orders. The NP shall be the final interpreter of the provisions of the Compendium, apart from the Standing Orders as explained in Section 3.1.1.2, of which the Chair shall make the final ruling.
      - 3.1.1.4. The Chair shall neither vote nor take part in the discussion of the meeting.
      - 3.1.1.5. At the start of the first session the Chair shall inform the delegates of all procedures pertinent to legislation.

#### 3.1.2. Roll Call

- 3.1.2.1. A roll call shall be taken at the commencement of all sessions of NLMs.
- 3.1.2.2. Should a member join or leave a session, the member shall inform the Secretary of their presence or absence and this shall be recorded in the minutes.
- 3.1.2.3. At least one representative of each LC **must** attend each legislative meeting. The Full Member LCs and the General Member LCs represented at Roll Call of each session of NLM will be considered "voting members" of that session. If they are not attending the legislation meetings the membership criteria of Appendix 7 are not fulfilled and Appendix 7.3 will take place.
- 3.1.2.4. Anyone other than LCPs and LCP-elects wishing to attend the legislative meeting must receive the express permission from the chair.

# 3.1.3. Quorum

3.1.3.1. The quorum for a legislative meeting of members for an NLM shall be two-thirds (2/3) of the voting members.

#### 3.1.4. Voting

- 3.1.4.1. Voting shall be done by:
  - 3.1.4.1.1. The LCPs/LCP-elects or their delegated proxies, as specified in section. Each voting member will have the number of votes determined by their membership status according to Section 3.9.
    - 3.1.4.1.1.1. To be a proxy at an NLM, a member must fulfill the following criteria:
      3.1.4.1.1.1. The proxy candidate is able to be any member that is not a new member (a new member defined as: less than two months of being in AIESEC) of the same entity. If none of these are available, an LCP from another entity with voting rights may act as proxy in addition to representing their own entity.
      - 3.1.4.1.1.2. The proxy must receive voting rights through written communication submitted to the MCP and the Chair of the



#### NLM.

- 3.1.4.1.2. The MC. A current MC member will be selected prior to the beginning of the legislation to represent the MC. An MCP candidate is not eligible to cast a vote on behalf of the MC. The MC shall have two votes.
- 3.1.4.2. Proxy voting at all NLMs shall be permitted, but the Chair must state acceptance of the proxy.
- 3.1.4.3. If a present member leaves during the course of a session, a proxy needs only be signed by one LCP present and submitted to the Chair.
- 3.1.4.4. Should a member issuing the proxy wish it to be valid only for certain motions or mandates, those limitations are held to the proxy. The Chair shall settle disagreement concerning the interpretation of such limitations.
- 3.1.4.5. Simple majority shall be defined as when there are more votes are in favor of the motion than there are votes against it. In voting, motions shall be carried by a simple majority, unless the Constitution or Standing Orders designate otherwise.
- 3.1.4.6. The casting of votes shall be done in the following order: votes for, votes against, vote abstentions. If the number of votes for and against a motion is equal, the motion shall not be carried. LCs abstaining shall be considered as non-voting.
- 3.1.4.7. If required by one-third (1/3) of the voting members present, a decision on any Motion, Amendment, or Mandate shall be taken either by a consecutive roll call or by ballot.
- 3.1.4.8. For procedural motions and non-ballot voting the Chair can propose to pass the motion by acclamation, if and only if, no speakers against or general discussion has occurred. The passing by acclamation can be interrupted by a Point of Order (defined in article 3.1.10 Points of Order). If acclamation is stopped or interrupted, the Chair of the Legislative Meeting will proceed to a vote.
- 3.1.4.9. Passing by acclamation: voting entities express approval through snaps, applause, or knocking on a hard surface.

# 3.1.5. Minutes

- 3.1.5.1. For minutes taken during NLMs, the procedure outlined in Appendix 2 shall be adopted.
- 3.1.6. Representation
  - 3.1.6.1. Every member of the NP, MC, and BoD shall be allowed to attend and speak at all sessions of the NLM.
  - 3.1.6.2. Observers and guests of the legislative meetings shall only be heard with the permission of the Chair.

#### 3.1.7. Motions

- 3.1.7.1. No Motion or Amendment shall be open for discussion until it has been proposed and seconded, but the proposer shall have the right to speak on a Motion in order to find a seconder.
- 3.1.7.2. No matter shall be discussed unless it concerns an approved subject on the agenda, except at the discretion of the Chair.
- 3.1.7.3. A Motion shall only be open for discussion or amendment after the proposer and the seconder have been given the opportunity to speak on the Motion.
- 3.1.7.4. No Motion or Amendment, which has been accepted by the Chair, shall be withdrawn without the consent of the NP. Neither shall any addendum be added to a Motion once accepted without consent.
- 3.1.7.5. The following forms of legislation shall be allowed at legislation meetings:
  - 3.1.7.5.1. **Motion** Remains indefinitely in the Compendium unless amended or deleted by subsequent legislative meetings.
  - 3.1.7.5.2. **Automatic Motion** Remains indefinitely in the Compendium unless amended or deleted by subsequent legislative meetings. Will be submitted as an



- Automatic Motion, as there is no Proposer or Seconder required.
- 3.1.7.5.3. **One Year Motion** Is binding until the legislative meeting one year after the one in which the One Year Motion was passed.
- 3.1.7.5.4. **Two Year Motion** Is binding until the legislative meeting two years after the one in which the Two Year Motion was passed.
- 3.1.7.5.5. **Mandate** Is to a recognized body of the Corporation, binding for a specified period of time, to perform a function outside its ordinary course of duty.
- 3.1.7.6. All members of the NP shall have the right to propose Motions, Amendments, and Mandates if a voting member seconds it.
- 3.1.7.7. Proxy status shall not be used to propose or second Motions, Amendments and Mandates.
- 3.1.7.8. All Motions and Mandates become effective the day after the closing of the NLM, as long as no other date is explicitly mentioned in the Motion or Mandate.

#### 3.1.8. Amendments

- 3.1.8.1. No Amendment shall be moved which, by the Chair's ruling, rescinds, negates, or destroys the original Motion.
- 3.1.8.2. No other Amendment shall be moved until the first Amendment has been ratified or removed, but notice of further Amendments may be given.
- 3.1.8.3. If an Amendment is rejected, other Amendments may be moved onto the original Motion.

  If an Amendment is carried, the amended Motion shall be subject to any further discussion, and shall be the Motion on which the final vote is taken.
- 3.1.8.4. The proposer of the Motion, but not an Amendment, shall have the right to reply directly before a vote is taken on the Amendment.
- 3.1.8.5. A simple majority is required to add an Amendment.

#### 3.1.9. Order of Precedence

- 3.1.9.1. The Chair shall allow the following Procedural Motions to be put when there is already a proposition on the floor, in the following order of precedence:
  - 3.1.9.1.1. A Motion that the Motion now be put.
  - 3.1.9.1.2. A Motion to postpone or adjourn the matter to a specified later meeting.
  - 3.1.9.1.3. A Motion to refer the matter to a committee or subcommittee for investigation for report.
  - 3.1.9.1.4. A Motion to limit the debate to a certain specified time period.
  - 3.1.9.1.5. A Motion that a matter lies on the table.
  - 3.1.9.1.6. A Motion of no confidence in the Chair.
  - 3.1.9.1.7. A Motion to adjourn the meeting to a later specified date.
- 3.1.9.2. Motions designated by Sections 3.1.9.1.1, 3.1.9.1.5, and 3.1.9.1.6 must receive a majority two thirds (2/3) of the votes cast, excluding abstentions.
- 3.1.9.3. If the Motion "that the Motion now be put" has been seconded, no further discussion of the original question shall be allowed, but a member may give notice of his or her desire to further speak on the original question. If the Motion is carried, only the proposer of the original question under discussion shall be allowed to speak before the original question is put to vote.
- 3.1.9.4. If the Motion "to limit the debate to a certain specified time period" is carried, the Chair shall draw up a list of those wishing to make their first speech on the subject and allow each one an equal proportion of the specified time period.
- 3.1.9.5. The proposer shall be allowed five minutes to sum up discussion before the original Motion is put to a vote.
- 3.1.9.6. Should a Procedural Motion under Section 3.1.9.1 be defeated, twenty minutes must elapse before the same Motion be proposed again, unless the Chair is of the opinion that the circumstances have been drastically changed in the meantime.



#### 3.1.10. Points of Order

- 3.1.10.1. In addition to discussion on a Motion, the Chair shall allow the following points in order of precedence:
  - 3.1.10.1.1. Point of Order
  - 3.1.10.1.2. Point of Personal Explanation
  - 3.1.10.1.3. Point of Information to Somebody
  - 3.1.10.1.4. Point of Information from Somebody
- 3.1.10.2. A Point of Order must be heard at all times and the Chair shall give his or her ruling before the Motion is further discussed. Points of Order shall deal with the conduct of procedure of the debate. The member rising to put the Point of Order shall prove one or more of the following:
  - 3.1.10.2.1. The speaker is addressing an issue that is not relevant to the current topic.
  - 3.1.10.2.2. The speaker is using unparliamentary language.
  - 3.1.10.2.3. The speaker is infringing upon the Constitution or Standing Orders.

#### 3.1.11. Conduct of the Meeting

- 3.1.11.1. A speaker shall direct his or her speech directly to the Motion or Amendment under discussion. If no definite Motion or Amendment is before the meeting, the speaker shall direct his or her speech strictly to the point on the agenda under discussion.
- 3.1.11.2. Every member shall address himself or herself solely to the Chair.
- 3.1.11.3. No member shall be allowed to speak more than once on a Motion, as long as a member who has not spoken on that Motion desires the floor. No member shall speak longer than ten minutes at one time without permission of the NP.
- 3.1.11.4. The Chair shall have the right to make a speakers list and close it according to his or her discretion.
- 3.1.11.5. The conduct of the meeting is to be maintained at any physical NLM.

# 3.1.12. Standing Orders

- 3.1.12.1. Standing Orders may be changed at any NLM provided there is quorum at the NLM.
- 3.1.13 LCP/LCP-elect proxies for NLMs
  - 3.1.13.1 If an LCP/LCP-elect is absent from an NLM, a proxy may represent them for roll call and voting.
  - 3.1.13.2. The proxy may be a member of the same committee as the absent LCP/LCP-elect, or, if no such members are available, another LCP.
  - 3.1.13.3. To be confirmed, a proxy must submit written proof to the MCP and Chair of the NLM that shows an agreement between the absent LCP and the proxy.
  - 3.1.13.4. An LCP acting as a proxy may simultaneously represent their committee and the absent committee.
  - 3.1.13.5. There is no limit for the number of LCs an LCP may represent at an NLM.

#### 3.2. Process for Virtual Legislative Meetings

- 3.2.1. Virtual Legislative Meetings (hereinafter referred to as "VLMs") are considered to be NLMs but are not subject to the Standing Orders listed in Section 3.1.
  - 3.2.1.1. VLMs shall only be utilized for motions that are deemed by the Legislation Subcommittee as an emergency, urgent, or motions that cannot wait until the following National Conference.
- 3.2.2. VLMs may only occur if a Motion has a Proposer and a Seconder, and with the permission of the Legislation Subcommittee.
  - 3.2.2.1. Motions are subject to the rules designated by Sections 3.1.7.5, 3.1.7.6, 3.1.7.7, and 3.1.7.8.
- 3.2.3. The NP shall be notified two weeks in advance of the date and time of a VLM by the Legislation Subcommittee.



- 3.2.4. Two virtual legislation fairs shall be held: one shall be held two days prior to the VLM, and one shall be held one day prior to the VLM.
  - 3.2.4.1. A virtual legislation fair shall be facilitated by one member of the MC and one member of the Legislation Subcommittee.
  - 3.2.4.2. One member of the Legislation Subcommittee must be present to record minutes, which shall be emailed to the NP within four hours after the virtual legislation fair.
- 3.2.5. The MC shall send an email to the NP to open the voting period. The voting shall happen via email and the members shall have forty-eight hours from the opening of the virtual vote to send their vote to both the Chair of the Legislation Subcommittee and the Legislation Subcommittee email address.
  3.2.5.1. If the matter directly involves the Legislation Subcommittee Chair, the votes shall be sent to the MCP and the Legislation Subcommittee email address.
- 3.2.6. Voting members must send their votes via email from their official LCP email account and must clearly state the motion number and the corresponding vote: yes, no, or abstention. 3.2.6.1. Voting shall be done in accordance with Section 3.1.4.1.
  - 3.2.6.2. Failure to attend a VLM shall result in Full Member LCs being downgraded to Member on Alert LCs at the next National Conference in accordance with Section 3.8.3.4 at the next National Conference.
- 3.2.7. Member on Alert LCs and OEs must send an email from their official LCP email account to the Chair of the Legislation Subcommittee and Legislation Subcommittee designating their presence at the VLM.
  - 3.2.7.1. Failure to attend a VLM shall result in Full Member LCs being downgraded to Member on Alert LCs at the next National Conference in accordance with Section 3.9.3.4 at the next National Conference.
- 3.2.8. Roll call shall be taken according to the votes and emails designating LC presence that are received by the Legislation Subcommittee.
- 3.2.9. The quorum for a VLM shall be two-thirds (2/3) of the voting members.
- 3.2.10. The Chair of the Legislation Subcommittee shall release the results of the vote within twenty-four hours after the end of the designated voting period.
- 3.2.11. No virtual legislation is allowed within one week before another NLM.

#### 3.3. MCP Elections

- 3.3.1. The MCP Election will occur at each WNC. Applications must be opened after the Fall National Presidents' Meeting (hereinafter referred to as "NPM"), and by November 1. Applications will be opened internationally.
  - 3.3.1.1. The MC shall release additional application information for non-U.S.-citizens/permanent-residents outlined in section 3.3.2. along with the official launch of the MCP applications.
- 3.3.2. All U.S. Citizens and Permanent Residents are eligible to run for MCP. All other applicants must submit a Visa Eligibility Report (hereinafter referred to as a VER) by November 7th.
  - 3.3.2.1. The VER must adhere to the following criteria: it must be no longer than one A4 page which details the applicant's current work/visa status; it must also outline (at most) three options that the applicant has to obtain a visa as well as detail the applicant's ability to enter and exit the country for conferences and summits where presence is required (International Presidents Meeting in mid-February and International Congress in July); it must outline all potential costs associated with all options, candidate's ability to afford said costs, and costs that MC would incur if the candidate is selected.
  - 3.3.2.2. Consultation with legal/visa experts when possible is recommended, and required in the case of some visas (see Appendix 16).



- 3.3.2.3. Knowingly misrepresenting status, eligibility, or options will result in automatic ineligibility
- 3.3.2.4. The Governance Committee of the Board of Directors shall meet with the Plenary Representatives to review the VERs and make rulings with commentary by November 22nd according to the visa criteria outlined in Appendix 16. The rulings shall be as follows: not eligible; high probability; eligible.
- 3.3.2.5. A decision that a candidate is "not eligible" shall be considered final. LCPs will vote on whether or not to accept an applicant's VER if the Board determines they are "high probability" or "eligible." The LCPs shall review the board commentary and GM and FM LCs shall submit a virtual ballot on applicant's VERs on whether or not they are eligible by November 27th.
- 3.3.2.6. The Plenary Representatives shall update the Visa Eligibility criteria outlined in Appendix 16 following every election cycle and ensure the update is legislated at every WNC.
- 3.3.2.7. The MC will pay for the visa processing fees for a candidate once they are elected. The MC will not cover any fees prior to the candidate's election, including costs necessary to be at Winter National Conference or consultation fees that the candidate may incur to assess their visa eligibility. There will be no reimbursements for aforementioned costs once the candidate is selected.
- 3.3.3. All MCP applications will be due December 1st for eligible applicants.
- $3.3.4.\,Applications\,will\,include:\,platform,\,application\,package,\,resume,\,endorsements,\,and\,ethics\,letters.$ 
  - 3.3.4.1. The platform can be in any media format.
  - 3.3.4.2. The two letters of endorsement must come from at least two different people from two different entities.
  - 3.3.4.3. An ethics letter listing open or past cases must be given by each entity where the applicant held active roles.
- 3.3.5. Applications will be sent out and posted online for the whole membership of the Corporation to view by December 3rd.
- 3.3.6. An election committee composed of one member of the BoD, one LCPc, one LCPe, and two MC members will evaluate the candidates and release a subsequent report to the national plenary by December 11th.
  - 3.3.6.1 The LCP current and elect selected for this process shall not be from the same LC.
  - 3.3.6.2 In the event that the only LCPs responsive (elect and current) that could take part in this process are from the same LC, there can be an exemption to the point above.
  - 3.3.6.1. The BoD member shall be present, in person or by proxy, at WNC.
  - 3.3.6.2. The two LCPs shall be selected randomly, as per Appendix 3. LCPs that are running for MCP shall not be a part of this committee.
    - 3.3.6.2.1. A representative from the LC of one of the candidates shall not be a part of the committee.
  - 3.3.6.3. The two MC members will include the MCP and one other MC member selected randomly, as per Appendix 3.
    - 3.3.6.3.1. In the case that an MC member is running for MCP, he or she shall not be a part of the committee.
    - 3.3.6.3.2. In the case that the MCP is running for re-election, another MC member shall be randomly selected.
  - 3.3.6.4. The committee will evaluate the candidates based on a rubric, modeled after the competencies necessary of the MCP distributed by the MC.
  - 3.3.6.5. The committee will submit a list of the strengths and weaknesses of each candidate on this rubric.
- 3.3.7. Should there be more than four candidates running for the position of Member Committee President, the voting members of the NP will be asked to vote on the candidates based on their applications and the report of the committee specified in Section 3.2.5.



- 3.3.7.1. The voting members will select up to four candidates in which they have confidence on the ballot and submit their ballot by December 18th.
- 3.3.7.2. After the votes have been tallied, the four candidates with the highest total number of votes will participate in the election process outlined in Section 3.2.7.
- 3.3.7.3. The vote shall be counted by the committee outlined in Section 3.3.6.3 with the BoD representative serving as the election chair.
- 3.3.7.4. In the case that this must be accomplished virtually, a virtual platform will be provided only to the committee specified in Section 3.3.6.3 to perform the counting process.
- 3.3.7.5. A secret ballot from the MCP will be submitted to the chair by December 18th. This ballot will consist of a numerical ranking of all candidates with the number 1 corresponding to their most preferred candidate. Additionally in this ballot vote, a vote of no confidence will not be allowed for any candidate, meaning that each candidate will receive a non-zero ranking.
- 3.3.7.6. In the event that there is a tie between candidates, the tie will be broken according to the preference ranking of the MCP's secret ballot.
- 3.3.7.7. All candidates outside the top four will be immediately and permanently removed from the election procedure after the vote counting.
- 3.3.7.8. Neither the votes cast by the voting members nor the final tallies shall be released to the National Plenary by the Counting Committee.
- 3.3.8. At WNC, candidates shall be expected to undertake the following procedure:
  - 3.3.8.1. The Chair of WNC will chair the MCP election session.
  - 3.3.8.2. Each candidate will enter the plenary sessions and make a presentation lasting a maximum of ten minutes.
  - 3.3.8.3. After all the presentations, each candidate will take part in a twenty minute Question & Answer Session. More time can be allotted by the Chair of Winter National Conference if needed.
    - 3.3.8.3.1. The LCs will split into as many groups as there are candidates.
    - 3.3.8.3.2. The LCs will be split in alphabetical order with the same amount of LCs in each group.
    - 3.3.8.3.3. The candidates will rotate rooms until they have had a Question & Answer session with all the LCs.
    - 3.3.8.3.4. Each LC is allotted a maximum of one minute to ask each question.
    - 3.3.8.3.5. Each candidate is allotted a maximum of two minutes to answer the question.
    - 3.3.8.3.6. The LCs will rotate asking questions in alphabetical order until time is up.
  - 3.3.8.4. Each candidate shall give a closing speech no longer than five minutes.
- 3.3.9. The voting process shall be as follows:
  - 3.3.9.1. Each LC receives one ballot.
    - 3.3.9.1.1. Each voting member will cast the ballot for their LC.
    - 3.3.9.1.2. Each LC that has received a ballot is responsible for deciding how the ballot will be cast.
    - 3.3.9.1.3. The decision shall be made within a 30-minute deliberation period.
    - 3.3.9.1.4. In the case that the LCP is not present at WNC, a proxy from the same entity can be designated for voting. A proxy from a different entity may not be designated for voting
  - 3.3.9.2. The MC receives one ballot.
    - 3.3.9.2.1. The MCP shall cast the ballot for the MC.
    - 3.3.9.2.2. If the MCP is a candidate in the election, another MC member drawn at random as per Appendix 3 shall cast the ballot for the MC.
    - 3.3.9.2.3. The decision shall be made within a thirty-minute deliberation period.



- 3.3.9.3.4. The MC is responsible for deciding how the ballot will be cast.
- 3.3.9.3. No absentee voting shall be allowed.
- 3.3.10. The MCP shall be elected using the process of range voting as outlined in Appendix 10.
  - 3.3.10.1. If no candidate receives a vote of confidence, the MCP must immediately release MCP applications to be due three weeks after the date of the election.
    - 3.3.10.1.1. The MCP shall be selected from the new candidates by a committee consisting of the current MCP, one BoD member, and two LCPs.
    - 3.3.10.1.2. The candidates who did not receive confidence in the election are ineligible to apply to be selected as MCP by the committee.
- 3.3.11. After deliberation time, the LCPs (or their proxy) that have received a ballot shall enter the voting room and shall cast their ballots into a designated box.
  - 3.3.12. The counting committee, which consists of the Chair and the election subcommittee (one member of the BoD, one LCPc, one LCPe, and two MC members), will leave the room to count the votes.
  - 3.3.13 If someone from the committee is not present at the conference, the counting of votes shall be done by any of the members mentioned above who are present.
  - 3.3.12.1 The LCPs shall be selected via a Google Form sent previously to the National Plenary. It should ask why they have an interest in taking part of the process and their time availability. If more than one LCP submits interest, the person with more time availability to give to the selection process according to the timeline, will be selected for the committee.
  - 3.3.12.2 The LCP current and elect selected for this process shall not be from the same LC.
  - 3.3.12.3 In the event that the only LCPs responsive (elect and current) that could take part in this process are from the same LC, there can be an exemption to the point above.
- 3.3.13. Plenary shall enter the room.
- 3.3.14. The current MCP shall announce the decision and the number of points received by each candidate.
  - 3.3.14.1. If the first place candidate receives a vote of no confidence, it will be disclosed.
  - 3.3.14.2. If the MCP is a candidate for re-election, the Chair will make the appropriate announcement.

## 3.4. Process for MC Member Selection Applications

- 3.4.1. The applications for MC VP positions must be posted by the MC by January 31st.
- 3.4.2. The applications for MC positions must be turned into the MCP by a date determined by the MCP.
- 3.4.3. A selection committee shall select the MC. The selection committee shall consist of, the current MCP by default, the MCP elect, one current MC member, and one LCP. The MCP elect has the ultimate say in his/her team selection.
  - 3.4.3.1 The LCP shall be selected via a Google Form sent previously to the National Plenary. It should ask why they have an interest in taking part of the process and their time availability. If more than one LCP submits interest, the person with more engagement and responsiveness in the plenary throughout their term, will be selected for the committee.
- 3.4.4. The selection committee must conduct the first round of selection based on the candidate's application.
- 3.4.5. The MCP publishes the first round of selected MC applicants a week prior to the virtual voting.
- 3.4.6. All applicants, who were selected in the first round, have to go through a virtual Vote-of confidence-voting done by all LCPs of Full Member and General Member LCs.
- 3.4.7. Each applicant needs a 2/3 majority of the national plenary to pass the virtual voting.
- 3.4.8. Virtual voting must happen at most 2 weeks after the application round deadline.
- 3.4.9. If the default selection committee is not able to perform their duty, or if someone in the selection committee has applied for an MCVP position, the MCP elect shall select an appropriate selection committee, which consists of four people.
- 3.4.10. The announcement of the incoming MC VP team must be made by the MCP-elect by May 1st.



- 3.4.11. The MCVP application must include an application package, a resume, ethics letters, and three letters of recommendation. If the candidate is from another AIESEC entity, their application must also include a signed letter of support from their home MC.
- 3.4.12. If no suitable MC VP is found, the current MC and the MCP elect shall immediately reopen applications for the unfilled position(s) for two weeks, continually doing so until a suitable person is found for the unfilled positions.

#### 3.5. Removal of MC Members

- 3.5.1. The MCP may be removed from office by the NP by a two-thirds (2/3) majority vote during a legislative meeting called specifically for that purpose and in attendance by the Chairman of the BoD or his or her proxy from the BoD.
- 3.5.2. In order to discuss a removal proceeding against the MCP, a simple majority of voting members must pass a motion to speak on the issue.
- 3.5.3. The MCP has the authority to remove members from the MC at his or her discretion.

#### 3.6. Replacement of MC Members

- 3.6.1. In the case of the resignation, incapacitation, or removal of the MCP from his or her role before the MCP term ends, the current MCVPs and the BoD shall select an interim MCP to act until the next NLM. At that meeting, the NP must vote to ratify the interim MCP selected by the MCVPs and the BoD.
  - 3.6.1.1. If the NP does not ratify the candidate selected by the MCVPs and the BoD, a special election process shall be determined by the BoD representative present at the meeting and by the NP.
- 3.6.2. In the case of the resignation, incapacitation, or removal of an MCVP from his or her role before the MC term ends, the current MCP has the authority to appoint a replacement for the duration of that role's term, provided there is a one-week period in which individual members can express their interest in the position.

# 3.7. Plenary Representatives

- 3.7.1. The purpose of the Plenary Representatives is to give the BoD a report about the NP at board meetings, as well as release a report about the BoD meeting to the LCPs after each respective BoD meeting.
  - 3.7.1.1. The PR shall be required to attend the BoD meetings three times a year.
  - 3.7.1.2. Each PR is given voting rights for the BoD meetings.

# 3.7.2. PR election process:

- 3.7.2.1. Only a current LCP or LCPe within AIESEC US shall be considered for the PR position.
- 3.7.2.2. The PR election shall occur at each WNC. Applications must be released by December 1.
- 3.7.2.3. Applications shall be due on December 15.
- 3.7.2.4. A completed application package will include a completed application and a resume.
- 3.7.2.5. Application packages will be distributed by December 17.
- 3.7.2.6. The PR shall be elected using the process of range voting as outlined in Appendix 10.
- 3.7.2.7. The chair shall announce the decision and the number of points received by each candidate.
- 3.7.3. The travel costs of the PR shall be divided equally between all LC's MC-managed accounts, as well as the MC account, and deducted once the cost is incurred.

# 3.8. Plenary Representative Removal and Replacement Process

- 3.8.1. A PR may be removed from office by the Full Member LCs and the General Member LCs by a two-thirds (2/3) majority vote during an NLM.
- 3.8.2. In the case of the resignation, incapacitation, or removal of a PR, the plenary must nominate a replacement.

## 3.9. LC Membership Criteria

3.9.1. The aims of Membership Criteria are to:



- 3.9.1.1. Assess past achievements and future opportunities of each LC.
- 3.9.1.2. Ensure the continuity and quality of AIESEC activities at a local level.
- 3.9.1.3. Encourage inter-LC awareness and cooperation.
- 3.9.1.4. Identify areas of weakness and see where help is required and provide advice for the future.

# 3.9.2. Local Committees.

- 3.9.2.1. All LCs of AIESEC US shall hold the status of either Full Member, General Member, or Member on Alert.
- 3.9.2.2. All LCs of AIESEC US must fulfill the requirements of Appendix 7 of the Compendium.
  3.9.2.2.1. Failure to fulfill these requirements for two consecutive quarters would result in a downgrade to Member on Alert status at the next National Conference. There would be no grace period.
- 3.9.2.3. The Membership Subcommittee shall review and make recommendations regarding LC status and all issues pertaining to the upgrading, downgrading, and disbanding of LCs at every meeting of the subcommittee.
- 3.9.2.4. Automatic upgrades in membership status to Full Member or General Member Status will occur when the Membership Subcommittee meets, contingent upon the LCs' fulfillment of the requirements of Appendices 7.1 and 7.2. All other changes in membership status may occur only during an NLM.
  - 3.9.2.4.1. The Membership Subcommittee will meet before each National Conference.
- 3.9.2.5. An LC must have a non-negative MC-managed LC account balance.
  - 3.9.2.5.1. The LCs' MC-managed account balances shall be reviewed quarterly.
  - 3.9.2.5.2. An LC in debt must set a debt repayment plan with the MCVP Finance and FSC before the beginning of each semester. This plan must include the % an LC is expected to reduce their debt by each semester.
- 3.9.2.6 An LC must be officially recognized by their university.
  - 3.9.2.6.1. The LCs' university recognition will be reviewed before WNC NLM.
  - 3.9.2.6.2. If an LC is not officially recognized by their university, then the LC shall have six months during which to gain official university recognition. If after this grace period the LC is still not officially recognized by their university, the LC shall be downgraded at the next National Conference.
- 3.9.2.7 An LC must have a Board of Advisors with at least three members.
  - 3.9.2.7.1. The LCs' Boards of Advisors will be reviewed before every NLM.
  - 3.9.2.7.2. If an LC does not have a Board of Advisors with at least three members, then the LC shall have twelve months during which to gain at least three members. If after this grace period the LC still does not have a Board of Advisors with at least three members, the LC shall be downgraded at the next National Conference.
- 3.9.2.8 If an LC is disbanded, its MC managed account shall be inactivated.
  - 3.9.2.8.1. If a disbanded LC becomes active within 12 months of official disbandment, they will be granted the ability to access their previous account with the authorization of the MCVP Finance
  - 3.9.2.8.2. If a reactivated LC has a negative bank balance, all future revenue of the LC will be used to cover their debt.

## 3.9.3. Full Member Status

- 3.9.3.1. Full Member Privileges
  - 3.9.3.1.1. A Full Member LC may vote for Member Committee President and cast Member Committee votes of confidence.
    - 3.9.3.1.1.1. A Full Member LC will cast one vote for Member Committee



#### President.

- 3.9.3.1.2. A Full Member LC may vote in NLMs.
  - 3.9.3.1.2.1. A Full Member LC will have two votes per round of voting during NLM and VLM.
  - 3.9.3.1.2.2. A Full Member LC's votes may not be split among more than one opinion per vote, meaning that a Full Member LC may only vote in favor, against, or abstaining and may not use their two votes for more than one option.
- 3.9.3.1.3. A Full Member LC may host conferences.
- 3.9.3.2. Full Member LCs failing to fulfill the Full Member requirements of Appendix 7 but that fulfill the General Member requirements of Appendix 7 shall become General Member LCs. Full Member LCs failing to fulfill the Full Member requirements of Appendix 7 and the General Member requirements of Appendix 7 shall become Member on Alert LCs.
- 3.9.3.3. Full Member LCs failing to fulfill the requirements of Appendix 7 before each NLM shall become Member on Alert LCs.
- 3.9.3.4. Full Member LCs must attend every NPM, National Conference, and NLM. Failure to attend an NPM, National Conference, or NLM shall result in an LC being downgraded to Member on Alert status.
  - 3.9.3.4.1. If an LCP or LCP-elect cannot attend an NPM, National Conference, or NLM, a proxy from their entity may attend in their stead. The proxy candidate is able to be any member that is not a new member, (new member defined as: less than two months of being in AIESEC) of the same entity. If none of these are available, an LCP from another entity with voting rights may act as proxy in addition to representing their own entity.
  - 3.9.3.4.2. An entity may send a proxy to only one NPM, National Conference, or NLM per calendar year.
  - 3.9.3.4.3. Attendance at National Conferences and NPMs is defined as being present for at least 75% of the conference.
    - 3.9.3.4.3.1. Exceptions shall be made only if proof is shown that the LCP cannot attend 75% of the conference.
    - 3.9.3.4.3.2. Proof must be sent to the MC at least a week before the beginning of the conference.
- 3.9.3.4.4. Attendance at NLMs is defined as being present from the roll call to the close. 3.9.3.5. Executive Board terms must start on January 1 and end on December 31 of the same calendar year.
- 3.9.4. General Member Status
  - 3.9.4.1. General Member Privileges
    - 3.9.4.1.1. A General Member LC may vote for Member Committee President and cast Member Committee votes of confidence.
    - 3.9.4.1.1.1. A General Member LC will cast one vote for Member Committee President. 3.9.4.1.2. A General Member LC may vote in NLMs.
      - 3.9.4.1.2.1. A General Member LC will have one vote per round of voting during NLM and
    - 3.9.4.1.3. A General Member LC may host conferences.
    - 3.9.4.1.4. A General Member LC may propose Motions and Amendments.
  - 3.9.4.2. In order to retain or gain General Member status and voting rights, an LC must fulfill the requirements of Appendix 7
  - 3.9.4.3. General Member LCs failing to fulfill the General Member requirements of Appendix 7. shall become Member on Alert LCs.



- 3.9.4.4. General Member LCs failing to fulfill the requirements of Appendix 7 for two consecutive quarters shall become Member on Alert LCs.
- 3.9.4.5. General Member LCs must attend every NPM, National Conference, and NLM. Failure to attend an NPM, National Conference, or NLM shall result in an LC being downgraded to Member on Alert status.
  - 3.9.4.5.1. If an LCP or LCP-elect cannot attend an NPM, National Conference, or NLM, a proxy from their entity may attend in their stead.
  - 3.9.4.5.2. An entity may send a proxy to only one NPM, National Conference, or NLM per calendar year.
  - 3.9.4.5.3. Attendance at National Conferences and NPMs is defined as being present for at least 75% of the conference.
    - 3.9.4.5.3.1. Exceptions shall be made only if proof is shown that the LCP cannot attend 75% of the conference.
    - 3.9.4.5.3.2. Proof must be sent to the MC at least a week before the beginning of the conference.
  - 3.9.4.5.4. Attendance at NLMs is defined as being present from the roll call to the close.
- 3.9.4.6. Executive Board terms must start on February 1 and end on January 31 of the following year.

#### 3.9.5. Member on Alert Status

- 3.9.5.1. If a Full Member LC or General Member fails to fulfill the requirements of Appendix 7, the LC shall become a Member on Alert.
- 3.9.5.2. A Member on Alert is not a voting member of the Corporation.
- 3.9.5.3 If an LC is MoA for a year (two consecutive NLMs) they will be evaluated by the MSC for disbandment.
  - 3.9.5.3.1 The LC may apply for an "extended alert" status where they are are held to the following conditions as determined by the MC responsible for Membership Subcommittee at the time:
    - 3.9.5.3.1.1. If the LC is granted "extended alert" at the Summer National Conference, it will have up to the WInter National Conference to fulfill general member criteria.
    - 3.9.5.3.1.2. If the LC is granted "extended alert" at the Winter National Conference, it will have up to the Summer National Conference to fulfill general member criteria.
  - 3.9.5.3.2. The application to receive "extended alert" statements shall be released by the Membership Subcommittee 1 month prior to the start of every national conference. Applications will be evaluated by the MSC. If an LC does not submit the Extended Alert or Extended Extended Alert application on time then the LC is up for automatic disbandment.
    - 3.9.5.3.2.1. An LC can apply a maximum of two consecutive times to receive "extended alert" status.
- 3.9.5.4. Member on Alert LCs must attend every NLM
  - 3.9.5.4.1. If an LCP or LCP elect cannot attend an NLM a proxy may attend in their stead.
  - 3.9.5.4.2. An LC may send a proxy to only one NLM per calendar year.
  - 3.9.5.4.3. Failure to attend an NLM in a calendar year shall result in the Member on Alert LC to be up for disbandment.
  - 3.9.5.4.4. Voting for LC disbandment by LCPs during an NLM must remain anonymous.

# 3.10. Induction Minimums

- 3.10.1. All Local Committees must provide a minimum education (induction) to new members. This must include, at minimum, education about:
  - 3.10.1.1. The History of AIESEC. 3.10.1.2. The AIESEC Way.
  - 3.10.1.3. The AIESEC Experience.



3.10.1.4. AIESEC's Structure.
3.10.1.5. Exchange and why we do it.

## 3.11. Process for LCP Resignation

- 3.11.1. Any LCP who resigns from their position between their election date and the last day of their designated term must comply with the following procedure.
  - 3.11.1.1 LCP must send a formal email to the MCP clearly stating their desire to resign, give at least two weeks notice of official resignation date, and outline as many options as possible for succession.
  - 3.11.1.2. LCP must complete a transition checklist, as determined by the MC, before being officially relieved of their duties.
  - 3.11.1.3. LCP must notify the NP via email of their resignation date and introduce their successor once elected.



# Article IV: Financial Structures

- 4. This section details the fees, expenses and revenue principle to the operation of the Corporation.
  - 4.1. Finances shall be raised by:
    - 4.1.1. Global Current fees.
    - 4.1.2. Fees from the exchange program, both OGX and ICX.
    - 4.1.3. Corporate sponsorships and partnerships.
    - 4.1.4. Grants and donations.
    - 4.1.5. By any other means available compatible with the bylaws of the organization and not in conflict with the Mission or objectives of AIESEC.

#### 4.2. Affiliation Fee

- 4.2.1. All LCs, as outlined in Section 3.9.2., and official StartUps must pay the MC a national affiliation fee annually. This fee must be paid by the 3rd of every month.
- 4.2.2. The budget for the 21.22 term is approved.
- 4.2.3. The calculation of the LC affiliation fee will be found in Appendix 14.

#### 4.3. Financial Procedure

- 4.3.1. Internal Audits
  - 4.3.1.1. The Finance Subcommittee will act as the Internal Auditors of the local committees.
  - 4.3.1.2. The items of the internal audit will be decided by the Finance Subcommittee and reviewed yearly. The revisions will be legislated at WNC.
    - 4.3.1.2.1. The list of items are:
      - 1. LC Affiliation Proof with University
      - 2. Income Statements presented on Intacct for current FY and last FY
      - 3. Podio Reimbursement Requests from the past 12 months
      - 4. LC Financial Policies and Procedure
      - 5. LC's Wave Accounting Cash Flow Statement and Income Statement for current FY
      - 6. Budget Tool Updated with Budget for first half of term and actuals up to current month
      - 7. Proof of Closed External Bank Accounts
      - 8. Copies of General Ledger for Events (LoCo, Gala, and Global Village, etc.)
      - 9. Board Minutes, Slides, or Report and BoA Contact List Updated
      - 10. Local Committee Compendium
      - 11. Proof of University Funding
    - 4.3.1.2.2. The Board meeting requirements are flexible for Local Entities that do not have a Board of Advisors or have had one for less than a year.
      - 4.3.1.2.2.1 In the absence of a Board of Advisors, as stated in 4.3.1.2.2, the LC must provide a contact list of potential advisors and a proof of contact within a 6 month period.
  - 4.3.1.3. Internal Audits will be held every September and February and will be based on the respective timelines for the required information as laid out in 4.3.1.2.
  - 4.3.1.4. Once the audit begins, each LC will have to respond with the proper items as stated by the FSC member. Once the LC has responded, the FSC will then have 48 hours to respond with the next steps.



- 4.3.1.5. If the FSC determines that an LC has failed an audit based on the scope of the internal audit, they will be fined \$100 per missing or incomplete item from their MC managed LC account to the NSF.
- 4.3.1.6. A Local Committee has 2 weeks to submit the proper items to the FSC and repeal the fine.4.3.1.6.1. At this time, LCs have a right to guidance from the MCVPF and FSC in completing and passing the audit
  - 4.3.1.6.2. If the LC submits all correct items, the \$100 fines per each item will be returned.
- 4.3.2. The LCs shall keep all funds given to them by their universities.
- 4.3.3. The LCs may hold funds in accounts independent of the MC through their university, or an outside bank account if allowed by the MC with a limit of \$2000 USD.
  - 4.3.3.1. LC's external bank account must not bear the name "AIESEC" without official written approval of the MCVP Finance.
  - 4.3.3.2. If an LC elects to increase their external bank account above the \$2000 limit, they must submit a request to the Finance Subcommittee.
  - 4.3.3.3. Once approved, the LC will be required to submit their financial statements once a month to the Finance Subcommittee.
- 4.3.4. If an LC maintains an outside bank account they must give any requested financial data to designated MC internal auditors.
- 4.3.5. LC expenditure shall be subject to the rule of the LC and the rules imposed by its university. However, the LC is ultimately accountable to the Corporation.
- 4.3.6. The LC shall be responsible for developing and ensuring its own financial sustainability, and the MC oversees and provides support when possible.
- 4.3.7. The LCs must submit an annual budget for the next calendar year to the MC by January 31st.
- 4.3.8. The LCs must submit statements of income and expenditures to the MC within two weeks of the end of the guarter.
  - 4.3.8.1. This statement of quarterly income and expenditures is provided to encourage LC financial literacy and as a mechanism for tracking financial progress over time; this is not to be used by the MC to report the official income and expenditures of the Corporation.
- 4.3.9. LC financial statements shall be made available to the National Plenary once received by the MC.
- 4.3.10. The LCs have discretion, upon written agreement, to share costs and expenditures.
- 4.3.11. The MC shall prepare LC account statements monthly.
  - 4.3.11.1 If there is an error in the LC's statement the LC will have 2 months following the month in error to dispute the error. If they do not then the error will not be changed.
- 4.3.12. The MC will provide an itemized list of expenditures for any withdrawal of over \$1000 from an LC account. LCP and VP F can dispute these expenditures within two weeks of their receipt.
- 4.3.13. The LCs can access funds held in their MC-managed accounts by submitting a reimbursement request or invoice payment request. The reimbursement request must include a request from whatever entity received payment from the LC.
- 4.3.14. The MC shall keep a minimum reserve equal to the combined balance of all the MC-managed LC accounts.
- 4.3.15. Each LC is responsible for reconciling their financial statements to its records.
- 4.3.16. The MC will process all reimbursements monthly after they are approved by the LCP and the LCVPF.

  LCs must send reimbursement requests within 30 days of purchase or the reimbursement request will not be processed
- 4.3.17. LCs must submit all applicable receipts to the MC VPF within 30 days of the close of a conference.

  All conference financials should be closed out no later than 60 days after the close of a conference.



- 4.3.18. The NP shall approve the MC's projected fixed cost budget at SNC by a simple majority vote. If there is any adjustment made to the MC budget by the BoD, the change and reasons for them shall be communicated to the NP.
  - 4.3.18.1. The budget must be released to the LCPs for review at least 2 weeks before the determined date of SNC legislation. If the budget is not released in time without prior approval, the budget must then receive a unanimous vote from the voting members in order to be approved.
- 4.3.19. Financial Management Certification, hereby referred to as FMC)
  - 4.3.19.1. Purpose: to ensure AIESEC US financial sustainability and upkeep by tracking the financial activities of our entity
  - 4.3.19.2. Before submitting a reimbursement request, all members of AIESEC US must complete the FMC
  - 4.3.19.3. The FMC status will only last until the 31st of January, and at the start of the new year, members must then resubmit the FMC with updated information.
  - 4.3.19.4. The Finance Subcommittee may remove any individual on the FMC pool at any point with a unanimous vote of all the members of the Finance Subcommittee
    - 4.3.19.4.1. Removed members will not be allowed to resubmit a FMC until the start of the next fiscal quarter.
- 4.3.20 Donation entitled to local chapter process
  - 4.3.20.1 Purpose: to ensure both AIESEC US and local chapters are aware of any incoming donation
  - 4.3.20.2 MC is responsible to update either Local Chapter President or Vice President of Finance within 30 business days of receiving donations
  - 4.3.20.3 Each LC is responsible to update AIESEC US with any possible donation to their LC

# 4.4. Exchange Fees and Distribution

- 4.4.1. Each Exchange Participant (hereinafter referred to as EP) participating in the OGX program through the Corporation shall pay the fee according to the pricing structure outlined in Appendix 8.
  - 4.4.1.1. In the event of an unpaid EP match fee, the LC responsible for said EP is held accountable for their full fee. This responsibility is assigned through the following process:
    - 4.4.1.1.1 The MC VP OGX maintains and constantly updates an online tracker of EP payments that is accessible by all LC EBs.
    - 4.4.1.1.2. If an EP has not paid the EP match fee within two weeks of being matched, the LCP is notified by the MC VP OGX. It is now the responsibility of the LC to pursue the EP for payment.
    - 4.4.1.1.3. At four weeks from the match date (two weeks after notification), a fine of \$50 is taken from the LCs MC-managed account and used at the discretion of the
      - 4.4.1.1.3.1. If more than ten failed match payments are accrued within a six month period, until the LCVP of the respective OGX exchange function meets with the MCVP of the respective OGX function to reevaluate LC operations, new raising shall be frozen.
    - 4.4.1.1.4. After the four week time period, if the EP pays their match fee, the MC shall redeposit the \$50 fine back into the LC's MC managed account
- 4.4.2. The LCs and MC can raise and sell traineeships in accordance with products outlined in the Compendium, branding, communication, and principles agreed upon between the LCs and the MC in accordance with the Global External Relations principles.



- 4.4.2.1. The Corporation shall charge organizations participating in the ICX program according to the Business Development (hereinafter referred to as "BD") pricing structure outlined in Appendix 9.
- 4.4.2.2. Revenue from raised traineeships is shared in accordance with the pricing structure outlined in Appendix 9.
  - 4.4.2.2.1. If payment has not been received 6 months after the initial invoice is sent then the invoice will be written off, and all associated funds will be taken out of the associated LC's MC managed account. LCs will not be held liable for the added late fees as outlined in Section 5.2.5.5.
- 4.4.2.3. Exchange fees and their distribution shall be reviewed on an annual basis by the MC.
- 4.4.2.4. Revenue accrued by customized exchange contracts, including additional or tailored contents, shall be shared in agreement of the LC and the MC.

# 4.5. National Support Fund

- 4.5.1. The National Support Fund (hereinafter referred to as "NSF") is intended to cover costs associated with conferences.
- 4.5.2. Revenues for the NSF will be collected from Finance and Legal Audit fines, oGX Audit fines, and iCX Audit fines.
  - 4.5.2.1. Any additional revenues can be added by the Finance Subcommittee, but must be approved by the National Plenary.
- 4.5.3. If there are any revenues, the NSF will be used at each quarter to help offset costs of a national conference. This will allow conferences that are not profitable to become less of a debt.
- 4.5.4. In the event that the NSF is used, the National Plenary will be notified at the closing out of the conference.

#### 4.6. Coaching and Training Fees

- 4.6.1. The background of any coach or trainer shall not influence the level of funding an LC shall receive.
- 4.6.2. All local entities will be grouped into 4 basic categories of funding levels as determined by the Finance Subcommittee.
  - 4.6.2.1. These funding groupings will be determined by total revenue earned by each local entity and the discretion of the Finance Subcommittee.
  - 4.6.2.2. These funding groups will be reviewed and legislated at each NLM.
- 4.6.3. Funding Groups will be located in Appendix 18.

#### 4.7. Royalty Fee

- 4.7.1. All LCs must pay a royalty fee per exchange conducted as per their membership status as listed in Appendix 1.
- 4.7.2. The portion of the fee will be a percentage of the exchange fees outlined in Appendix 9 for Incoming Exchange and Appendix 8 for Outgoing Exchange.
  - 4.7.2.1. The percentage of exchange fees will be calculated for JTNs after SEVIS and insurance costs are removed.
- 4.7.3. The percentages go as follows:

60% Initiative Groups and Official StartUps 60% General Members and Members on Alert

00% General Members and Members on Aler

60% Full Members

- 4.7.4. The new allocation of percentage will follow the release of the new membership status by the Membership Subcommittee and to be approved and released by the Finance Subcommittee.
- 4.7.5. Once the report is released, all exchanges from that time and date will be based on the new percentage. All exchanges prior to this release will not be affected.
- 4.7.6. The royalty fee shall be taken out as the payment is made and the remaining amount will be deposited into the LC's MC managed bank account.
- 4.7.7. Each LC will have 30 days from payment to dispute any charges.





# Article V: Exchange

- 5. This section details the process for Incoming and Outgoing Exchange.
  - 5.1. Outgoing Exchange
    - 5.1.1. Preparation.
      - 5.1.1.1. Pre-departure preparation is crucial to the success of a traineeship. The home LC must provide every EP that has been matched with the following before the EP goes abroad:
        - 5.1.1.1.1. AIESEC Preparation- EPs must have the following preparation related to AIESEC:
          - 5.1.1.1.1.1. All EPs must have passed through a structured induction process.

            The induction must include: basic exchange flow explanation, EP contract explanation, duties and responsibilities of the EP, sending LC and host LC, traineeship types and options of destination countries.
          - 5.1.1.1.2. Relevance of exchange to the AIESEC Way and our Vision.
          - 5.1.1.1.1.3. How to be an AIESEC ambassador in the workplace and host country.
          - 5.1.1.1.4. Expectations for AIESEC involvement in the host LC.
          - 5.1.1.1.1.5. Understanding of the AIESEC Portfolio Internal Policies (APIP) & AIESEC Exchange Program Policies (AEPP) (hereinafter referred to as "APIP & AEPP") in Appendix 13, complaint procedures, and contractual obligations.
          - 5.1.1.1.1.6 Understanding of aiesec.org exchange tools and guidance by an EP manager.
          - 5.1.1.1.7. Overview of the exchange measurement system and/or evaluations.
          - 5.1.1.1.8. Set and review per goals for the traineeship.
        - 5.1.1.1.2. Logistics Preparation- EPs must be aware of the necessary preparation in order for safe and smooth travel to their destination including:
          - 5.1.1.2.1. Health insurance.
          - 5.1.1.1.2.2. A valid passport.
          - 5.1.1.2.3. Appropriate work or residence permit.
          - 5.1.1.1.2.4. Having adequate living expenses.
          - 5.1.1.1.2.5. A return ticket to the United States.
          - 5.1.1.1.2.6. Payment of the Application Fee.
          - 5.1.1.1.2.7. Payment of the Match Fee.
        - 5.1.1.1.3. Safety Preparation- EPs must be aware of the national safety conditions and basic safety precautions of the host country and must prepare in order to ensure a safe traineeship. This preparation includes:
          - 5.1.1.1.3.1. Information on any relevant governmental advice in relation to the destination.
          - 5.1.1.1.3.2. Information on the minimal accommodation requirements of the host country according to the national host country safety standards.
          - 5.1.1.1.3.3. Knowledge that it is the EP's responsibility to be aware of the laws of the host country. The EP may refer to the country's embassy or government website for travel specific information.
          - 5.1.1.1.3.4. Liability details are found in the Post-Match policies of the APIP & AEPP.



- 5.1.1.1.4. Country and Cultural Preparation- EPs must be prepared for the cultural experience of their traineeship. This must be done in cooperation between the home and host LCs, and at minimum, includes:
  - 5.1.1.4.1. Information on culture shock.
  - 5.1.1.4.2. Resources to find information on the host country/territory.
  - 5.1.1.4.3. Effective cross-cultural communication.
  - 5.1.1.1.4.4. Being an ambassador of their country of origin and/or home country- information, presentations, etc.
  - 5.1.1.4.5. Overview of the cultural norms of the host country/territory.
  - 5.1.1.1.4.6. Basic knowledge of the host country/territory in the areas of history, politics, economy, social issues, etc.
- 5.1.1.1.5. Professional Preparation- EPs must be provided with an understanding of the professional environment in which the EP will work in the host country. This must be done in cooperation between the home and host LC. At minimum, the preparation includes:
  - 5.1.1.1.5.1. How to work in the specific business culture of the host country.
  - 5.1.1.1.5.2. An introduction to the organizational culture of the traineeship, if possible.
  - 5.1.1.1.5.3. How to work in the specific industry or type of organization.
- 5.1.1.1.6. Integration- The responsibilities of the Home LC include:
  - 5.1.1.1.6.1. Regular and facilitated communication between the EP and the LC.
  - 5.1.1.1.6.2. Conducting periodic evaluations and acting upon the feedback.
- 5.1.1.1.7. Reintegration- Reintegration and providing support to returning EPs (returnees) are primarily responsibilities of the home LC. Re-integration must include:
  - 5.1.1.1.7.1. The opportunity to debrief the experience with AIESEC in the home
  - 5.1.1.1.7.2. The opportunity to share the experience with other members of the LC, including outgoing EPs.
  - 5.1.1.7.3. The opportunity to evaluate and review the EP's goals.
  - 5.1.1.7.4. Reintegration into LC activities, if applicable.
  - 5.1.1.7.5. Information on reverse culture shock and how to cope with it.
  - 5.1.1.1.7.6. Information on how to utilize and position the international exchange experience on a professional resume and to the local job market.

# 5.2. Incoming Exchange

- 5.2.1. Global Talent (hereinafter referred to as "iGT")
  - 5.2.1.1. Accredited J-1 Visa Exchange Program (hereinafter referred to as the "J-1 Program")
  - 5.2.1.2. Host Organizations that abide by the current exchange standards and processes set forth by AIESEC US and the United States Department of State.
  - 5.2.1.3. J-1 Traineeship Nominees (hereinafter referred to as "JTNs") that abide by the current exchange standards and processes set forth by AIESEC US and the United States Department of State.
  - 5.2.1.4. The price breakdown is detailed in Appendix 9.
  - 5.2.1.5. The length of an iGT experience will be no shorter than 3 months and no longer than 18 months
- 5.2.2. Reception
  - $5.2.2.1. \, \text{The minimal reception activities that an LC is to follow include:}$ 
    - a) Picking up the EP from the airport



- b) Arrange accommodations for the EP
- c) Assist with arrival documentation, procurement of a mobile phone, accompaniment to the first day of work, and for iGT, assisting with social security, and creation of a bank account.
- d) Expectation setting
- e) Assignment of a primary contact person from the LC
- d) For iGC, be in contact at least once a week and assist with any further issues. For iGE, be in contact at least bi-weekly and assist with any further issues. For iGT, be in contact at least once a month and assist with any further issues.
- 5.2.2.2. For supporting the delivery of National and Global Exchange partners, LCs shall receive 100% of revenue generated, based on Appendix 9.
- 5.2.2.3. If the ECB receives a formal, written complaint from an EP about the quality or lack of reception activities, there may be action taken against the host LC by the ECB (if reception does not occur, the ECB shall collect half of the LC's exchange portion as NSF).
- 5.2.3. The External Relations (hereinafter referred to as "ER") Principles shall be observed as per Appendix 12.

#### 5.2.4. Matching/Sourcing

- 5.2.4.1. Approval by the MC account delivery responsible of all JTN candidates for J-1 visa eligibility must be gained before the candidates are shown to the company.
- 5.2.4.2. No intern or trainee shall receive any salary or stipend from any AIESEC US entity, with the exception of the MC, relating to their work in the United States.
- 5.2.4.3. If upon agreement with a JTN taker, AIESEC US sourcing is not required, the JTN taker will have the option to be charged the pre-match rate as outlined in Appendix 9.

#### 5.2.5. Company Payment

- 5.2.5.1. Companies who have contracted with AIESEC US may pay using credit or debit cards.
- 5.2.5.2. Each LC is responsible for ensuring that their partners' payments have been submitted and recorded correctly.
- 5.2.5.3. If payment has not been received 6 months after the initial invoice is sent then the invoice will be written off, and the total administration fee cost [SEVIS + health insurance + J-1 Visa App shipping] will be taken out of the associated LC's MC managed account. LCs will not be held liable for the added late fees.
  - 5.2.5.3.1. LCs should raise disputes on payments within this time frame.
  - 5.2.5.3.2. If proof of payment can be provided, the MC is not authorized to withdraw the associated funds from the LC's MC managed account.
  - 5.2.5.3.3. If the MC has already withdrawn the funds they must replace them.

# 5.2.6. Account Management Standards

- 5.2.6.1. Before a iGT or iGE TN is permitted to be raised, the LC raising the TN must have a certified and trained account manager designated to be responsible for the management of the account and relationship with the hosting company.
  - 5.2.6.1.1. The account manager must receive written certification of training by criteria defined by the MC.
    - 5.2.6.1.1.1. MC must send approval of certification within two weeks.
  - 5.2.6.1.2. A certified account manager may only be designated a maximum of two accounts at any given time unless designated by the MC.
  - 5.2.6.1.3. Account manager certification must be renewed every 2 quarters.
  - 5.2.6.1.4. An LC with no certified account managers has two weeks after being notified by the MC to certify at least one account manager.



5.2.6.1.5. Any LC delivering an account that is a National or Global partner must designate at least one member to receive National/Global partner management certification or forfeit the value delivery portion of the revenue.

#### 5.3. Opening and Closing Products

#### 5.3.1. Opening a New Product

- 5.3.1.1. In order to open a new product, an LE will be mandated to do so according to the OD Model clusters. If they're doing it before the OD Model recommends it, it may be possible after the MC approval to do so and for a determined product.
- 5.3.1.2. For oGV focused LEs, a second product must be added upon reaching cluster 3 and a third product upon reaching cluster 1.
- 5.3.1.3. For non-oGV focused LEs, a third product must be added upon reaching cluster 1.
- 5.3.1.4. In any case, opening a new product will need to be approved by the current MC by sending a formal request via email to the current MCP and MCVP OD and so receiving a positive reply from these last mentioned persons.

#### 5.3.2. Closing a Product

5.3.2.1. In order to close a product, the local entity should do so after the recommendation of the current MC team and always notifying the current MCP, MCVP OD and the MC head of the product being closed informing the reasons and asking for support in the next steps.



## Article VI: National Meetings

#### 6. This section outlines the meeting structure of AIESEC US.

#### 6.1. Winter National Conference

- 6.1.1. Time- WNC shall be held in the months of December or January, not starting until after December 25th.
- 6.1.2. Purpose- LC Plan revision, legislation, MCP elections, PR elections, reviewing the MC plan and strategies of its execution, awards and recognition.
- 6.1.3. Delegate profile- Each LC shall be represented by their elected LCP of the upcoming term. In addition, the LCVP of the focus product must attend. If this LCVP is unable to attend, a proxy must attend. The LCVPs of the EB should attend. Team Leaders should attend. The MC must attend. Alumni of AIESEC and the BoD may attend.
- 6.1.4. The National Plenary shall meet on the first day of this National Conference before Opening Plenary.
- 6.1.5. If the LCP or LCP Proxy does not attend at least 75% of the conference, the LC's membership will be downgraded.
  - 6.1.5.1. Exceptions shall be made only if proof is shown that the LCP cannot attend 75% of the conference.
  - 6.1.5.2. Proof must be sent to the MC at least a week before the beginning of the conference.

#### 6.2. Summer National Conference

- 6.2.1. Time- Early to mid August.
- 6.2.2. Purpose- Strategy and Leadership development, leadership pipeline activation, good case practice (hereafter known as GCP) sharing, review of the LC Plan and the strategy of its execution, LC EB input for the new MC Plan, legislation.
- 6.2.3. Delegate profile- Each LC must be represented by their LCP, LCVP oGV, and LCVP of the focus product (if different than oGV) must attend. If any of these LCVPs are unable to attend, a proxy must attend. The LCVPs of the EB should attend. Team Leaders should attend. The MC must attend. The BoD may attend.
- 6.2.4. The National Plenary shall meet on the first day of this National Conference before Opening Plenary.
- 6.2.5. If the LCP or LCP Proxy does not attend at least 75% of the conference, the LC's membership will be downgraded.
  - 6.2.5.1. Exceptions shall be made only if proof is shown that the LCP cannot attend 75% of the conference.
  - 6.2.5.2. Proof must be sent to the MC at least a week before the beginning of the conference.

#### 6.3. Local Induction Conference (hereinafter referred to as "LoCo")

- 6.3.1. Two conferences organized per year by each LC
  - 6.3.1.1. Spring **LoCo**-Held sometime from the last week of January to the last week of February. 6.3.1.2. Fall **LoCo**-Held sometime from the last week of September to the last week of October.
- 6.3.2. Objectives of the conference shall be: Leadership Development, understanding the core of AIESEC, culture understanding for members, skills development.
- 6.3.3. There must be an LCP or appointed delegation leader from each attending LC.
- 6.3.4. A Chair (MC member or approved MC chair) must be present.
- 6.3.5. The MC must set deadlines for all relevant information by January 10 for Spring **LoCo** & Mid August for Fall **LoCo**.
  - 6.3.5.1. Deadline to pick the chair
  - 6.3.5.2 Deadline to get the initial budget approved.
  - 6.3.5.3. Deadline to pick a date and if any LCs are combining their LoCos.
- 6.3.6. LoCo is the responsibility of Local Committees



- 6.3.7. The MC will release a suggested LoCo agenda at the national conference prior to LoCo.
- 6.3.8. The LCP (or LCPs of participating LCs) must appoint the conference manager and agenda manager of **LoCo**.
- 6.3.9. Cost Sharing Structure
  - 6.3.9.1. All the profit or loss from the conference shall be divided equally amongst the participating LCs.
  - 6.3.9.2. The conference budget must include the portion of the travel costs of the chair to attend as designated by the cost sharing model.

#### 6.4. YouthSpeak Forum

- 6.4.1. YouthSpeak Forum
  - 6.4.1.1. Purpose: The purpose of YouthSpeak is to allow young people to engage and take action over issues that matter to them. The YouthSpeak Forum is a premiere event that brings together both young and senior leaders to form a diverse cross-sector and multi-generational space for inspiring conversations around pressing global issues. The forum aims to create an environment to gain new perspectives to create actionable outcomes and projects that are connected to the YouthSpeak Insights, in order to push the world forward.
  - 6.4.1.2. Delegate Profile: Any and all AIESECers, past and present, may attend. The MC may attend. The BoD and any BoA member may attend. Current, past and potential partners may attend. Media may attend. General public and students may attend.

#### 6.5. Spring and Fall Conferences

- 6.5.1. Spring Conference (SpringCo)
  - 6.5.1.1. Time- Early to mid March.
  - 6.5.1.2. Purpose- Strategy and Leadership development, leadership pipeline activation, good case practice (hereafter known as GCP) sharing, review of the LC Plan and the strategy of its execution.
  - 6.5.1.3. Delegate profile Any member of AIESEC United States may attend. Each LC must be represented by their LCP. If the LCP cannot attend, a proxy must attend. LCVPs of the EB should attend, Team Leaders should attend. The BoD may attend.
  - 6.5.1.4. The National Plenary shall meet on the first day of this National Conference before Opening Plenary.
  - 6.5.1.5. If the LCP or LCP Proxy does not attend 75% of the conference, the LC's membership will be downgraded.
    - 6.5.1.5.1. Exceptions shall be made only if proof is shown that the LCP cannot attend 75% of the conference.
    - 6.5.1.5.2. Proof must be sent to the MC at least a week before the beginning of the conference.

#### 6.5.2. Fall Conference (FallCo)

- 6.5.2.1. Time- Mid-October through mid-November.
- 6.5.2.2. Purpose- To release the LC Planning Template from the MC, planning education, LCP transition, EB & TL pipeline building, and co-delivery for Winter Peak.
- 6.5.2.3. Delegate Profile- Any member of AIESEC United States may attend. Each LC must be represented by their LCP. If the LCP cannot attend, a proxy must attend. LCVPs of the EB should attend, Team Leaders should attend. The BoD may attend.
- 6.5.2.4. If the LCP or LCP Proxy does not attend 75% of the conference, the LC's membership will be downgraded.
  - 6.5.2.4.1. Exceptions shall be made only if proof is shown that the LCP cannot attend 75% of the conference.
  - 6.5.2.4.2. Proof must be sent to the MC at least a week before the beginning of



#### 6.5.3 Conference Price Caps

- 6.5.3.1 The structure for delegate fees for all national conferences will be as follows:
- 6.5.3.2 The delegate fee will be calculated and set upon registration opening or before registration opens.
- 6.5.3.3 The delegate fee will be finalized by the Conference Manager.

#### 6.6. Conference Hosting Structure

- 6.6.1. All National Conferences will have their individual budget managed by the MC Conference Manager.
- 6.6.2. The Organizing Committee President (hereinafter referred to as "OCP") application process and the selection of candidates shall be made by the MC.
- 6.6.3. Organizing Committee Selection Timeline
  - 6.6.3.1. The OCP and OC of every National Meeting must be selected at least 3 months in advance of a conference. If no viable candidate is selected the MC will take on the responsibility of the OCP until someone is elected.
  - 6.6.3.2. OCP Eligibility Criteria
    - 6.6.3.2.1. The committed OCP shall adhere to the requirements outlined in the job description.
    - 6.6.3.2.2. The OCP must report event data (sponsorships, logistics, and budgeting) to the MC monthly before their assigned national conference dates, as well as a final report of the possible problems and budgeted financial profit/loss for the event 3 weeks before their assigned national conference dates.
    - 6.6.3.2.3. If an OCP decides to abandon their responsibilities, they must do so no later than two months prior to the starting date of the conference, and must find an alternate OCP within two weeks of their resignation or dismissal.
    - 6.6.3.2.4. The OCP is required to pass all relevant materials, including a consolidated plan and sponsorship information, to the next OCP hosting a National Conference.
    - 6.6.3.2.5. The OCP is responsible for the coordination of the respective pre-meetings in addition to the National Conference itself.
  - 6.6.3.3. Applications for OCP and OC must be released at least 2 weeks in advance of the selection deadline.
  - 6.6.3.4. It is the responsibility of the MC to release the applications and make the selection of OCPs.
  - 6.6.3.5. It is the responsibility of the OCP to release the applications and make the selection of the OC members.
- 6.6.4. National Conference cost sharing structure
  - 6.6.4.1. The Organizing Committee and Facilitators of a National Conference shall not be made to pay a delegate fee.
  - 6.6.4.2. The conference budget must include the travel costs of all MC members expected to attend.
  - 6.6.4.3. Any National Conference will come under full financial responsibility of the MC.6.6.4.3.1 Any profits or losses from a National Conference will go towards the National Conference Budget.
  - 6.6.4.4. If the number of facilitators is less than or equal to five, the OC shall cover their conference delegate fee through the conference budget.
  - 6.6.4.5. If the number of facilitators exceeds five, the MC shall pay the conference delegate fee above and beyond the five covered in the conference budget.



- 6.6.5. The delegate fee, the number of facilitators at a national conference (whose delegate fees will be covered by the budget), the length of the national conference, and all other budgeting details of the national conference must be contained within the approved conference budget.
- 6.6.5.1. The delegate fee is defined as covering food, accommodation, and conference attendance for the duration of the conference as defined by the MC.
- 6.6.5.2. Budget Approval Process for Financial Accountability
  - 6.6.5.2.1. OCs must initially get conference budgets approved and locked-in by the MC Conference Responsible and MCVP Finance. Subsequently, budget reviews will be conducted by the MC Conference Responsible with the OCP who shall submit proposed budget revisions if substantive changes are needed.
  - 6.6.5.2.2. Once the locked-in budget is in place, anything further is actually a review as the locked-in budget is already agreed-upon and the OC is technically not to be making any changes that add financial liability to the conference. They can move money between categories but not increase their spending past the approved budget without permission from the MC Conference Responsible.
  - 6.6.5.2.3. Final budget approval by the MC Conference Responsible and MCVP Finance will take place 1 week prior to the conference (or earlier if registration is finalized) in consultation with the OCP. Final budget approval must be based on a final number of delegates, which is not to be changed after the budget has been approved.
  - 6.6.5.2.4. National conference financial accounts will be closed no later than 4 months after the last day of the national conference. For accounts to be considered closed, a line item list of expenditures and revenues must be provided to be reviewed by the entirety of the financial subcommittee.

#### 6.6.5. Delegate Minimums

- 6.6.5.1. The Organizing Committee shall send out a survey requesting delegate minimums from all the LCs no less than 3 months prior to the national conferences.
  - 6.6.5.1.1. Another survey shall be sent no less than 2 months before the conference asking for final edits on the number of minimum delegates.
  - 6.6.5.1.2. Any minimum delegate changes of 20% or more below the original proposal has to be approved by the MC Conference Responsible.
- 6.6.5.2. Each LC has 14 days to submit each survey with the final numbers or else the minimum would be set at 15% of the LC membership.
- 6.6.5.3. If the LC fails to make the minimum number of delegates at the conference, the LC would then be liable for the total amount of delegate fees not paid.



## Article VII: The Relationship between the LCs and the MC

7. This section outlines how the different entities work with the other structures involved.

#### 7.1. Communication

- 7.1.1. The MC is responsible for producing a quarterly report within two weeks of LCs submitting the LC Planning Tool survey. The report shall include:
  - 7.1.1.1. A section from each MC VP and the director of Global Current with an overview, data, statistics, and an outstanding work update.
  - 7.1.1.2. A letter from the MCP with an overview of how the MCP currently views the state of the Corporation.
  - 7.1.1.3. Other news, updates, opportunities, events, and conference schedules as appropriate.

#### 7.2. Subcommittees

- 7.2.1 Subcommittees shall compile reports that are submitted to the National Plenary at every National Conference. These reports contain an overview of all major topics discussed during subcommittee meetings and any recommendations compiled by the subcommittees.
  - 7.2.1.1. Each subcommittee shall meet prior to the commencement of every National Conference.
  - 7.2.1.2. Additionally, subcommittees may meet at or outside of conferences, in person or virtually, provided that all members of the subcommittee are present.
- 7.2.2. The final report produced by the Membership Subcommittee must be approved at the beginning of each NLM of each National Conference. It must contain upgrades of LCs to Full Member status, recommendations of downgrading of Full Member LCs to Member on Alert status, and recommendations on the disbandment of LCs and the upgrade of Official Expansions to Full Member status
  - 7.2.2.1. The Membership Subcommittee must submit the report to the NP at least a day prior to NLM to allow proper time for review.
- 7.2.3. Subcommittees will consist of an MC Chair, an LC Chair, and Subcommittee Members.
  - 7.2.3.1. The MC Chair will be the final MC responsible for the subcommittee. They are in charge of ensuring that the Subcommittees are following compendium and carrying out all necessary activities required by them.
  - 7.2.3.2. The LC Chair will be an LCP that applies and is selected to be the LC Chair of the Subcommittee. They are responsible for carrying out all activities of the subcommittee, creating necessary reports, and delegating activities to their Subcommittee members.
  - 7.2.3.3. Subcommittee members shall apply and be selected to be on the subcommittee. They are responsible for carrying out tasks for the subcommittee.
- 7.2.4. LC Chairs and Subcommittee members shall be selected thirty days prior to the commencement of Winter National Conference. They shall be dismissed from their roles one year after their selection.
- 7.2.5. Should any LCP be replaced during their subcommittee term, their successor shall automatically assume their role and will remain in the position until their predecessor's due date of dismissal.
- 7.2.6. Each subcommittee shall be chaired by a member of the MC. The subcommittee chair shall be responsible for organizing and preparing each subcommittee meeting and selecting the members of their subcommittee.

#### 7.2.7. Membership Subcommittee shall:

7.2.7.1. Evaluate the membership status of all LCs to:



- 7.2.7.1.1. Identify LCs that have not complied with the requirements for their current LC status, as specified in the Compendium.
- 7.2.7.1.2. Identify any LCs eligible to be upgraded to Full Member status or General Member status.
- 7.2.7.2. Continuously review and propose amendments to sections of the Compendium relevant to membership criteria.
- 7.2.7.3. At meetings prior to National Conferences, determine which Member on Alert LCs shall be disbanded, which Member on Alert LCs shall be upgraded to Full Member Status, which Member on Alert LCs shall be upgraded to General Member status, and which Official StartUps shall be upgraded to General Member status.
- 7.2.7.4. Evaluate the sustainability of each Member on Alert LC and, in accordance with Section 3.9.4.2, make a recommendation on whether each shall be disbanded. The Membership Subcommittee shall consider:
  - 7.2.7.4.1. Current results and activity in the LC including areas such as exchange, finances, and human resources.
  - 7.2.7.4.2. The LC's compliance with membership requirements, as found in Section 3.8.2 in the Compendium.
  - 7.2.7.4.3. Information provided by the current LCP.
  - 7.2.7.4.4. Any other matters deemed relevant by the Membership Subcommittee.
- 7.2.6.5. Prepare a detailed report that shall be presented to the NP by the second day of the National Conference at which the subcommittee meeting occurs.
  - 7.2.7.5.1. This report shall include recommendations for upgrades, downgrades, and disbandment.
- 7.2.7.6. Implement fines in accordance with Appendix 11 of the Compendium.
- 7.2.7.7. Be attended by:
  - 7.2.6.7.1. The Membership Subcommittee will be attended by the MCP or by the responsible MC member for Local Committee Development.
- 7.2.7.8. Final selection of attendees is up to the discretion of the Membership Subcommittee Chair.

#### 7.2.8. Finance Subcommittee shall:

- 7.2.8.1. Review the status of MC finances:
  - 7.2.8.1.1. Review the expenditures and income for the year to date.
  - 7.2.8.1.2. Review the MC budget to date.
  - 7.2.8.1.3. Make recommendations for changes to the MC budget and proposed expenditures for the future.
- 7.2.8.2. Provide consultancy and a virtual help desk to all local entities on financial matters and mediate financial disputes.
- 7.2.8.3. Produce a review of the benefits that LCs receive, compared to the revenue received by the MC from those LCs, and make recommendations based on this review.
- 7.2.8.4. Review MC's re-budget in the summer and provide a report to NP at SNC.
- 7.2.8.5. Formulate any necessary legislation based upon findings made under the terms and references of the Finance Subcommittee.
- 7.2.8.6. Be attended by:
  - 7.2.7.6.1. The current MC VP Finance as the Finance Subcommittee Chair.
- 7.2.9. Legislation Subcommittee shall:



- 7.2.9.1. Review motions and mandates for legislation from the NP.
- 7.2.9.2. Consolidate all proposals into a legislation booklet during the ten days before the NLM, releasing the final booklet two days prior to the legislative session.
- 7.2.9.3. Update the legislation booklet throughout each legislative meeting, releasing the final version two days before the legislative session begins.
- 7.2.9.4. The Legislation Subcommittee shall comprise the LC Chairs of the Finance Subcommittee, Membership Subcommittee, and Ethics Subcommittee, and the MC Chair.
- 7.2.9.5. The Legislation Subcommittee reviews all mandates in the Compendium every NLM.
- 7.2.9.6. The Legislation Subcommittee has the power to edit/fix any numbering, grammar, spelling, and formatting issues.
- 7.2.9.7. The legislation subcommittee shall perform an audit of the compendium prior to every SNC to automatically correct all non-substantive errors according to their mandate in section 7.2.9.6.. Any substantive errors that the Legislation subcommittee cannot automatically correct shall be compiled in an annual compendium audit report and released to the LCPs a week before every SNC.
  - 7.2.9.7.1. The Legislation subcommittee must work with the plenary to draft legislation that corrects the errors outlined in the annual audit. The legislation subcommittee must ensure that a motion is drafted that addresses all the errors highlighted in the audit by either having a constituent member propose it themselves or delegate the drafting of the legislation to another LC or the MC.

#### 7.2.10. Ethics Subcommittee shall:

- 7.2.10.1. Be responsible for ensuring the Code of Ethics is nationally followed and respected.
- 7.2.10.2. Solve internal ethics cases.
- 7.2.10.3. Conduct preventative actions to educate the membership on ethical behaviors.
- 7.2.10.4. Be selected each year by the MC Responsible in charge of Ethics.
- 7.2.10.5. Have the ability to fine LCs for violating the national Code of Ethics. The fine amount will be decided based on the severity of the offense.
- 7.2.10.6. Conduct a thorough investigation against parties that are accused of misconduct alongside the Entity Control Board.



### Article VIII: Data Protection

#### 8. This Section outlines data protection policies

#### 8.1. Basic Definitions

- 8.1.1. Personal data means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 8.1.2. Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 8.1.3. Sensitive personal data includes personal data about a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic, biometric, physical or mental health condition, sexual orientation or sexual life. It can also include data about criminal offences or convictions. Sensitive personal data can only be processed under strict conditions, including with the consent of the individual.
- 8.1.4. The terms mentioned above and any other expressions must respect the definitions given by the General Data Protection Regulation and the appropriate local/national laws.

#### 8.2. Considerations

- 8.2.1. AIESEC in the United States processes personal data about members/employees, volunteers, applicants, alumni and customers, being committed to protecting and respecting the privacy of every stakeholder.
- 8.2.2. Personal data must be processed lawfully and appropriately.
- 8.2.3. The provisions of the General Data Protection Regulation must be respected by AIESEC in the United States.

#### 8.3. Data Protection Officer

- 8.3.1. AIESEC in the United States must have a responsible for data protection. The Data Protection Officer will be appointed on the first day of the MC term.
- 8.3.2. The selection of the responsible for data protection must take into consideration the following criteria:
  - 8.3.2.1. His/Her duties must be compatible with the duties of a Data Protection Officer;
  - 8.3.2.2. His/Her duties must not lead to a conflict of interests;
  - 8.3.2.3. He/She shall be designated on the basis of professional qualities and, in particular, expert knowledge of data protection law and practices and the ability to fulfil the tasks: this should be proportionate to the type of processing carried out by the entity.
- 8.3.3. The duties of the Data Protection Officer are:
  - 8.3.3.1. To inform and advise the entity and the members/employees who carry out processing of their obligations pursuant to the General Data Protection Regulation and to other data protection laws;
  - 8.3.3.2. To monitor compliance with the General Data Protection Regulation, with other data protection laws and with the policies of the entity in relation to the protection of



- personal data, including the assignment of responsibilities, awareness-raising and training of staff involved in processing operations, and the related audits;
- 8.3.3.3. To provide advice where requested as regards the data protection impact assessment and monitor its performance;
- 8.3.3.4. To cooperate with the supervisory authority;
- 8.3.3.5. To act as the contact point for the supervisory authority on issues relating to processing, including the prior consultation referred to in the Article 36 of the General Data Protection Regulation, and to consult, where appropriate, with regard to any other matter.
- 8.3.4. The Data Protection Officer shall be bound by secrecy or confidentiality concerning the performance of his/her tasks.
- 8.3.5. The contact details of the Data Protection Officer should be published, shared with the relevant supervisory authority and communicated to individuals.
- 8..3.6. The responsible for data protection will be the MCVP F&L of AIESEC in the United States. AIESEC in the United States may also contract out the role of Data Protection Officer to the ECB Chair.

#### 8.4. Data Protection Principles

- 8.4.1. Personal data must be:
  - 8.4.1.1. processed lawfully, fairly and in a transparent manner in relation to the data subject;
  - 8.4.1.2. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
  - 8.4.1.3. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
  - 8.4.1.4. accurate, and where necessary, kept up-to-date;
  - 8.4.1.5. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
  - 8.4.1.6. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.
- 8.4.2. AIESEC in the United States must make reasonable steps so as to guarantee the principles mentioned in "8.4.1.", including setting retention policies and internal procedures for deletion of data.
- 8.4.3. Whenever consent is the lawful basis for processing, it must be AIESEC in the United States must:
  - 8.4.3.1. make sure that it was granted in a free, specific, unambiguous, explicit and informed manner. The request for consent shall be presented in a manner which is clearly distinguishable from the other matters, in an intelligible and easily accessible form, using clear and plain language;
  - 8.4.3.2. be able to demonstrate that the data subject has consented to the processing of his/her personal data;
  - 8.4.3.3. guarantee that the data subject will have the right to withdraw his/her consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. Prior to giving consent, the data subject must be informed thereof. AIESEC in the United States must also guarantee that it is as easy to withdraw as to give consent.

#### 8.5. Information to Individuals

8.5.1. Whenever personal data relating to an individual is collected, AIESEC in the United States must inform the individual about:



- 8.5.1.1. The purpose or purposes for which AIESEC in the United States intends to process that personal data, as well as the legal basis for the processing;
- 8.5.1.2. Where AIESEC in the United States relies upon the legitimate interests of the business to process personal data, the legitimate interests pursued;
- 8.5.1.3. The recipients or categories of recipients of the personal data, if any;
- 8.5.1.4. The fact that AIESEC in the United States intends to transfer personal data to a non-EU/EEA country or international organization and the appropriate and suitable safeguards in place;
- 8.5.1.5. The existence of each of the rights of the data subject and a explanation about each of them, paying special attention to the right to request from AIESEC in the United States (\*considering that it is the "data controller") access to and rectification or erasure of personal data or restriction of processing as well as the right to object to processing and the right to data portability.
- 8.5.1.6. Information about the period that the information will be stored or the criteria used to determine that period;
- 8.5.1.7. The right to withdraw consent at any time (if consent was given) without affecting the lawfulness of the processing before the consent was withdrawn;
- 8.5.1.8. The right to lodge a complaint with the appropriate supervisory authority;
- 8.5.1.9. The existence of automated decision-making (including profiling) and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the individual;
- 8.5.1.10. The identity and contact details of AIESEC in the United States (\*considering that it is the controller), of its Data Protection Officer and, where applicable, of its representative.
- 8.5.2. In case the information was collected directly from the individual, he/she must be informed about the points mentioned in "X.5.1." at the time when personal data is obtained. Besides, he/she must also be provided with the following:
  - 8.5.2.1. Whether the provision of the personal data is a statutory or contractual requirement/obligation, or a requirement necessary to enter into a contract, as well as whether the individual is obliged to provide the personal data and any possible consequences of failing to provide the data.
- 8.5.3. In case the information was collected from a third party, the individual must be informed about the points mentioned in "8.5.1." as soon as possible, but at latest within one month of obtaining it. He/She must also be provided with:
  - 8.5.3.1. The types or categories of personal data which are to be processed;
  - 8.5.3.2. The source the personal data originates from and whether it came from publicly accessible sources.

#### 8.6. Rights of the Individuals

- 8.6.1. AIESEC in the United States must process all personal data based on the rights of the individuals, including:
  - 8.6.1.1. right to be informed about the processing activities;
  - 8.6.1.2. right to access his/her personal data;
  - 8.6.1.3. right to rectification;
  - 8.6.1.4. right to object to (part of) the processing, including for direct marketing purposes;
  - 8.6.1.5. right to erasure ("right to be forgotten");
  - 8.6.1.6. right to restriction of processing;
  - 8.6.1.7. right to data portability;



- 8.6.1.8. right to not to be subject to automated decision-making (including profiling) in certain circumstances. In case it happens, the individual shall have the right to be informed, to express his/her point of view, to challenge the decision and to obtain human intervention:
- 8.6.1.9. right to liability/compensation in case of violation of privacy rights, as well as to lodge a complaint with the appropriate supervisory authority.
- 8.6.2. AIESEC in the United States must set communication channel(s) and procedures so that the individual can enforce his/her rights within one month of the original request.

#### 8.7. Data Security

- 8.7.1. AIESEC in the United States must take appropriate security measures against unlawful or unauthorized processing of personal data, and against the accidental or unlawful destruction, damage, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed.
- 8.7.2. Procedures and technologies must be in place to maintain the security of all personal data.
- 8.7.3. Personal data shall only be transferred to a data processor if there is a contract and if it agrees to comply with the procedures and policies and/or puts in place adequate measures itself.
- 8.7.4. AIESEC in the United States must maintain data security by protecting the confidentiality, integrity and availability of the personal data, including, if possible, measures such as pseudonymisation.

#### 8.8. Disclosure and Sharing of Personal Data

- 8.8.1. AIESEC in the United States may share personal data internally.
- 8.8.2. Personal data shall not be sold to externals nor handled by individuals outside AIESEC in the United States.
- 8.8.3. Personal data shall not be transferred to people or organizations situated in countries without adequate protection and without firstly having advised the individual. Transfers of data to other countries shall be subject to the requirements of the General Data Protection Regulation.

#### 8.9. Documentation

- 8.9.1. AIESEC in the United States must keep records of the activities, being able to demonstrate compliance upon request.
- 8.9.2. AIESEC in the United States must follow the internal Data Protection Policy, the provisions of the General Data Protection Policy and the national/local laws regarding data protection.
- 8.9.3. The local entities of AIESEC in the United States are subject to the clauses focused on data protection and must abide by these rules,
- 8.9.3.2. violations of any privacy or data policies within 12 months will result in an LC being downgraded to MoA. 4 violations of the agreement within 12 months will result in LC disbandment.
- 8.9.4. All members of the plenary (MC, MC Directors, LCPs, VPs, TLs, and Members) must read and understand the GDPR (Global Data Protection Regulation). All members are expected to fill out the Member GDPR Compliance Agreement, and LCVP Finances are responsible for tracking the completion of their LCs. The plenary strives to aim for 100% of GDPR Compliance.



## **One Year Motions**

- 1. AIESEC SVSU will be known as AIESEC SWAGinaw (August 7, 2013)
- 2. Section 3.9.3.5 does not affect AIESEC Denver. (January 4, 2014)
- 3. Section 3.11.3.7.3 shall not be in effect until March 31st, 2014. (January 4, 2014)
- 4. The financial model outlined in section 4.2 2 will begin effectively January 1<sup>st</sup>, 2015. LCs will have an additional quarter to pay each invoice in 2015 if needed. (August 8, 2014)
- 5. Local entity accounts will begin to be taken into account in the distribution model starting December 2015. (August 8, 2014)
- 6. For the portion of the financial responsibility of national conferences covered by the LCs, the split will be as follows in the situation of profit/loss: 50% of the LC portion shall be covered by the hosting LC or LCs. The remaining 50% of the LC portion shall be divided evenly amongst all of the non-hosting LCs in AIESEC US with an MC controlled bank account.
- 7. WNC 14-15 shall be included in the new split of national conference financial responsibility (One Year Motion #7).
- 8. 6.5.4. Will be reviewed within the one year at SNC and WNC. (January 2nd, 2015)
- 9. The MC can submit a bid to host a National Conference. If the MC bid is approved then they will select an OCP within 3 weeks of the bid being approved through a national application and a simple majority vote of confidence from the NP. If the MC bid is approved, profit/loss of the conference will be split 50/50 between the MC and LCs. This is effective immediately if carried. (January 2016)
- 10. Invoiced upon selection of an eligible participant. Payment must be received before a visa application will be shipped unless otherwise stated by the MCVP.
- 11. An enforced savings initiative proportionate to the revenue of each individual LC will take effect. This initiative is based on LCs' bank balance. An LC in debt may spend at most 40% of the revenue they have earned in the last calendar year. An LC with no revenue from the past calendar year can request spending decisions, and will be notified of approval to spend by the Finance Subcommittee and MCVP Finance within 48 hours of the request. Any additional spending from any LC must be approved by the MCVP Finance and the Finance Subcommittee by a majority vote. This amount is calculated and set at the beginning of every term commencement on February 1.
- 12. The fines outlined in articles 6.6 shall not be considered for Fall Roks 2018, WNC 2019, and Fall NPM 2018. The Meeting and Bids Subcommittee and MC Conference Manager shall review the timeline outlined in this section and propose changes that better suit conference management by WNC 2018
- 13. Royalty fee for all iGV revenue to be 50% for 1 year
- 14. The Changes made to 4.2.1 will go into effect January 1, 2019
- 15. Due to COVID-19 Pandemic, membership will not be influenced by lack of LCP attendance at national conferences. However, the LC cannot be a voting LC unless the LCP (or LCP Proxy) attends 75%+ of the conference agenda
- 16. All LCs who have successfully submitted the Sustainability Report at WNC 2021 will be granted General Member status to be able to participate in the virtual Vote-of-confidence process for MC 21.22 (Referencing 3.4.6).



## **Two Year Motions**

- 1. For the portion of the financial responsibility of national conferences covered by the LCs, the split will be as follows in the situation of profit/loss:50% of the LC portion shall be covered by the hosting LC or LCs. The remaining 50% of the LC portion shall be divided evenly amongst all of the non-hosting LCs in AIESEC US with an MC controlled bank account.
- 2. Local Committee Fines shall not be given to LCs with a bank account balance lower than 500 dollars



## **Mandates**

- 1. AIESEC Seattle hosts AIESEC Davis beginning SNC 2013 as IG.
- 2. AIESEC Appalachian State hosts Summer National Conference 2014.
- 3. AIESEC Arizona State is mandated to host the Winter National Conference 2014.
- 4. The Finance Subcommittee reorganize the financial portions of the compendium by July 1, 2014.
- 5. The Legislation Subcommittee must fix all numbering discrepancies in the compendium by Spring NPM 2014.
- 6. The Finance Subcommittee prepare by March 1, 2014, a general appendix containing all national fees, their purpose, and their timeline to be added to the compendium.
- 7. The Membership Subcommittee define the terms of the contract specified in Section 3.11.3.7.3. and release it to the NP by January 31, 2014.
- 8. AIESEC Madison to host Spring NPM 2014.
- 9. AIESEC Texas A&M hosts AIESEC Dallas as an extended official expansion
- 10. AIESEC Purdue hosts AIESEC Indiana beginning at WNC 2013 as an extended official expansion
- 11. AIESEC Michigan hosts AIESEC Ohio State as a new official expansion
- 12. AIESEC Ohio State shall be required to sing the fight song of AIESEC Michigan, "Hail to the Victors" as long as it is a New Official Expansion, at every Regional and National Conference whenever the LCP of AIESEC Michigan requests.
- 13. The Finance Subcommittee and Membership Subcommittee will work together to decide the general scope of the internal audit and how it should affect membership in the future. A proposal must be submitted at Fall NPM 2014.
- 14. The Finance Subcommittee will submit a revised Finance Appendix if the membership model and/or finance model motions pass.
- 15. AIESEC Northwestern hosts AIESEC Mizzou as an Official Expansion.
- 16. AIESEC Yale hosts AIESEC Chapel Hill as an Official Expansion.
- 17. AIESEC United States hosts AIESEC Davis as an Official Expansion.
- 18. AIESEC SLO hosts Fall National Presidents meeting 2014.
- 19. MC review the brand book and release it to the National Plenary by October 31st, 2014.
- 20. Before the close of legislation, Karan Goenka must give Niels Caszo a lap dance with bodily contact to the song "Me and You" by Cassie for 1 minute.
- 21. AIESEC SLO will host Summer National Conference 2015
- 22. Karan Goenka must upload to the Generation 2014 AIESEC United States Facebook group a video of himself giving Niels Caszo a lap dance with body contact to the song Anaconda for 1 complete minute within one week of VLM. This act is to be repeated at NPM under the same conditions if the video gets likes from at least 2/3 of the current LCP class before the start of NPM
- 23. The MC should bring an individual during the Spring of 2015 for the purpose of researching our National Conference process to answer the question of why they consistently post multiple-thousand dollar losses. The motivation for this motion is to compile data, both qualitative and quantitative, in an easy to digest format so that all those involved in conference management can take action based on concrete information instead of intuitions.
  - a. They should carry this out as a consultancy project and it is recommended that they consider:
     Comparing the proposed budgets and closeouts of at least the last two WNCs and last two SNCs
     Conducting qualitative interviews with OCs, LCPs, MC members, and other relevant parties.
  - b. They should produce a report which it is recommended that it:
    - i. Outlines of the nature and magnitude of the problem
    - ii. Identifies the root-causes of these problems
    - iii. Poses actionable recommendations to specific actors
- 24. Washington D.C. hosts Spring NPM 2015
- 25. Yale hosts Fall NPM 2015



- 26. The Board of Directors, MC and PR will create a report that identifies and outlines the options for determining the risk of the visa options for International MCP candidates. The report will be submitted to the national plenary by Spring 2015 NPM.
- 27. The national plenary will vote upon the recommendation of the international MCP candidate report at the next VLM or NLM, whichever comes first.
- 28. The LCP class along with the MC must evaluate the effectiveness of the Branding Subcommittee and determine whether or not the Subcommittee should continue to operate. (January 2nd, 2015 at WNC)
- 29. According to article 3.9.2.5.2, LCs with a negative MC-managed account for more than six months shall be up for disbandment at the next National Conference. Purdue, Georgia State and Northern Illinois, as LCs under the above financial disbandment condition, will be given a grace period between SNC 2015 and August 31st to regain a non-negative balance. However, they shall be automatically disbanded if their MC-managed account balance remains negative as of August 31st
- 30. Appalachian State shall host Spring NPM 2016.
- 31. The MC shall work with the Board of Directors to perform a formal analysis of the pricing structure of the exchange products we offer. The results of the analysis shall be presented in a report. The report shall also contain proposals to change the pricing structure as per the analysis. The report and proposals for change shall be presented to the Board of Directors no later than the Q4 meeting in July 2016. The MC shall work with the Board to get Board approval of the report. Thereafter the MC shall deliver the report to the plenary along with draft legislation to change the prices of our exchange products as per the report no later than SNC 2016.
- 32. AIESEC Madison will host AIESEC Milwaukee effective immediately.
- 33. The Member Committee will host AIESEC Mizzou as an Official Expansion.
- 34. The Member Committee will host AIESEC Ohio State as an Official Expansion.
- 35. The Member Committee will host AIESEC Boston as an Official Expansion.
- 36. The Member Committee will host AIESEC Dallas as an Official Expansion.
- 37. The membership report for Summer National Conference 2015 shall be approved.
- 38. Yale shall be referred to as Yalé. (pronounced "yaaaaa leyyyy") and wear sombreros at all national conferences.
- 39. Dom shall provide the LCP class, the Chair, and the MC with hot Pastrami sandwiches at the close of legislation.
- 40. The membership subcommittee will create criteria for Local Committees to switch allocations at WNC 2015.
- 41. The NP shall approve the MC 15.16 budget.
- 42. The number of iGC an LC is allowed to do for the year shall be equivalent to the number of OGX an LC has done in the past four quarters.
- 43. AIESEC Seattle, Miami, & Georgia Tech will co-host SNC 2016.
- 44. It shall be mandated that if an LC has payments on 3 different invoices that have not yet been received 6 months after the initial invoice is sent, the MC has the right to cease opening any new opportunities until the invoices have been collected on. This mandate shall take effect until the next Winter National Conference until it will be reevaluated by the National Plenary.
- 45. GLOBAL ENTREPRENEURS: It shall be mandated that:
  - a. BTN Fee Breakdown:
    - i. \$650 USD per trainee (administration, sourcing, and reception fee)
    - ii. Cost of housing for the trainee. \*The fee must not be paid by a grant. For an umbrella organization who will take multiple BTNs on behalf of their member organizations:
      - 1. \$500 USD per trainee (administration, sourcing, and reception fee).
      - 2. Cost of housing for the trainee. \*The fee must not be paid by a grant. This mandate shall last until the next Summer National Conference where it should be re-evaluated by the national plenary.
    - iii. A host organization for GE any company less than five years old.
  - 46. The Member Committee will evaluate and make recommendations for a membership model for WNC 2016-2017.
  - 47. Although we are not keeping fluidreview, we will keep the funding for systems at the same amount until a proper replacement is found. €3001 of the \$9000 will be directly invested into the global information system. At SNC,



- MCVP Finance will release a report on the cost of the new system replacing fluidreview and in the event that the cost of the system is below the remainder funding of fluidreview we will distribute the remaining funds to the LCs based on their contribution.
- 48. To close legislation on Jan 1st 2016, Dom must give the chair a lap dance.
- 49. Membership legislation changes indicated in A.7.2.1 and A.7.2.2, as well as outlined in Motion 4 will go into effect at the close of WNC 2016/2017.
- 50. The EBs elected for the 2016 term, previously ending on December 31st, 2016, will end their terms on January 31st, 2017.
- 51. The MC of AIESEC United States will officially host all existing expansions (OE).
- 52. OE's Ohio State, Ohio, Milwaukee, San Diego, UCLA, USC, Virginia, Maryland, Philadelphia, Minnesota and Mizzou be given an extension of one year to reach membership or they will be automatically disbanded.
- 53. The total profit or loss of WNC 1617 will be absorbed by the hosting entity.
- 54. The MC 1617 will host the Winter National Conference 16.17.
- 55. Royalty fee for all iGV revenue to be 50% for 1 year.
- 56. The MC 16.17 term will end July 31st, 2017.
- 57. According to article 3.9.2.5.2, LCs with a negative MC managed account for more than six months shall be up for disbandment at the next National Conference. Chapel Hill, as an LC under the above financial disbandment condition, will be given a grace period between SNC 2016 and December 31st 2016 to regain a non-negative balance, or be automatically disbanded.
- 58. LCs Texas A&M, Cornell, and Illinois each be automatically disbanded post WNC legislation (January 2, 2017) should the membership criteria of a combined 30 realizations and approvals for OGX not be fulfilled by each LC. The dates of membership evaluation shall be January 1, 2016-December 31, 2016.
- 59. JTN and BTN Host Organizations who have 1. had a realization since Q3 2015 or 2. signed a contract with us and have not been invoiced since Q3 2015, can issue invoices through August 7th, 2017 at the pre-SNC 2016 pricing model, to allow for iGT partner budget planning. The iGT pricing model passed at SNC 2016 will take into effect August 21st, 2016 to give LCs currently in negotiation a chance to close accounts in negotiation.
- 60. The NP shall approve the MC 16.17 budget.
- 61. The national plenary officially accept each Official Expansions (OEs) of AIESEC at Ohio State, Maryland, Milwaukee, Minnesota, Missouri (Mizzou), Ohio University, Philadelphia, San Diego, St. Edwards, USC, UCLA, and Virginia at SNC 2016
- 62. The MCP must buy and give each LCP and MCVPs either an ice cream bar, ice cream sandwich, chocolate chip ice cream sandwich, ice cream cups, or ice cream cone prior to the close of SNC 2016.
- 63. Georgia hosts NPR Fall 2016.
- 64. The focus programs will be evaluated by the membership subcommittee at each national conference.
- 65. AIESEC at Indiana State be recognized and accepted by the plenary as an official expansion to be hosted under the MC.
- 66. The MCP must buy and give each LCPS, MCVPs, MCPe, the Chair, and the LCD team french fries prior to the close of WNC 2016/2017.
- 67. Austin shall host EB Conference for Spring 2017.
- 68. Meghan Lowther and Maital Kaminer be the Plenary Representatives for the 2017-2018 term.
- 69. The Membership Subcommittee Report will be passed.
- 70. The MC hosts SNC 2017.
- 71. By the next National Legislative Meeting, MC must submit a proposal on the integration of an automated Accounts Receivable system to the NP.
- 72. AIESEC Georgia Tech will hereby change its name to AIESEC Atlanta.
- 73. MC VPF must submit monthly reports to NP regarding the current status of Local Committee's Accounts Receivable until an automated Accounts Receivable system can be put in place or another solution for outstanding AR is in place.



- 74. The MCP will purchase chicken nuggets or another food item for the entire LCP class, chair, and MC before the end of Summer National Conference 2017.
- 75. The focus programs will be evaluated by the membership subcommittee at each national conference.
- 76. Royalty fee for all iGV revenue to be 50% for 1 year.
- 77. The Organizing Committee President application will be released at the Summer National Conference 2017. This position is for one person and lasts the 2017-2018 MC fiscal year. The OCP will report to the Conference Manager and Agenda Manager as a part of the conference team of all conferences. Selection will be conducted within two weeks of release of the application.
- 78. Every year, during the Summer and Winter National Conference, all the MCVPs must give the MCPc a lap dance at morning plenary the day after legislation.
- 79. AIESEC Georgia Tech, Appalachian, Georgia (UGA), and Miami will host WNC 2017.
- 80. By morning plenary after the end of legislation at Summer National Conference 2017, MCP has to buy each of the LCPs, MCVPs and the chair a Taco Bell potatorito and receive a lap dance by all the MCVPs.
- 81. The affiliation fee payment schedule, adjusted affiliation fee calculations and royalty fee percentage amendments are to take effect on January 31, 2018, keeping the current October affiliation fee payment amount and royalty split per exchange as the standing amounts and percentages respectively until the date aforementioned passes.
- 82. New York City shall host National Presidents Retreat for Fall 2017.
- 83. The fines outlined in articles 6.3.7, 6.3.7.2, 6.6.7.5., and 6.6.7.6 shall not be considered for Fall Roks 2017, WNC 2017, and EBCO 2018.
- 84. AIESEC in Miami will also be officially recognized as AiM.
- 85. For the National Legislative Meeting at Winter National Conference 2017-2018, Lexi Tosch shall be the LCP Proxy for AIESEC in Denver. This will overrule all current regulations regarding proxies or NLM attendance. This will serve as AIESEC in Denver's proxy usage for the 2018 calendar year.
- 86. AIESEC in Cornell will be disbanded at SNC 2018 if they do not fulfil all requirements for general membership.
- 87. Miami will host EBCO 2018.
- 88. The MC will host SNC 2018.
- 89. By morning plenary after the end of legislation at Winter National Conference 2017, MCP has to buy each of the LCPs, MCVPs, MCPe and the chairs a RUNA and receive a lap dance by all the MCVPs.
- 90. AIESEC at Ohio University will be officially recognized as AIESEC in Ohio
- 91. Lydia Edwards MCP of AIESEC United States 18.19 will Buy 1 RUNA per every LCP's and 1 RUNA for the chair by Thursday August 9th 2018 9PM.
- 92. The US MC for 18-19 will give full power of renaming the MC name to the LCP class which will take effect immediately and cannot be changed back.
- 93. AIESEC in Mankato will be officially opened as an Official Expansion and be hosted by the Member Committee (MC).
- 94. AIESEC in Colorado will be officially opened as an Official Expansion and be hosted by the Member Committee (MC).
- 95. AIESEC in Eau Claire will be disbanded at WNC 2018/19 if they do not fulfill all requirements for general membership.
- 96. AIESEC in Minnesota will now be recognized as AIESEC in Minneapolis. The MC will transfer the funds currently in the AIESEC in Minneapolis account to the NSF.
- 97. The MC shall conduct a Pricing Review of all AIESEC US's products by WNC 2018, using pricing surveys to evaluate potential customers' willingness-to-pay, and comparative pricing reviews with currently existing products with similar scope.
- 98. The current MCP, Lydia Edwards IX must provide at least 34 orders of an assortment of Nuggets & large McDonald's French fries, and sauces the majority of the assortment being fries (to be defined at 51%) for the LCP class of 2019-2020 at WNC 2018-2019 by January 4th 2019. Mandate
- 99. All LCs paying an affiliation fee in January 2019 will have a fee no higher than \$819. The royalty of 60% which was passed for the 19.20 term will start as of January 1s, 2019. This is being done due to the current state of the LC financials.



100. Mandate AIESEC Houston as a "preliminary expansion/startup" from now until the next NLM. Minimum criteria will need to be met by WNC for them to be opened as an official expansion/startup, the criteria will be evaluated by the MSC before WNC.

#### 101. Mandate for NLM proxies:

- a. For the National Legislative Meeting at Summer National Conference 2019, Harsha Jha shall be the LCP Proxy for AIESEC in Mankato. This will overrule all current regulations regarding proxies or NLM attendance.
- For the National Legislative Meeting at Summer National Conference 2019, Adam Hall shall be the LCP Proxy for AIESEC in Chapel Hill. This will overrule all current regulations regarding proxies or NLM attendance.
- c. For the National Legislative Meeting at Summer National Conference 2019, Braden Cody shall be the LCP Proxy for AIESEC in Boston. This will overrule all current regulations regarding proxies or NLM attendance.
- d. For the National Legislative Meeting at Summer National Conference 2019, Alejandra Achury shall be the LCP Proxy for AIESEC in Maryland. This will overrule all current regulations regarding proxies or NLM attendance.
- e. For the National Legislative Meeting at Summer National Conference 2019, Tiffanie Che shall be the LCP Proxy for AIESEC in Mizzou. This will overrule all current regulations regarding proxies or NLM attendance.
- f. For the National Legislative Meeting at Summer National Conference 2019, Xander Wierschem shall be the LCP Proxy for AIESEC in Dallas. This will overrule all current regulations regarding proxies or NLM attendance.
- g. For the National Legislative Meeting at Summer National Conference 2019, Fernanda Lopez shall be the LCP Proxy for AIESEC in Miami. This will overrule all current regulations regarding proxies or NLM attendance.
- h. For the National Legislative Meeting at Summer National Conference 2019, Grace St. Urbain shall be the LCP Proxy for AIESEC in Texas A&M. This will overrule all current regulations regarding proxies or NLM attendance.
- 102. During lunch the day after legislation for Summer National Conference 2019, Nathaniel Kroah, MCVP Finance of AIESEC US 2019-2020, must eat an entire jar of pickles of his choosing while being observed by the AIESEC in Ohio delegation and friends.
- 103. Within two hours following legislation at Summer National Conference 2019, MCP of AIESEC US 2019-2020, Ian Kawetschanky, has to buy 80 chicken mcnuggets and 15 large fries for the LCPs present at LEGO fair on August 2nd and J. This must include 5 of: sweet and sour, ranch, honey mustard, ketchup, buffalo, bbq, hot sauce:)
- 104. Mandate for the MSC, LSC and MC to align Compendium language to the Membership Model. They shall identify all articles and clauses to be modified and propose all necessary modifications for WNC 19.20.
- 105. Mandate the MSC to revise all the "LCs" or "Local Committees" writings in the compendium that refer to all the entities (both actual LCs and expansions) to be named as "LEs" or "Local Entities", therefore, they would have to change all the words or phrases where this happens.
- 106. Mandate the MSC to revise all the "Expansions" writings in the compendium and replace this word with Start Ups 107. Correct the formatting of the Compendium to match the formatting used in Article 1.
- 108. Mandate Paris Papadatos and Lauren Suga will be the Plenary Representatives for the 2020-2021 term.
- 109. Mandate AIESEC in Houston to be considered as an official Start Up, given the fact that the minimums to be inside the OD Model were achieved.
- 110. Mandate AIESEC in Austin to buy Ian a milkshake and Michigan to buy J a large oreo (or similar) milkshake from McDonald's before the end of WNC 2019.2020
- 111. The LC of Michigan changes focus product from OGE to OGV.
- 112.At every National and Local Conference, a member of the MC, or a person delegated by the MC, must read the Conference Policy Slides to the plenary during the Opening Plenary. These should include the Drug and Alcohol Policies, Sexual Harassment Policies, and Discrimination Policies.



- 113.By SNC 2020, the MC will provide the amount of debt that each active and closed LC will receive from the remaining Regional Conference Bank Balances. Additionally, the LCs will receive a timeline for distribution of these debts into their accounts in order to plan for the futures of their LCs.
- 114. Mandate the MCVP OD to replace all "LE" and "Local Entity" wording to "LC" and "Local Committee" respectively and if needed the current "LC" and "Local Committee" wording to General Member LC or Full Member LC or Voting Committees according to the situation
- 115. Mandate the MCVP OD to replace the current wording of the different Clusters (which are going from 1 to 10) to be adjusted to the updated OD Model, which Clusters go from 1 to 9
- 116. Within two hours following legislation at Winter National Conference 2019-2020 MC Venture has to buy 100 chicken mcnuggets and 15 large fries for the LCPS present at legislation and a vanilla milkshake for J on January 2, 2020. This must include 5 of each: sweet and sour, ranch, honey mustard, ketchup, buffalo, bbq, and hot sauce
- 117. Every Local Committee is able to vote in SNC 2020 NLM due to COVID-19 hindering the ability of all Local Committees to meet the Exchange and Health Criteria of the OD Model. This membership system will be strictly for SNC 2020 NLM only. If this mandate passes, only LCs that voted in the VLM to pass this mandate will be given the right to vote at SNC 2020 NLM. LCs that do not vote in the VLM will not be given the right to vote at SNC 2020 NLM.
- 118.AIESEC in Arizona will be officially opened as an Initiative Group and be hosted by the Member Committee (MC)
- 119. Due to COVID-19, membership of LCs will be maintained in their current state, but will not impact voting rights at WNC 2020.2021. Reference membership in Appendix 1.
- 120. To solve the problem of the RoKS Debts, The MC and LCs will split the whole amount of the debts evenly. The LCs will then split their half amongst each other evenly. The debts will automatically transfer to the LC and MC accounts on February 1, 2021, but they will have five years (February 1, 2026) to realize the entirety of the loss but must pay half the debt by February 1, 2024, by emailing the FSC. In the event that an LC disbands, the procedure laid out in Article 3.9.2.8.3. will be followed. Every FSC will evaluate the timeline for realizing the debts at each WNC. Furthermore, the unrealized debt will not be counted towards any membership model that has debt included as a factor into voting rights.
- 121.LC Affiliation Fees will not be collected until January 2021. This mandate will be reviewed at WNC 2020.21.
- 122. The balance of the National Support Fund on August 1, 2020 will be used to cover the debts of the old RoKs Bank Accounts.
- 123. Update every instance of "EBCo", "LIC", "trACTion", "Fall NPM" to reflect the current set of recognized conferences in AIESEC US.
- 124. The affiliation fees for 2021 will be halted until SNC 2021. The MC and FSC must determine by SNC 2021 to either continue the halt on the affiliation fees or reinstate them based on the Affiliation Fee Model in Appendix 14.
- 125. If the MC decides to make oGX an internal product, then prior to the implementation of this strategy, the National Plenary must take this to a vote at SNC 2021. The MC is to bring their strategy on oGX products to the National Plenary at SNC 2021 for a vote.
- 126.A Mandate to Legislation Subcommittee to change any mention of Exchange Program Policies (XPP) in AIESEC US Compendium into AIESEC Portfolio Internal Policies (APIP) & AIESEC Exchange Program Policies (AEPP) by SNC 2021.
- 127. The Membership Subcommittee, Finance Subcommittee, and Ethics Subcommittee must research and present a draft membership model at SpringCo 2021 and be included in proposed legislation at SNC 2021 NLM. This membership model must include the guidelines listed below and the final membership model at SNC 2021 NLM should be all encompassing, long-lasting, and define what a contributing member of AIESEC US is.
  - a. Research must address the following questions:
    - i. What defines a contributing member?
    - ii. What type of unethical behavior would allow for an LC to be downgraded or disbanded?
    - iii. What behavior would allow for an LC to be put up for automatic, uncontested disbandment?
    - iv. What type of incentives should the membership model include?
    - v. What external resources impact LC's ability to operate? (e.g. university affiliation?)



- b. Must contact and gain insight on Membership Models from other AIESEC entities. Must have conversations with at least 5 entities per AIESEC global region.
- 128. Gabriel Flores and Kaitlyn Yuan will be the Plenary Representatives for the 2021-2022 term.
- 129.A Mandate to Legislation Subcommittee to change any mention of Incoming Global Talent (iGT) in the AIESEC US Compendium into Incoming Global Talent (iGTa) by WNC 2022.
- 130.A Mandate to Legislation Subcommittee to delete any mention of Global Entrepreneur (iGE, oGE, or GE) and Global Citizen (iGC, oGC, or GC) by WNC 2022.
- 131. Mandate MCVP Operations to research and propose branding guidelines by WNC 2022.
- 132. MCVP FIN is mandated to update and review GDPR principles to be legislated at SNC 2022.
- 133.MCVP FIN and FSC are mandated to complete a research to determine the best way forward in closing external bank accounts (not MC or university managed) such as bank accounts, venmo, etc. by SNC 2022.
- 134. To solve the problem of the RoKS Debts, The MC and LCs will split the whole amount of the debts evenly. The LCs will then split their half amongst each other evenly. The debts will automatically transfer to the LC and MC accounts on February 1, 2021, but they will have five years (February 1, 2026) to realize the entirety of the loss but must pay half the debt by February 1, 2024, by emailing the FSC. In the event that an LC disbands, the procedure laid out in Article 3.9.2.8.3. will be followed. Any LC that has realized their debt will not be included in any future RoKS debt plans, immediately. Every FSC will evaluate the timeline for realizing the debts at each WNC. Furthermore, the unrealized debt will not be counted towards any membership model that has debt included as a factor into voting rights.
- 135. Rohit Ramesh and Evan Ouyang will be the Plenary Representatives for the 2022-2023 term.
- 136. The EBs elected for the 22.23 term, previously ending on January 31st, 2023, will end their terms on December 31st, 2022.
- 137. LSC will remove any mention of iGV from the compendium.
- 138. LSC will remove any mention of disbanded LCs from the compendium.
- 139.By WNC 22.23, Any LC that possesses a external bank account or funds independent of the MC Managed accounts or accounts managed through their University must close down their bank account.
- 140. Affiliation fees would be halted until WNC 2023.
- 141.AIESEC Atlanta previously named AIESEC Georgia Tech will hereby change its name back to AIESEC Georgia Tech
- 142. Samantha Ann Maceda will be the Plenary Representative for the 2023 term.
- 143. To have FSC propose a new National Affiliation Fee model for WNC.





# **Appendices**

## Appendix 1: LC Membership Status

<u>Atlanta</u>	Member on Alert
Austin	Member on Alert
Chapel Hill	Member on Alert
<u>Colorado</u>	Member on Alert
Eau Claire	Member on Alert
Georgia (UGA)	General Member
Michigan Michigan	General Member
New York City	Member on Alert
Northwestern	Member on Alert
Ohio Ohio	Member on Alert
San Jose	General Member
Seattle Seattle	General Member
UCLA UCLA	Member on Alert
Washington D.C.	General Member
Yale	Member on Alert



### Appendix 2: Procedure for Recording Minutes

The following are the procedures for recording minutes referred to in the Standing Orders (Section 3.1.5) of the Compendium. These procedures are to be used for the taking of minutes at all NLMs.

#### **GENERAL**

At the top right corner of the first page of each set of minutes, the following information must be stated:

- Minutes of [Name of Meeting Body] (i.e. Plenary Session of National Presidents' Meeting)
- Number of Session
- Date of Session

At the top right corner of continuation sheets, the above information shall be given in abbreviated form (i.e. Name of Meeting Body, Number of Session, Date of Session, and continuation sheet number)

At the top left corner of the first page of each set of minutes, the following information is to be stated:

- Title of Meeting (National Presidents' Meeting, preceded by the appropriate number)
- Location of Meeting x
- Dates of Meeting

Above the beginning of the minutes should be stated:

The names of the Chair and Secretary of the Meeting at the commencement of the Session

#### TIME OF COMMENCEMENT

The time at which the Chair declares the Session open shall be recorded in the first sentence of the minutes.

#### **ROLL CALL**

A list of members present at the commencement of the Session, together with Senior Officials, shall appear at the beginning of the minutes. Members subsequently joining the Session shall be recorded in the minutes.

#### ITEMS OF THE AGENDA

Agenda items, to which discussion relates, shall be clearly indicated by labeling with discussion headings, for example:

• AGENDA ITEM 1: ROLL CALL

#### **MOTIONS**

Numbering:

- All motions shall be clearly numbered.
- In NLMs, motions shall be numbered in consecutive order, from the start of each Session.
- In Plenary Session and at NLMs, motions shall be numbered from the start of the First Session and continue, in consecutive order, until the closing of the Final Session.

Heading- each motion shall be clearly headed as in the following example:

- MOTION 1
- Proposed by: A
- Seconded by: B
- Motion text: That each LC shall inform the trainee of the percentages of taxes he/she has to pay.

#### **AMENDMENTS**

Amendments proposed to motions shall be included in the minutes. They shall be clearly headed as in the following example:

- AMENDMENT TO MOTION 1
- Proposed by: C
- Seconded by: D
- Amendment text: That in the Acceptance Note, each LC will...

#### **PROCEDURAL MOTIONS**

These motions only refer to the conduct of the debate and include any motion referred to in the Standing Orders (Section 3.1.7) of the Compendium, for example:

- MOTION (PROCEDURAL)
- Proposed by: E



- Seconded by: F
- Motion text: That the motion now be put.

Note: In the case of Procedural Motions, the motion is not numbered.

#### NLM PROCEDURAL MOTIONS

These motions deal with the technical handling of the Sessions, and apply to the IC/IPM only. Such motions include: approval of the agenda, approval of minutes, allocation of Working Papers to Agenda Items, formation and composition of subcommittees, election of Chair and Secretaries, speaking rights of prospective members, motions of thanks, for example:

- MOTION (PROCEDURAL)
- Proposed by: G Seconded by: H
- Motion text: That the agenda presented shall be approved.

Note: In the case of IC/IPM Procedural Motions, the motion is not numbered.

#### RECORDING OF VOTING

#### For normal voting:

- In the case of motions carried: VOTING: CARRIED with X for, Y against, and Z abstentions.
- In the case of motions defeated: VOTING: DEFEATED with X for, Y against, and Z abstentions.

#### For roll call voting:

• It is written how each Member voted, followed by the result of the vote written as for normal voting.

#### For voting on amendments:

• To be recorded as per instructions above.

#### Amended Motions:

In the case of resolutions to which an amendment has been proposed in the course of discussion, this shall be clearly indicated by the manner in which the voting is recorded, for example if the amendment was carried:

VOTING on the amended motion: CARRIED...

#### Or if the amendment was not carried:

• VOTING on the amended motion: DEFEATED...

#### **Procedural Motions:**

When a procedural motion is introduced between a regular motion and the voting thereupon, the two votes shall be recorded as the following example:

- MOTION 1
- Proposed by: A
- Seconded by:B
- Motion text: That each LC shall inform...
- MOTION (PROCEDURAL)
- Proposed by: E
- Seconded by: F
- Motion text: That the motion now be put.
- VOTING: CARRIED unanimously
- VOTING: on Motion 1: CARRIED...

#### **CLOSURE OF SESSION**

The time at which the Chair declares the Session closed shall be recorded in the final sentence of the minutes.



## Appendix 3: Random Selection

Random selection is defined as soliciting appropriate parties to indicate interest, whose names shall then be put on pieces of paper of the same size and folded in half only once, then placed into a hat, shaken, and then blindly selected. A witness must also be present.



## Appendix 4: AIESEC Acronyms and Terms used in the Compendium

Al	AIESEC International
AIESEC US	AIESEC United States, Inc.
BD	Business Development
BoD	Board of Directors
Corporation, the	AIESEC United States, Inc.
ЕВ	Executive Board
EOE	Extended Official Expansion
EP	Exchange Participant
ER	External Relations
GIP	Global Internship Program
ICX	Incoming Exchange
IG	Initiative Group
J-1 Program	J-1 Visa Exchange Program
LC	Local Committee
LCP	Local Committee President
MC	Member Committee
МСР	Member Committee President
MCVP	Member Committee Vice President
MoA	Member on Alert
NLM	National Legislative Meeting
NOE	New Official Expansion
NPM	National Presidents' Meeting
NP	National Plenary
NSB	National Support Body
NSF	National Support Fund
NST	National Support Team
NTP	National Trainers Pool



NTT	National Trainers Team
ОСР	Organizing Committee President
OE	Official Expansion
OGX	Outgoing Exchange
PR	Plenary Representatives
RC	Regional Chair
RoKS	Regional Kickoff Seminar
SNC	Summer National Conference
TM	Talent Management
TN	Traineeship Nominee
TtT	Train the Trainer
VLM	Virtual Legislative Meeting
VP	Vice President
WNC	Winter National Conference
APIP	AIESEC Portfolio Internal Policies
AEPP	AIESEC Exchange Program Policies



## Appendix 5: Regional Composition

The regions of AIESEC United States are composed as follows:

Southern Comfort	West Coast	Northeast Beast	Rowdies
Austin	Colorado	New York City	
Atlanta	San Jose	Washington DC	Eau Claire
Chapel Hill	Seattle	Yale	Michigan
Georgia-UGA	UCLA		Northwestern
Miami			Ohio



### Appendix 6: Entity Responsibilities

#### A6.1. Member Committee

- A6.1.1. National management and administration of the Corporation (Section 2.1.3.1)
- A6.1.2. Supporting the mission and activities of the Corporation subject to the direction of the NP (Section 2.1.3.1)
- A6.1.3. Liability for the actions of the LCs (Section 2.1.3.2)
- A6.1.4. Supporting the LCs by providing advice, training, and resources to work toward the goals and objectives set forth by the NP (Section 2.1.3.4)
- A6.1.5. MC-elect transition (Section 2.1.3.5)
- A6.1.6. Liaison between the MC and the BoD (Section 2.1.3.6)
- A6.1.7. Being backup Chair at all NLMs (Section 3.1.1.1)
- A6.1.8. Deciding how the MC's ballot will be cast in the MCP elections (Section 3.2.7.2)
- A6.1.9. Posting applications for MC VP positions by January 15th (Section 3.3.1)
- A6.1.10. Payment of AI Affiliation Fees (Section 4.3.1)
- A6.1.11. Oversight and support for LC Financial Stability where possible (Section 4.4.4)
- A6.1.12. Preparation of LC account statements monthly (Section 4.4.11)
- A6.1.13. Keeping a minimum reserve equal to the combined balance of all the MC-managed LC accounts (Section 4.4.13)
- A6.1.14. Production of a midterm and final annual report with national financial data that will be made available to the NP (Section 4.4.14)
- A6.1.15. Annual review of exchange fees and distribution (Section 4.5.2.3)
- A6.1.16. Production of a Quarterly Report after March, June, September, and December (Section 7.1.1)

#### A6.2. Local Committee

- A6.2.1. Having a representative at each NLM (Section 3.1.2.3)
- A6.2.2. Deciding how its ballot shall be cast in MCP elections (Section 3.2.7.1.1)
- A6.2.3. Fulfillment of membership requirements (Section 3.8.3)
- A6.2.4. LC financial sustainability (Section 4.4.4)
- A6.2.5. Submission of annual budgets for the next calendar year to the MC by December 20th (Section 4.4.5.)
- A6.2.6. Quarterly budget updates (Section 4.4.6)
- A6.2.7. Submission of statements of income and expenditures to the MC within two weeks of the end of each quarter (Section 4.4.7)
- A6.2.8. Maintaining a balance of no less than \$100.00 USD in the MC-managed LC account (Section 4.4.15)

#### A6.3. National Plenary

- A6.3.1. Making decisions regarding issues concerning the general direction and future initiatives of the Corporation (Section 2.3.1)
- A6.3.2. Deciding on changes to the Compendium of the Corporation (Section 2.3.1)
- A6.3.3. Ratification of BoD membership nominations (Section 2.4.5.3)
- A6.3.4. Final interpretation of the provisions of the Compendium, apart from the Standing Orders or cases as explained in Section 3.1.1.2 (Section 3.1.1.3)
- A6.3.5. Mandate of an appropriate selection committee if the default selection committee for MC VP applications is unable to perform their duty or if someone in the selection committee has applied for an MC VP position (Section 3.3.4)
- A6.3.6. Selection of a current MC member to fill in as interim MCP in the case that the MCP is removed from office (Section 3.4.4)
- A6.3.7. Voting to ratify a new interim MCP to act until the next NLM in the case of resignation, incapacitation, or removal of the MCP from his or her role before the MCP term ends that is



selected by the MC VPs and BoD (Section 3.5.1)

A6.3.8. Voting to approve an IG to change status to an Official StartUp (Section 7.2.2)

#### A6.4. Board of Directors

- A6.4.1. Financial and legal liability (Section 2.4.1)
- A6.4.2. Convening three times a year (Section 2.4.2)
- A6.4.3. Arranging for a report to be given to the NP at SNC and WNC on the financial management and health of the organization (Section 2.4.4)
- A6.4.4. Providing a BoA member for the selection committee for MCP if no MCP candidate receives a vote of confidence (Section 3.2.8.1.1)
- A6.4.5. Selection, with the MC VPs, of an interim MCP in the case of the resignation, incapacitation, or removal of the MCP (Section 3.5.1)



### Appendix 7: Membership Criteria

A7.1 SONA Requirements: To qualify as a Full Member, each LC must submit all SONA reports completely and punctually Each Month by the SONA deadline.

A7.1.1 Each LC may miss up to three SONA deadlines per semester (every six months between NLMs). If they surpass this, the LC will be downgraded at the next NLM.

A7.1.2 The Membership Subcommittee will define the specific SONA documents and deadlines.

A7.2 Audit Criteria: To qualify as a Full Member, each LC must submit the Exchange Audit and Finance Audit by the deadline with 100% completion.

#### A7.3 Bank Balance Criteria

A7.3.1 To qualify as a Full Member, an LC must have a non-negative MC-managed bank balance

A7.3.2 To qualify as a Full Member, an LC must complete and fulfill a debt repayment plan if they have a negative MC-managed bank balance.

#### A7.4 Exchange Criteria

A7.4.1 To qualify as a Full Member, an LC must have 2 oGX APDs per semester (every six months between NLMs).

A7.4.2 To qualify as a Full Member, if an LC runs iGTa, they must achieve 1 open per year (every other NLM, starting at every WNC)

A7.4.3 If the LC is able to provide proof from the university to the MSC that they are unable to perform exchange due to university restrictions for the semester, the MSC will waive exchange criteria for that NLM.

#### A7.5 HR Data Reporting

A7.5.1 To qualify as a Full Member, an LC must complete and submit the HR Data reporting tool by the 1st of the month @ 11:59 PM EST

A7.5.1.1 Each LC may miss up to two HR data reporting tool deadlines if submitted within two days past the monthly deadline

#### A7.6 BoA members

A7.6.1 To qualify as a Full Member, an LC must submit proof of at least 3 BoA members through the Finance Audit A7.7 University Affiliation

A7.7.1 To qualify as a Full member, an LC must submit proof of University Affiliation through the Finance Audit A7.8 Conference Attendance

A7.8.1 To qualify as a Full Member, the LCP must attend 100% of all national conferences



## Appendix 8: Outgoing Exchange Pricing Structure

A8.1. Each EP participating in the Outgoing Exchange program through the Corporation shall pay a one time overall fee for each program according to the following chart. Payments must be charged in full upon match once the EP signs their Acceptance Note.

A8.1.1. EP Exchange Fee Breakdown Price

Product vs Duration	Short	Medium	Long
oGV	\$700	-	-
oGTa	\$800	\$1,000	\$1,200
oGTe	\$800	\$1,000	\$1,200

A8.1.1.1 The durations of the oGTa and oGTe Products are listed below (in compliance with global product basics):

Short: 6-12 Weeks Medium: 12-26 Weeks Long: 27-78 Weeks

A8.2. EPs that have realized at least one AIESEC traineeship matched after January 1, 2010 shall pay the fee for subsequent traineeships according to the following chart:

A8.2.1. Repeat EP Exchange Fee Breakdown Price

Product vs Duration	Short	Medium	Long
oGV	\$600	-	-
oGTa	\$700	\$900	\$1,100
oGTe	\$700	\$900	\$1,100

A8.2.1.1. The durations of the oGTa and oGTe Products are listed below (in compliance with global

product basics): Short: 6-12 Weeks Medium: 12-26 Weeks Long: 27-78 Weeks

A8.3. In the case an EP is selected for a GV or GT by a TN taker prior to getting raised on the system and AIESEC US was not involved in recruiting the EP, the participant shall be charged at a rate of a reverse match fee. Each reverse match EP participating in an Outgoing Exchange program through the Corporation shall pay 60% of the original fee according to the following chart.

A8.3.1. EP Exchange Fee Breakdown Price

Product vs Duration	Short	Medium	Long
oGV	\$420	-	-
оСТа	\$480	\$600	\$720
oGTe	\$480	\$600	\$720



A8.3.1.1. The durations of the oGTa and oGTe Products are listed below (in compliance with global

product basics): Short: 6-12 Weeks Medium: 12-26 Weeks Long: 27-78 Weeks

#### A8.4. Refund Policies

Circumstance	Explanation	Total Refund
	If EP's visa application is denied	Next match fee shall be free. The match must happen within 12 months.
		1st option: Free next match. The match must happen within 12 months of the EXPA status being changed back to available.
Visa Issue	If EP's visa application was denied because the sending LC gave incorrect information or failed to provide crucial visa information	2nd option: 100% refund if sending LC involved MCVP OGX in solving the case within 1 week of learning about the EP's problem. MC will responsible for 20% and LC will be responsible for 80% of the refund
		3 <sup>rd</sup> option: if sending LC doesn't involve the MCVP OGX as listed above, 100% refund from the sending LC
Break match from TN side prior to realization	Any reason	1st option: free next match. The match must happen within 12 months of the EXPA status being changed back to available.
		2nd option: 100% of match fee; MC will responsible for 20% and LC will be responsible for 80% of the refund
Break match from EP side	Proven emergency	Free next match. The match must happen within 12 months of the EXPA status being changed back to available
	Any other reasons	Not refundable

A8.4.1. In any other cases, the LC may refund the match fee (or a portion thereof) at their discretion, with 100% of the refund coming from the LC. In the case that a TN is low-quality, the LC refers the EP to the hosting entity to receive compensation. This process can take significantly longer, as a formal complaint must be negotiated through the National Control Board and/or arbitrated by the Internal Control Board.



#### Appendix 9: Incoming Exchange Pricing Structure

#### A9.1. Incoming Global Talent

A9.1.1. Traineeship Duration: Three to six months, seven to twelve months, or thirteen to eighteen months. A9.1.2. iGTa Fee Breakdown:

A9.1.2.1. Administration, Sourcing, and Reception fee: \$3500 USD per trainee for three to six months, \$4500 USD per trainee for seven to twelve months \$5500 USD per trainee for thirteen to eighteen months

A9.1.2.2. Pre-Matched Opportunities Discount: \$2370 USD per trainee for three to six months \$3370 USD per trainee for seven to twelve months \$4370 USD per trainee for thirteen to eighteen months

A9.1.2.3. Invoiced upon shipment of the J-1 visa application, and refundable as per the contract signed by the iGTa taker.

A9.1.2.4. Extension Fee = \$500 plus the difference between the normal Administration, Sourcing, and reception fee for the new total duration, and the original invoice fee, invoiced upon receipt of extension paperwork by the MC, and refundable as per the contract signed by the iGTa taker.

#### A9.1.3. Total Profit:

Administration Fee + Sourcing and Reception Fee - [SEVIS Fee (\$220 USD) + Health Insurance (\$330 USD for three to six months, \$660 USD for seven to twelve months, \$990 USD for thirteen-eighteen months) + J-1 Visa Paperwork shipping cost] Extension Fee - Applicable Health Insurance

- A9.2. Profit Sharing: All profit is deposited into the LCs' MC-managed account, with LC funds subject to the Affiliation Fee to the MC as outlined in 4.2
- A9.3. LCs cannot deviate from this pricing structure without expressed permission from the MC responsible for LC sales.
- A9.4. Incoming Exchange Pricing Review: for every 5 years, this pricing must be re-evaluated and voted on increasing prices to account for inflation.



## Appendix 10: Procedure for Voting

#### A10.1. Voting Members

- A10.1.1. Each voting member shall be able to cast a ballot with up to (number of candidates) unique preference choices.
- A10.1.2. The MCP shall also place a tiebreaker ballot into a sealed envelope marked for the purpose, which shall be cast into the box along with the other ballots, but shall not be opened unless needed in the tiebreaker procedure.

#### A10.2. Ballot Paper

A10.2.1. All candidates are listed in alphabetical order by surname with boxes beside each name.

#### A10.3. Voting Procedure

- A10.3.1. Each voter has 4 options for voting:
  - A10.3.1.1. Number all candidates in order of preference
  - A10.3.1.2. Number some candidates in order of preference; place an "N" beside those candidates that the voter definitely does not want for the position
  - A10.3.1.3. Place an "N" beside all candidates if the voter has no confidence in any candidate
  - A10.3.1.4. Write the word "ABSTAIN" across the top of the ballot if the voter wishes to abstain from voting and does not care who is elected

#### A10.3.2. Explanation of each option:

A10.3.2.1. If a voter feels all candidates are capable of fulfilling the job, they must rank the candidates (starting from "1" for most preferred candidate) in order of preference (ending with the last number of candidates' running).

A10.3.2.1.1. All boxes must be numbered.

- A10.3.2.2. If the voter feels that some candidates are not capable of fulfilling the job, the voter should place "N" beside those candidates' boxes. This is counted as a vote of no-confidence in those candidates.
  - A10.3.2.2.1. All other candidates that the voter feels can fulfill the job are ranked in order of preference starting from "1" and ending at that number of candidates who do not have an "N" beside their name.
  - A10.3.2.2.2. If the voter has no confidence in any candidate, then an "N" should be placed in all candidates' boxes.
- A10.3.2.3. If the voter does not have an opinion on the candidates, or does not care if those candidates are elected or not, or does not want to take part in the election, the voter may abstain by writing the word "ABSTAIN" across the top of the ballot.
  - A10.3.2.3.1. This is to be highly discouraged.
  - A10.3.2.3.2. If boxes are numbered and the word "ABSTAIN" is written across the top of the ballot, then the vote will be counted as an abstention.
  - A10.3.2.3.3. Abstentions reduce the total pool of votes, and thus reduce the figure for the simple majority needed to reach a result.

#### A10.4 Incorrectly filled out ballot papers

- A10.4.1. A ballot must be properly completed with no blanks or extraneous markings, and signed by the chair; otherwise it is counted as an abstention.
- A10.4.2. Any ballot that is marked with a number that is greater than the number of candidates on the ballot paper shall be counted as an abstention.
- A10.4.3. Any ballot paper that numbers some candidates boxes and leaves other candidates boxes blank shall be counted as an abstention.
- A10.4.4. Any ballot paper that does not number all or some of the candidates' boxes in consecutive number order or designate an "N" for no confidence shall be counted as an abstention.



A10.4.5. Any ballot paper that has numbered 2 boxes with the same number shall be counted as an abstention.

### A10.5. Counting the votes

- A10.5.1. Before votes are counted, cards bearing the name of each candidate, "abstention", and "no-confidence" shall be laid out on a table.
- A10.5.2. The vote counters look at each ballot's number 1 preference and place the ballot paper in the according pile, or in the "abstention" or "no-confidence" pile.
- A10.5.3. If a candidate receives more than half of the total number of non-abstention votes that candidate is the winner.
- A10.5.4. If there is no result, the candidate with the least amount of number 1 votes is eliminated, and those ballots' number 2 preferences are distributed to the remaining candidates.
- A10.5.5. Continue this process until a candidate receives more than half of the votes.
- A10.5.6. If the "no-confidence" result receives more votes than the final remaining candidate, then there is no result and elections shall be reopened.

#### A10.6. Tie Breaking Procedures

- A10.6.1. If at any stage of the counting, two or more candidates have an equal number of votes and one has to be eliminated, the vote counters shall arrange all votes (excluding abstentions) in piles under each candidate by placing the ballot papers in piles according to which candidate is the least preferred on each ballot paper.
- A10.6.2. The candidate who receives the most number of least preferred votes is eliminated.
- A10.6.3. The MCP casting vote shall be kept separately from the other ballot papers, and may be used only when the voting is at the stage where there is a deadlock, between the last candidate and the "no-confidence" vote, or to break a tie between two candidates who must be eliminated.

#### A10.7. Announcing the result

- A10.7.1. If no-result is achieved, then the chair should declare this without calling the candidates to the plenary room.
- A10.7.2. The Chair shall show the vote distribution for all candidates for each round of the counting.
- A10.7.3. Therefore, the Chair must record on a ballot paper the result at the end of each round of counting.
- A10.7.4. The Chair shall not declare if the MCP casting vote was used.
- A10.7.5. Instead, the Chair shall announce the winning candidate as having one vote more than the tied number of votes, and the losing candidate as having one vote less than the tied number of votes. A10.7.5.1. For example, if the result is a 25 to 25 tie, the MCP vote will be used to break the tie. A10.7.5.2. The Chair will announce the result as 26 to 24.



# Appendix 11: Local Committee Fines

- A11.1. Should an LC fail to adhere to the membership criteria in Appendix 7.1 prior to the release of the Membership Subcommittee report they shall pay the following fines:
  - \$50.00 USD for each late item
  - \$50.00 USD for each incomplete item
- A11.2. Should an LC fail to adhere to the membership criteria in Appendix 7.1 two weeks after the release of the Membership Subcommittee report they shall pay the following fines:
  - \$50.00 USD for each item not fixed
- A11.3. LCs in violation of the External Relations Principles shall be fined according to Appendix 12.
- A11.4. Should an LC fail to submit proof of hosting OPS, they shall pay a fine matching the exchange fee paid upon approval as defined in terms A81.1. If an EP refuses to submit proof of attendance at OPS to the LC, the LC will not be fined by the MC.
- A11.5. Should an LC fail to submit proof of all requested documents for the OGX Audit, they shall pay the following fine:
  - \$50.00 USD for each EP without complete documentation
- A11.6. Should an LC fail to submit proof of hosting incoming preparation, they shall pay the following fine: \$50.00 USD. If an EP refuses to submit proof of attendance at incoming preparation to the LC, the LC will not be fined by the MC.
- A11.7. Should an LC fail to submit proof of all requested documents for the ICX Audit, they shall pay the following fine: \$50.00 USD for each EP without complete documentation.
- A11.8. Should an LC fail to submit proof of hosting RIS, they shall pay a fine of 50% of the revenue that the LC receives from the exchange product. If an EP is unable to attend RIS, proof of EP denial of RIS and/or proof of inability to communicate with the EP, the LC will not be fined by the MC.



# Appendix 12: External Relations Principles

#### A12.1. Purpose of the National ER Principles

A12.1.1. The aim of this document is to establish a framework to enable the overall growth of partnerships across the AIESEC in The United States network, whether that be between AIESEC in The United States Member Committee and Local Committees, or among Local Committees themselves. It outlines principles related to enabling a collaboration framework between entities, market access definition, communication processes, partnership classification, product standardization, pricing standardisation, revenue share and responsibility share of parties engaged with NEP and NEAP products.

# A12.2. Managing Disputes in the National ER Principles

A12.2.1. In the event that the ER principles are breached, the concerned parties should attempt to resolve the dispute between themselves. If no agreement is found, a case can be submitted to the Finance Subcommittee (aside any members involved in the disputing LCs). If the Finance Subcommittee can not make a decision within ten working days, the MCP will have the final discretion.

## A12.3. Market Access and Communication Process between entities

A12.3.1. Market Access Definition

- A12.3.1.1. Market access between entities, be it among Local Committee s themselves or between AIESEC in The United States and Local Committee s, shall be defined through the use of Focus Lists. The National Focus List refers to the list of organizations AIESEC in The United States has the intention of focusing on during the term. The Local Focus List refers to the list of organizations a Local Committee partners with and/or has the potential of down-scaling during the term. They are both defined in more detail in the points 3.2.4 and 3.3.1 below.
- A12.3.1.2. These Focus Lists will ensure transparency, alignment and collaboration among all parties, as well as professionalism when approaching the external market.
- A12.3.1.3. All parties are expected to consult the National and Local Focus Lists before approaching any organization.

#### A12.3.2. Local Committee Responsibilities

- A12.3.2.1. Each Local Committee will ensure that their Local Committees are not prospecting an organization listed in the National Focus List without permission from the Member Committee Vice President responsible for new sales from AIESEC in The United States.
- A12.3.2.2. Each Local Committee will also ensure that they will notify another Local Committee if their Local Entities are prospecting an organization listed in said other Local Committee's focus list
- A12.3.2.3. Local Committees should update their Local Focus List each Quarter.
- A12.3.2.4. Local Focus List
  - A12.3.2.4.1. Local Committees must provide their Local Focus List to AIESEC in The United States by the end of each WNC and SNC every year.
  - A12.3.2.4.2. The Local Focus List is created by each Local Committee and should be updated quarterly throughout the term.
  - A12.3.2.4.3. It comprises every Local Committee's current Local Partners, as well as, their top 10 leads.
  - A12.3.2.4.4. In order to submit an organization as a top 10 lead, the following criteria must be met:
    - A12.3.2.4.4.1. The Local Committee has a direct contact inside the organization, and
    - A12.3.2.4.4.2. Either the organization has an interest in purchasing NEP or



#### NEAP at a National scale,

A12.3.2.4.4.3. Or the Local Committee identifies potential for this organization to become a National Partner and grow on a national scale.

#### A12.3.2.5. Local Conference List

- A12.3.2.5.1. Local Committees wanting AIESEC in The United States to sell, on their behalf, Plenary Spaces for their Local Conferences, must submit to the MC member AIESEC in The United States responsible for new sales (most likely the MCVP Partnership Development), their list of conferences for the term.
- A12.3.2.5.2. The Local Conference List must include conference dates, location, aim of the conference, delegate capacity and profile of target delegates. The Local Conference List must be submitted to AIESEC in The United States by the end of Summer National Conference (SNC) every year.
- A12.3.2.5.3. Local Committees that do not submit an Local Conference List, are expressing that they do not wish to open their Plenary Spaces to National Partners.

## A12.3.3. AIESEC in The United States Responsibilities

- A12.3.3.1. AIESEC in The United States is responsible for collecting Local Focus Lists and storing them on a platform accessible and editable by all Local Committees. This is in order to enable all Local Committees and AIESEC in The United States to consult the National and Local Focus Lists before engaging in sales processes.
- A12.3.3.2. AIESEC in The United States should also remind Local Committees to update their Local Focus lists each quarter and AIESEC in The United States should update the National Focus List each Quarter.

## A12.3.3.3. The National Focus List

- A12.3.3.3.1. AIESEC in The United States must circulate each year the National Focus List to the network 30 days after the end of International Congress.
- A12.3.3.3.2. The National Focus List is created by AIESEC in The United States and should be updated quarterly throughout the term.
- A12.3.3.3.3. It comprises the top 240 organizations AIESEC in The United States has the intention of focusing on during the term, whether it be through new sales, up-scaling Local Partners and/or expanding existing National Partners. The National Focus List should also include all current National Partners, even though AIESEC in The United States may not choose to focus on expanding them during that term.

# A12.3.3.4. The National Portfolio

- A12.3.3.4.1. AIESEC in The United States must circulate each year to the network the National Portfolio, including the AIESEC in The United States NE/NEA Products and prices of the term.
- A12.3.3.4.2. This should be circulated at the latest 30 days after the end of the annual International Congress.

## A12.3.4. Communication Processes

- A12.3.4.1. The following processes outline the standard behaviors and action steps that should be adopted by the parties depending on the scenario.
- A12.3.4.2. Engaging with an organization listed in the National Focus List:
- A12.3.4.3. Any Local Committee wanting to work with, or contacted by, an organization listed in the National Focus List, must:
  - A12.3.4.3.1. Before initiating any contact with the organization, receive written approval from the AIESEC in The United States account manager, stating that this Local Committee has the authorization to engage with this organization.



- A12.3.4.3.2. The AIESEC in The United States account manager must respond within seven working days of receiving the Local Committee's request.
- A12.3.4.3.3. If the AIESEC in The United States account manager responds that the Local Committee should not approach the organization, they must provide explanations as to why not. In the case where the Local Committee was contacted by the organization; the Local Committee must refer AIESEC in The United States to the organization so that AIESEC in The United States can take up the conversation from then onwards.
- A12.3.4.3.4. If the AIESEC in The United States account manager gives approval for the Local Committee to engage with the organization, AIESEC in The United States and the Local Committee must define together whether they will approach the organization jointly using the Co-Sales, Up-Scale or National Sales process or whether the Local Committee will approach the organization on their own via typical Local Committee sales.
- A12.3.4.3.5. If the AIESEC in The United States account manager does not respond within seven working days, the Local Committee can proceed with contacting the organization.
- A12.3.4.4. Engaging with an organization listed in an Local Focus List
  - A12.3.4.4.1. Between Local Committees
  - A12.3.4.4.2. Any Local Committee wanting to work with, or contacted by, an organization listed in another Local Committee's Local Focus List, must:
    - A12.3.4.4.2.1. Before initiating any contact with the organization, inform the Local Committee(s) that have listed the organization in their Local Focus List, of who the Local Committee intends to interact with within the organization and of what the current situation is.
    - A12.3.4.4.2.2. The Local Committee and Local Committee(s) that have listed the organization in their Local Focus List are encouraged to share their experience with the organization and keep each other updated with the progress of the partnership in their respective entities.
  - A12.3.4.4.3. Between AIESEC in The United States and a Local Committee
  - A12.3.4.4.4. When AIESEC in The United States wants to work with, or is contacted by, an organization listed in a Local Focus List, that is not a National Partner, and whose key contact is based in a geographic territory typically managed by a Local Committee. AIESEC in The United States must:
    - A12.3.4.4.1. Before initiating any contact with the organization, inform the Local Committee(s) that have listed the organization in their Local Focus List, of whom AIESEC in The United States intends to interact within the organization and of what the current situation is.
    - A12.3.4.4.4.2. Invite the Local Committee who typically manages that geographic territory to join AIESEC in The United States in the co-sales or up-scale process.
    - A12.3.4.4.4.3. AIESEC in The United States does not need to wait for a response from the Local Committee to proceed, however AIESEC in The United States cannot sign a contract in a Local Committee's territory without informing them of the intention to do so and with which partner via email, responded to, or not.
    - A12.3.4.4.4.4. If the Local Committee does not reply within seven working days regarding joining in the co-sale or up-scale process, then AIESEC in The United States shall consider that the Local Committee has chosen



to allow AIESEC in The United States to proceed with the organization on their own.

# A12.4. Defining Products & Partnerships

- A12.4.1. National Sales Definition
  - A12.4.1.1. National Sales is the process in which an AIESEC in The United States employee signs a contract for NEP or NEAP.
    - A12.4.1.1.1 Not all contracts signed through National Sales are National Partners. Only partners who meet the criteria defined in section A12.4.2.1 (below) are National Partners, regardless of who signed the contract.
    - A12.4.1.1.2. Revenue sharing for National Sales
      - A12.4.1.1.2.1. All revenue aside from delivery costs (estimated at 10% of profit) shall be awarded to the MC.
      - A12.4.1.1.2.2. In the event that the LC re-raises the account, revenue will be distributed as normal.
      - A12.4.1.1.2.3. If the MC is requested or required to reraise the account, the revenue will again be awarded to the MC.
      - A12.4.1.1.2.4. These exchange numbers will be awarded to the delivering Local Committee and will not count against affiliation fees.

#### A12.4.2. National Partner Definition

- A12.4.2.1. National Partners are all organizations that sign a contract with AIESEC in The United States to:
  - A12.4.2.1.1. Take NEP in three (3) or more Local Committee's Territories or
  - A12.4.2.1.2. Take NEP in a quantity that surpasses 50% of the NEP delivered by the delivering Local Committee in the past 12 months or
  - A12.4.2.1.3. Purchase NEAP for \$2,000 or more.
- A12.4.2.2. An organization will be recognised as a National Partner for as long as the contract with AIESEC in The United States lasts.
- A12.4.2.3. In the case that the National Partner is defined by section 4.2.1.2 above, and not 4.2.1.1 or A12.4.2.1.3, the partner will only remain a National Partner until the LC is comfortable with taking on the account (as indicated in by the LC, in writing, via National Partner MoU or otherwise) or for 12 months, whichever comes sooner.
- A12.4.2.4. In the case that the National Partner, as defined by section 4.2.1.2 above, becomes a National Partner as defined by section 4.2.1.1 before 12 months has passed or the LC has agreed to fully manage the account, the partner will remain a National Partner.
- A12.4.2.5. National Partner Services
  - A12.4.2.5.1. National Partners will be overseen by the MC via an MoU signed by all entities involved. Exact terms to be agreed on by all involved parties.
  - A12.4.2.5.2. For NEP products that are JTNs and a result of National Sales the revenue distribution post SEVIS and Insurance will be as follows:

National Sales Fee	50%
Sourcing Fee	25%
Account Management Fee	10%
Value Delivery Fee	15%

The revenue will be split based on which entity is responsible for each part of the fee.



### A12.4.2.6. Cross-Entities Partnerships

A12.4.2.6.1. If a National Partner requires special arrangements or services in one Local Committee's territory, or across multiple Local Committees' territories, then a Memorandum of Understanding (MoU) will be signed between AIESEC in The United States and the Local Committee(s) in question, to agree on:

A12.4.2.6.2. the duration of the agreement,

A12.4.2.6.3. delivery minimums,

A12.4.2.6.4. responsibilities and revenue share, payment duties 4.2.6.5. any other matters necessary to respond to the National Partner's requests.

#### A12.4.3. Local Partner Definition

A12.4.3.1. Local Partners are all organizations that sign a contract with AIESEC in The United States to:

A12.4.3.1.1. Take NEP in two (2) or less Local Committee's Territories or A12.4.3.1.2. Purchase NEAP for less than \$2,000.

A12.4.3.2. An organization will be recognised as an Local Partner for as long as the contract with the Local Committee lasts.

A12.4.3.3. A Local Partner can become a National Partner through the Up-Scaling process detailed later in this document.

A12.4.3.4. If a Partnership is created across more than one Local Committee, without the involvement of AIESEC in The United States, then a Memorandum of Understanding (MoU) will be signed by the Local Committee(s) in question, to agree on:

A12.4.3.5. the duration of the agreement,

A12.4.3.6. delivery minimums, A12.4.3.7. responsibilities and revenue share,

A12.4.3.8. payment duties

A12.4.3.9. any other matters necessary to respond to the Partner's requests.

A12.4.4. Differentiating Products

A12.4.5. The purpose of having Products

A12.4.5.1. Products represent the services delivered by Entities (both AIESEC in The United States and Local Committees) to National and Local Partners in order to achieve AIESEC's vision by driving exchange and raising funds for activities that increase AIESEC's impact at the National and Local level.

A12.4.5.2. Products are the basis around which partnerships between AIESEC and external organizations are established.

### A12.4.6. Product Definition

A12.4.6.1. Products are categorised into programmes and include, but are not limited to those listed below:

A12.4.6.2. National Exchange Product (NEP) – These products directly relate to AIESEC's iCX products - Global Talent, Global Volunteer and Global Entrepreneurs

A12.4.6.3. National Exchange Amplifier Products (NEAPs) – These are products that increase the appeal, exposure and value of AIESEC's NEPs - including Employer Branding.

A12.4.6.4. Such exposure can be achieved during, but is not limited to, Plenary Spaces in conferences. A12.4.6.5. Entities interested in selling National Exchange Amplifier Products other than the Plenary Spaces products with AIESEC in The United States or a Local Committee are welcome to approach the concerned party to negotiate which activities will be sold, at which prices and how revenue will be split.

#### A12.4.7. Product Delivery Standards

A12.4.7.1. For NEP products

A12.4.7.2. All entities involved in the delivery of NEP products should fulfill the responsibilities and standards outlined in the National Compendium\_Exhibit X\_Exchange\_Programme



# Policies (XPP)

#### A12.4.7.3. For NEAP

- A12.4.7.4. Plenary Space: NEAPs are not limited to the delivery of the Plenary Space product, however, all entities involved in the sales and delivery of the Plenary Spaces Product should fulfill the requirements outlined below:
  - A12.4.7.4.1. Allocate a maximum of 30 minutes for the duration of a Plenary Space.
  - A12.4.7.4.2. Ensure the Plenary Space will be delivered to 100% of the Delegates attending the conference or event.
  - A12.4.7.4.3. Guide & support the partner with the creation of the content and review the final version before the Plenary Space is delivered to ensure alignment between the partner and the Local Committee who is hosting the conference.
  - A12.4.7.4.4. Create a Partner Engagement Plan that provides the partner with an experience greater than the simple delivery of the Plenary Space and that ensures they will truly engage with the AIESEC network during the conference or event.
  - A12.4.7.4.5. An agenda detailing the Partner's experience during the conference or event should be sent to the partner at least seven (7) days before the start of the conference or event.
  - A12.4.7.4.6. Provide the right information to the partner minimum one (1) month before about the venue, the number of delegates and their profiles, the agenda and the wished content.
  - A12.4.7.4.7. Collect feedback about the space delivered by the partner from all delegates and communicate the output of the feedback to the partner.
  - A12.4.7.4.8. Create a report for the partner showcasing the outcome of their participation in the conference or event.
  - A12.4.7.4.9. \*Delivery standards for NEAP that are not defined in this document will be defined between the entities involved by using an MoU. Delivery Responsibilities For NEP Products - National Sales/Local Partners. The table below outlines the list of internal responsibilities that must be fulfilled by each entity as part of the delivery of NEP products. Open In Progress Approved Realized Completed MC Define JD JQ (S&S 11) HCA ToA Notify LC Approve GIS form - Approve and process visa documents (S&S 1) Provide insurance (S&S 9) Invoice Collection - Keep contact details LC Promotion Expa Management (fill out GIS form) DS7002 (S&S 8) Shortlisting Buddy assignment Collect and submit visa documents Expa Management (approve opportunity and reject other applicants) S&S 10 - set up accommodation RE on Expa S&S Arrival pickup (S&S 2) Take to first day of work (S&S 7) S&S 15 Submit PVF(JTN) Social Security (JTN) Bank Account/Sim Card Support Departure Preparation (S&S 3) Quarterly Check-ins Reraise meeting NPS For NEP Products - Local Sales/Local Partners The table below outlines the list of internal responsibilities that must be fulfilled by each entity as part of the delivery of NEP products. Open In Progress Approved Realized Completed MC Approve GIS form MC signs ToA -Approve and process visa documents (S&S 1) Provide insurance (S&S 9) - - LC Define JD JQ (S&S 11) HCA ToA Promotion Expa Management (fill out GIS form) DS7002 (S&S 8) Shortlisting Buddy assignment Collect and submit visa documents Expa Management (approve opportunity and reject other applicants) S&S 10 - set up accommodation Invoice Collection RE on Expa S&S Arrival pickup (S&S 2) Take to first day of work (S&S 7) S&S 15 Submit PVF (JTN) Social Security (JTN) Bank Account/Sim Card Support Departure



Preparation (S&S 3) Quarterly Check-ins Reraise meeting Keep contact details NPS \*Responsibility to deliver a NEP product when two or more Local Committees are involved, will be agreed on between the Local Committee s involved. They will need to sign an MoU (Memorandum of understanding) defining the responsibility and revenue share and payment duties. For NEP Products - National Sales/National Partners The table below outlines the list of internal responsibilities that must be fulfilled by each entity as part of the delivery of NEP products. Open In Progress Approved Realized Completed MC Define JD JQ (S&S 11) HCA ToA Notify LC Approve GIS form Create MoU Send to involved LCs MC in communication with partner and LC Approve and process visa documents (S&S 1) Provide insurance (S&S 9) Invoice Collection Quarterly Check-ins Keep contact details NPS LC Promotion Expa Management (fill out GIS form) DS7002 (S&S 8) Sign MoU Shortlisting Buddy assignment Collect and submit visa documents Expa Management (approve opportunity and reject other applicants) S&S 10 - set up accommodation RE on Expa S&S Arrival pickup (S&S 2) Take to first day of work (S&S 7) S&S 15 Submit PVF (JTN) Social Security (JTN) Bank Account/Sim Card Support Departure Preparation (S&S 3) Quarterly Check-ins Reraise meeting - 1. Visa and work permit (HOST) 2. Arrival pickup (HOST) 3. Departure support (HOST) 4. Job description (HOST) 5. Duration (HOST) 6. Working Hours (HOST) 7. First day of work (HOST) 8. Ind. respon. & goals (HOST 9. Insurance (HOME) 10. accommodation (HOST) 11. Basic living costs (HOST) 12. AIESEC Purpose (HOME) 13. Expectation setting (HOME) 14. Preparation (HOME) 15. Leadership development spaces (HOST) 16. Leadership development spaces (HOME) 16.1.1. \*Please refer to the responsibilities and standards outlined in the National Compendium\_Exhibit X\_ Exchange\_Programme Policies (XPP) 16.1.2. For NEAPs 16.1.3. For the Plenary Space product: 17. A Local Committee is responsible for ensuring the entire delivery of all NEAP that are sold by AIESEC in The United States but are being held in the LC's Local Conference. 18. AIESEC in The United States is responsible for ensuring the entire delivery of all NEAP that have regional and National scope across any Local Committee(s)' territory. 19. For other NEAP 20. Delivery responsibility share for NEAP that are not defined in this document will be defined between the entities involved. 21. Prices 22. The pricing of NEPs and NEAPs defined and managed by AIESEC in The United States on behalf of the National plenary 23. All the products mentioned in this document will be managed under National prices that are defined in point number XX. 24. Revenues Sharing Model 1. GEP: GV 2. Prices for GEP: GV products not defined in this document will be defined between the entities involved who are responsible for negotiating which activities will be sold, prices and how revenue will be split. 3. 4.2.5.5 GEPa 4. Revenues Sharing Model.

 $A12.5.\,Revenues\,will\,be\,shared\,according\,to\,the\,National\,ER\,Principles\,Sales\,Model\,used.$ 

# A12.6. National ER Principles Sales Models

A12.6.1. Co-Selling Model

A12.6.1.1. Definition

A12.6.1.2. Co-sales take place in the case where AIESEC in The United States and a Local Committee identify a joint prospect, present in the territory of the said Local Committee, and choose to attend meetings together (virtually or physically), in order to explore the possibility of establishing a partnership between the prospect and AIESEC by selling NEPs and/or NEAPs.



## A12.6.1.3. Sales Process

- A12.6.1.3.1. AIESEC in The United States plans on making a visit to the Local Committee's market to drive NEP or NEAP sales,
- A12.6.1.3.2. Or the Local Committee identifies a prospect which they think has potential to become a National Partner.
- A12.6.1.3.3. AIESEC in The United States must notify the Local Committee in question of the dates of the visit and share with them the list of prospects they have the intention of approaching during the visit,
- A12.6.1.3.4. Or the Local Committee must contact AIESEC in The United States and ask them whether or not they can approach this prospect.
- A12.6.1.3.5. AIESEC in The United States and the Local Committee must ask each other and agree on whether they have interest in co-selling to the partners in question.
- A12.6.1.3.6. AIESEC in The United States and the Local Committee must define who will approach the prospect based on who has the warmest lead.
- A12.6.1.3.7. AIESEC in The United States and the Local Committee will work together to define and co-create the strategy to approach the prospect, as well as, design together the presentation delivered during the co-sales meeting.

# A12.6.1.4. Revenue Sharing Model

- A12.6.1.4.1. In the case where the outcome of the Co-sales process results in an Local Partnership; the Local Committee is then responsible for the entire delivery process (as listed above in section XXX). No revenue sharing should occur aside from regular royalty fees, as defined in XXX
- A12.6.1.4.2. In the case where the outcome of the Co-sales process results in a National Partnership, where the partner does not take NEP or NEAP in the said Local Committee's territory, then AIESEC in The United States is responsible for ensuring the entire delivery process of the products sold is plausible in the relevant Local Committee's territory. No revenue share between AIESEC in The United States and the Local Committee shall occur.
- A12.6.1.4.3. In the case where the outcome of the Co-sales process results in a National Partnership, where the partner takes NEP or NEAP in the said Local Committee's territory, then the following processes and revenue shares shall be applied:

### A12.6.1.4.4. For NEPs:

A12.6.1.4.4.1. The usual revenue share for the delivery of the NEP products shall be applied as outlined in Point 4.2.5.2 of this document.

## A12.6.1.4.5. For NEAPs:

- A12.6.1.4.5.1. Revenue share will depend on who generated the lead, booked the meeting and who is delivering the product.
  - A12.6.1.4.5.1.1. The entity delivering the product will receive 90% of the revenue.
  - A12.6.1.4.5.1.2. The entity who generated the lead and booked the meeting will receive 10% of the revenue.

# A12.6.1.5. Up-Scaling partnerships

# A12.6.2. Definition

- A12.6.3. Up-scaling partnerships happens when a Local Committee X decides to expand a Local Partner of Local Committee Y, to their territory, and is the third Local Committee to partner with this company, thus making the partner a National Partner.
- A12.6.4. Up-scaling a Local Partner to become a National Partner does not cancel the existing Local



Partnership. The partnership must still be maintained by all Local Committees involved, with the oversight of the MC as defined by the Memorandum of Understanding signed by all relevant parties (MoU).

A12.6.5. Sales Process

- A12.6.6. The Local Committee will approach AIESEC in The United States to inform them of their interest in up-scaling a current partnership from Local Partner to National Partner OR AIESEC in The United States will approach the Local Committee(s) with a suggestion to up-scale one of their Local Partners to become a National Partner.
- A12.6.7. The Local Committee(s) will work with AIESEC in The United States to define and co-create a proposal to be presented to the Local Committee's Partner
- A12.6.8. The Local Committee(s) will introduce AIESEC in The United States in order to schedule a virtual or physical meeting with the company where the National portfolio will be introduced.
- A12.6.9. The Local Committee(s) and AIESEC in The United States will go together, either physically or virtually, to the up-scaling meeting, where new opportunities will be presented to the partner and both parties will be responsible for follow-up.

A12.6.10. Cross-Selling Model

A12.6.10.1. Definition

- A12.6.10.2. Cross-selling takes place when Local Committee X, capitalizing on its network, sells or provides a referral (as defined below) that results in a partnership of NEPs or NEAPs for Local Committee Y.
- A12.6.10.3. Cross-sales can take place with either a new or existing partner of the Local Committee.

A12.6.10.3.1. \*Referral Definition: a referral is only worthy if the following criteria is provided by the Local Committee X:

A12.6.10.3.1.1. Name of a key contact

A12.6.10.3.1.2. Role of this contact

A12.6.10.3.1.3. Email of this contact

A12.6.10.3.1.4. Official introduction via a recommendation letter, internal email introduction or meeting invitation.

A12.6.10.4. Sales Process

A12.6.10.4.1. For NEPs

A12.6.10.4.2. Scenario A

A12.6.10.4.2.1. Definition

A12.6.10.4.2.2. LC X provides a referral or an introduction and is not involved in the sales process.

A12.6.10.4.2.2.1. LC Y will follow up on the referral and/or introduction, and be responsible for the delivery of the products sold.

A12.6.10.4.2.3. Revenue Sharing Model

A12.6.10.4.2.4. LC Y will receive revenue as usual, as well as make friends with a fellow Local Committee who may, out of the goodness of their hearts, return the referral/introduction favor at some time in the near future.

A12.6.10.4.3. Scenario B

A12.6.10.4.3.1. Definition

A12.6.10.4.3.2. LC X provides a referral or an introduction and is involved in the sales process.

A12.6.10.4.3.2.1. LC X and Y will both be responsible for follow up on the referral and/or introduction. LC Y will be responsible for the delivery of the products sold.



A12.6.10.4.3.3. Revenue Sharing Model

A12.6.10.4.3.4. LC Y will receive revenue as usual, as well as make friends with a fellow Local Committee who may, out of the goodness of their hearts, return the referral/introduction favor at some time in the near future.

A12.6.10.4.3.5. LC X and Y may, if they deem it to be appropriate, choose to create a predefined agreement for revenue share between the two LCs

A12.6.10.4.3.6. The MC will account for affiliation fees as usual.

A12.6.10.4.3.7. The exchange numbers should be attributed to the LC who realized the account.

#### A12.6.10.4.4. For NEAPs:

A12.6.10.4.4.1. Revenue share will depend on who generated the lead, booked the meeting and who is delivering the product.

A12.6.10.4.4.1.1. The entity delivering the product will receive 90% of the revenue.

A12.6.10.4.4.1.2. The entity who generated the lead and booked the meeting will receive 10% of the 7. Glossary 1. Cross-Selling: Cross-selling means that a Local Committee X, capitalizing on its network, is helping the Local Committee Y to have a partnership with an organisation. It can be a current reliable partner of the Local X or a totally new partner (5.5.1) 2. Co-Selling: Co-sales take place in the case where AIESEC in The United States and a Local Committee identify a joint prospect, present in the territory of the said Local Committee, and choose to attend meetings together (virtually or physically), in order to explore the possibility of establishing a partnership between the prospect and AIESEC by selling GEPs and/or NEAPs. (5.1.1) 3. Local Conference List: The Local Conference List refers to the list of conferences of the term of the Local Committee. (3.2.2) 4. Entity's Partner: Are recognized as Local Partners all those organisations that sign a contract with a Local Committee to acquire entity's NEP or GEPA products. 5. Local Focus List: The Local Focus List refers to the list of organisations a Local Committee has the intention of focusing on during the term. (3.2.1) 6. Focus List: The Focus List is the National list and the Local Focus List. 7. National Entrepreneurs (GE): This is one of the sub product of the National Internship Programme. 8. National Exchanges Partnership (GEP): They are the AIESEC's National Internship Programme (including the National Entrepreneurs product) and National Community Development Programme. (4.2.2) 9. National Exchanges Partnership Amplifiers (GEPA): These are the products that increase the appeal, exposure and value of AIESEC's NEP products and include partner Brand Positioning exposure. For example: Plenary Space in Conference (4.2.2) 10. National Focus List: The National Focus List refers to the list of organisations AIESEC in The United States has the intention of focusing on during the



term. (3.3.1) 11. National Portfolio: The National Portfolio refers to the list of the NEP and NEAP of AIESEC in The United States for their term (3.3.2) 12. International President Meeting (IPM): Legislation meeting gathering all of the MCPs each year. 13. Local Entities: A Local Entity is the equivalent of a Local Committee . 14. Local Committee s : A Local Committee s is the equivalent of a Member Committee. 15. Plenary Space: This is a sub product of the National Exchanges Programme Amplifiers. (4.2.3.2) 16. Premium Partner: Organisations who sign a contract with the AIESEC in The United States office acquiring National or entity's NEP or GEPA products(4.1.1) 17. Revenue Sharing: Amount of money shared between two Entities involved in the delivering process 18. Sales Commission: Amount of money shared between two Entities involved in the sales 19. process 20. Tiers: Categorization of the Local Committees. (4.2.5.6) 21. Up-Scaling: Up-scaling partnerships happens when a Local Committee decides to sell to a current Local Partner with AIESEC in The United States the opportunity to become a Premium Partner (PP) taking any of the National products (5.2.1).



# Appendix 13: AIESEC Exchange Program Policies

The AIESEC Portfolio Internal Policies (APIP) & AIESEC Exchange Program Policies (AEPP) are the regulations and standards regarding all exchange procedures set by AIESEC International and the Global Plenary. These standards must be adhered to by all entities of AIESEC and violations of the APIP & AEPP that cannot be solved internally may be reported to the Internal Control Board (ICB).

The most recent APIP & AEPP in full and all ICB procedures can both be found in the ICB on the Education Resource Hub: https://aiesecushub.org/ecb-about/

All AIESEC US LCPs, VP OPs, and VPs FIN must take a certification of APIP and AEPP policies within 1 month of the start of their EB term and all members should receive APIP and AEPP education at least once a semester.



# Appendix 14: National Affiliation Fee Breakdown

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Strategic Fund	Investments in strategies and digital marketing for LCs	\$15,000.00
Coaching Visits	Providing LC coaching visits	\$7,000.00
Digital Ecosystem	To invest and improve in technology	\$12,000.00
Total		\$34,000.00

1/3 of Total Fee = Weighted Average of Year 1 & 2 (LC Revenue/Total Revenue) * 1/3 of Total Fee
1/3 of Total Fee = (LC Bank Balance/Total LC Bank Balance) x 1/3 of Total Fee
1/3 of Total Fee = Weighted Average of Years 1, 2, & 3 (LC APD/Total LC APD) x 1/3 of Total Fee
LCs in Debt's Balances are set to \$0
StartUps Revenue is set to \$0
LCs Revenue is set from the year they were upgraded from StartUp
Year 1 = 2021
Year 2 = 2020
Year 3 = 2019

<sup>\*</sup>The fees to the right are projections based on LC data as of 7/27/2018

Full Members	60%
General Members/MoA	60%
StartUps	60%



Ceiling N/A



# Appendix 15: Finance

	Item	Total Fee		Reference
	oGV Fee	\$5	\$550	
	oGV Repeat Fee	\$4:	Appendix 8	
	oGTa (Short) Fee	\$80	Appendix 8	
	oGTa (Short) Repeat Fee	\$70	\$700	
	oGTa (Medium) Fee	\$1,0	000	Appendix 8
	oGTa (Medium) Repeat Fee	\$90	00	Appendix 8
	oGTa (Long) Fee	\$1,2	200	Appendix 8
	oGTa (Long) Repeat Fee	\$1,100		Appendix 8
	oGTe (Short) Fee	\$800		Appendix 8
	oGTe (Short) Repeat Fee	\$700		Appendix 8
	oGTe (Medium) Fee	\$1,000 \$900 \$1,200 \$1,100 60% Normal Fee \$3,500 \$2,370 \$4,500 \$3,370		Appendix 8
	oGTe (Medium) Repeat Fee			Appendix 8
	oGTe (Long) Fee			Appendix 8
	oGTe (Long) Repeat Fee			Appendix 8
	oGV & oGT(a)(e) Reverse Fee			Appendix 8
	iGTa (3-6 Months) Fee			Appendix
	iGTa (3-6 Months) Pre-Match Fee			Appendix 9
	iGTa (7-12 Months) Fee			Appendix 9
	iGTa (7-12 Months) Pre-Match Fee			Appendix 9
	iGTa (13-18 Months) Fee \$5,500		500	Appendix 9
	iGTa (13-18 Months) Pre-Match Fee \$		370	Appendix 9
Revenues	Extension Fee	\$50	\$500	
	Item	Percentage	Amount	Reference
	Conference losses - host LC	50.00%		6.3.9.3
	Conferences losses - LCs in region	50.00%		6.3.9.3
	Fine - iGT raises without J-1 Certification	5.00%	\$50.00	Appendix 1



	Membership criteria fines - incomplete item		\$50.00	Appendix 11
	Membership criteria fines - item not fixed		\$50.00	Appendix 11
	Membership criteria fines - late item		\$50.00	Appendix 11
	Item	Amount		Reference
	Credit payment fee	\$50.00		5.2.5.1
Comp	Late invoice fee	\$50.00		5.2.5.3



# Appendix 16: International MCP Candidate Visa Eligibility Criteria

Any visa must be obtainable before May following the election, any visa that is not will automatically be considered ineligible.

- B-1: (not eligible) The B1 is a temporary business visitor visa that is not generally granted for a year and not work-authorized
- F: (eligible/conditional) The F visa is a student visa which has two cases, work after undergraduate studies (OPT) and concurrent work with a master's studies (CPT)
- OPT: (eligible) this would give the applicant one additional year to stay and work, and can be extended an additional 17 months if it can be shown that the first year of work was STEM related
- CPT: (conditional) applicant must provide transcript from previous study including Grade Point Average, two (2) letters of recommendation, a letter from the graduate program stating that the applicant need not attend class during work hours, proof that exams do not interfere with AIESEC operations or conferences, all application materials for the graduate program, and verifiable likelihood of acceptance to the graduate program. AUS will not cover any costs associated with graduate studies of the applicant.
- H-1B: (conditional) The H1B is a work visa that has two scenarios, capped and cap-exempt.
- Capped: Applications are due 1st of April and are given out based on a lottery system within a month (by May). The odds are generally around 50-50. The capped H-1B would be eligible if it were secured the year before the election (which is unrealistic but possible.) The applicant would need to demonstrate a clear plan and evidence that their application is likely to be successful, as well as a letter from an immigration lawyer proving their viability and odds of success (as the odds change from year to year). However, given the risk it poses to the organization should the applicant's visa application fail there is a low chance this visa will be considered eligible by the Board.
- Cap-Exempt: this visa is given to persons employed by institutions of higher education and related non-profit entities.

  However, USCIS strictly interprets the H-1B cap-exempt situations and is likely to view the AIESEC-university relationship as too tenuous and that it is not normal, primary, or essential to universities purposes in educating students.
- J-1: (ineligible) The J-1 visa is an intern visa that will not work for MCP because it requires the holder to be an intern or trainee, not CEO.
- L-1: (eligible) The L-1A nonimmigrant classification enables a U.S. employer to transfer an executive or manager from one of its affiliated foreign offices to one of its offices in the United States. There is no timeline for application, but the applicant would have to work for another AIESEC branch in another entity. The applicant would need to provide a letter from an immigration lawyer to prove their eligibility.
- O-1: (eligible) The O-1 visa is for individuals with extraordinary ability or achievement. It is very unlikely that an applicant will be able to secure this visa but in the case that they are able it would be deemed eligible.
- Other: Any other visa would require an ad-hoc ruling by the board. The Plenary Representatives are responsible for working with the board to write up the criteria for that visa type and legislating it into the above criteria.



# Appendix 17: Digital Branding and Marketing Principles

The following regulations are to be imposed per compliance with standard franchise model marketing principles.

A17.1. Social Media Principles

- A17.1.1. Local committees may not create, promote, or manage local, externally facing social media accounts without the permission of AIESEC US. External-facing social media accounts must comply with the bi-monthly (every 2 months) marketing audit by MCD or MCVP of Marketing to maintain access to an external page and they must be named after the LC. Local committees may not have external facing accounts that use the AIESEC name in their handle/username or other accounts that have not been previously agreed upon between the Local Committee and the MCVP responsible at the time. However AIESEC in XYZ may be used as display name.
- A17.1.2 All local level event pages through Facebook must be officially hosted under the AIESEC United States Fan Page including but not limited to YouthSpeak Forums and exchange promotion events, effective Jan 1st 2017.
- A17.1.3 Local Committees will have until October 31st, 2023 to comply with A17.1.1. after which the MC will start implementing sanctions.
- A17.1.4 All local level accounts must use content previously provided by the MC or otherwise only approved and audited content by the MCD or MCVP Marketing.
- A17.1.4.1 LC has ability to adjust the given content within the most updated version of the Blue Book A17.2. Branding Principles
  - A17.2.1. All local committees must adhere to the global branding guidelines outlined in the AIESEC Blue Book which is made available to all members online.
  - A17.2.2 The AIESEC brand shall not be associated with any illegal activity including underage drinking, illegal substance use, or illegal activity and must not be in photographs, videos, or other audiovisual material with the previously listed items.
  - A17.2.3 The AIESEC brand shall not be associated with violence or any sexual conduct, profanity, objects, or innuendos.
  - A17.2.4 Any use of the AIESEC logo on any external material will require the piece to adhere to the global branding guidelines
  - A17.2.5. All branding guidelines must be met for all print and digital content.
  - A17.2.6. Edits to the National Branding guidelines for AIESEC in the United States can be made by only the current MCVP responsible for marketing.

#### A17 3. Adherence Policy

- A17.3.1 The AIESEC Blue Book will be used for reference in case of a branding violation.
- A17.3.2. Should any of the following restrictions be knowingly violated, the local level responsible for the violation will be subject to fines set by the MCVP responsible for marketing.
- A17.3.3 Extreme cases of brand violation in which the brand is irrefutably harmed may lead to a loss of association with the corporation upon the decision of the executive committee of the Board of Directors, and the participating Local Entity may be fined up to \$100.



# Appendix 18: Funding Group Allocations

# LCs with a negative balance:

LCs with a negative balance in their accounts will be required to have at least one mandatory coaching visit per term. The full cost of these coaching visits will be covered by the MC (Management Committee)

# LCs with a positive balance exceeding \$5,000 dollars (Five Thousand Dollars):

LCs with a positive account balance exceeding five thousand dollars will be responsible for 50% of the cost allocation pertaining to MC travel expenses and MC accommodation during coaching visits. If the LC offers free accommodation to the MC, they will be required to cover 50% of the food costs incurred during the visit.

# LCs with a balance between \$3,000 dollars (Three Thousand Dollars) and \$5,000 dollars (Five Thousand Dollars):

LCs with an account balance ranging from three thousand to five thousand dollars will be required to cover 50% of the travel costs associated with coaching visits.

# LCs with a balance below \$2,000 dollars (Two Thousand Dollars):

LCs with an account balance below two thousand dollars will be responsible for 50% of the food costs during coaching visits.

\*Travel and accommodation expenses will be a decision of the MCVP F&L and of LCVP F&L when the situation requires.

\*\*This model aims to ensure fair and equitable cost allocation based on the financial situation of each LC. It also incentivizes financial responsibility and prudent management of funds within the organization.