

Exchange Participant Contract

Global Talent Program GIP

This contract is executed between **AIESEC in <Local Committee>** and the **<Exchange Participant>** defined below:

Exchange Participant (EP)s Name: _____

Exchange Type : _____

LCVP OGX Name : _____

Contact Details of the Exchange Participant

Permanent Address : _____

Father's Name : _____

Mother's Name : _____

Phone Nos. : _____

Email : _____

Passport Number : _____

Date : _____

Both the parties should keep an executed copy of this contract with signatures of both, the candidate and the AIESEC representative. Any changes in the terms and conditions of this contract pursuant to execution of this contract need to be drawn up on a new contract and be duly executed by the parties.



There is no better
Opportunity!

1.1 Statement of Understanding

AIESEC's various exchange activities are run to have an impact on the exchange participants, the AIESEC members involved in making them happen, the organization taking the trainee, the communities the trainee is coming from and going to and through all this, the society. As such, all people who are involved in the exchange process are important in achieving the intended result.

The aim of an internship shall be to provide the EP with following:

- A positive learning experience.
- Practical skills in a foreign environment to complement his/her education.
- Interaction with social issues in the host community and/or country and/or territory.
- Interaction with a new social and cultural environment in the host country.
- Preparation for future management responsibilities.
- Opportunity to apply skills, attitudes and values at work and in the community.
- Awareness and knowledge of social issues and different practices in the host country.

The internship shall not provide the following:

- An opportunity where the sole purpose is earning money.
- A holiday.
- A permanent career placement or recruitment opportunity in another country. Additionally, AIESEC will have no role/obligation/responsibility/involvement in case, the organization decides to employ the trainee on a permanent basis in the host country and/or territory.
- An opportunity for any person to permanently leave their home country and/or territory.
- AIESEC does not encourage/ nor would facilitate the extension of internships beyond agreed period.

1.3 Cost Structure of AIESEC – Global Talent

1. After the EP clears the Online Eligibility Test and passes the Review Board, he/she is selected by AIESEC to apply for the Youth Global Talent Program (GIP), he/she would have to make a payment of INR - 6,000 (for the Global Teaching Professional Program) and INR - 8,000 (for all other programs) by way of cash/cheque/demand draft.. This amount is charged as cost for providing access to AIESEC's database i.e. internship opportunities in selected countries. Subject to the provisions of this agreement, any refund from the said payment shall be in accordance with the refund policies of AIESEC, as amended from time to time.
2. On selection of EP for an internship by an organization based on the geographical, linguistic and other preferences, the EP shall pay the administration amount as per the table below.

Only after the payment of this instalment will AIESEC start processing the EP's application for VISA. All Visa charges shall be solely borne by the EP. AIESEC shall only assist the EP with necessary documents required to apply for VISA and advice on Visa process. AIESEC does not guarantee the procurement of VISA nor take any responsibility for the visa charges and the same shall be borne entirely by the EP.

• Fees for Marketing, Management, IT and engineering

Installment	Paid at the time of:	Amount:	Duration of internship:	Total Cost
1	Registration	Rs.8,000/-	-	-
2	Selection for the internship.	Rs.4,000/-	2-3 months	Rs.12,000/-
		Rs.8,000/-	3-6 months	Rs.16,000/-
		Rs.10,000/-	6-12 months	Rs.18,000/-
		Rs.12,000/-	>12 months	Rs.20,000/-

• Fees for Education and Teaching internships.

Instalment	Paid at the time of:	Amount:	Total Cost
1	Registration	Rs.6000/-	-
2	Selection for the internship	Rs.6000/-	Rs.12000/-

- The air ticket expenses shall be solely borne by the EP. AIESEC shall not be responsible for any expenses incurred by the EP towards air tickets or any liability thereof.

1.4 Duration of EP Contract

- This contract is valid for six months from the date of signing of this contract (“**Term**”). The EP shall find an internship within the Term of this contract. AIESEC shall have a right to terminate this contract forthwith in case the EP violates any rules, regulations of AIESEC and/or any applicable laws in India.
- If the EP is not able to find an internship successfully within the Term then his/her association/participation/involvement with AIESEC may be renewed, at the sole discretion of AIESEC, for another period of six months provided the EP is in compliance with all the rules and regulations set out by AIESEC.
- The term of this contract shall not under any circumstance be more than twelve months (including renewal if any) after which this contract shall automatically stand terminated.

1.5 AIESEC's Responsibilities

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1. Assist EP in signing up on www.internships.aiesec.org and obtaining his/her own username and password.
 2. Assist EP in filling up surveys and other forms to obtain his/her own EP ID on www.internships.aiesec.org
 3. Induct the EP into the AIESEC network to educate them about AIESEC and its activities.
 4. Advice and assist EP in finding an internship in the international projects being run in the countries which are a part of the global entrepreneurs program.
 5. Advice and assist EP in acquiring the required documentation and legal papers required to go for internship after getting selected for one.
 6. Advice and prepare EP for logistical, cultural, personal and professional front before EP leaves for the country of his/her AIESEC internship.
 7. Maintain virtual communication with the EP throughout the duration of the internship.
 8. Provide guidance to the EP before the internship in relation to the expectation, and evaluation/measurement during and after the internship.

9. In the event of a natural disaster or political instability in the host country and the EP has not commenced his internship, AIESEC will endeavour to find other suitable options for the EP based upon EP's preference. However, AIESEC does not guarantee any internship under such circumstances and shall not be held responsible in any manner whatsoever.
10. In the event of a natural disaster or political instability in the host country and the EP is in the host country during such a problem, AIESEC will provide required assistance to the EP. AIESEC shall not be required to refund any monies to EP in such circumstances. AIESEC may provide new option/s to the EP upon payment of necessary cost by the EP.

1.6 Exchange Participant's Obligations/Responsibilities

1. EP shall obtain the username and password for www.internships.aiesec.org
2. Duly file all the forms, conduct surveys and take all necessary actions in order to get an appropriate EP ID on www.internships.aiesec.org
3. Provide the true copy of all original documents required as proof of academic background and working experience mentioned on the EP's resume.
4. Take active role in obtaining a suitable Internship during the validity of this contract with the help of AIESEC member.
5. EP is mandatorily required to attend all activities, seminars, workshops, conferences and other programs scheduled by AIESEC for his/her training. In case of EP's failure to attend the said scheduled activity, AIESEC shall not be liable in any manner whatsoever including but not limited to his/her preparation or the internship experience
6. Abide by the expectations, rules and communication standards set by AIESEC during the term of this contract (including any renewal period)..
7. Timely acquire the necessary legal documents required to apply for Visa after getting selected for Internship as per the Start Date of Internship.
8. Take necessary action and incur expenses related to obtaining/ procuring the VISA and air ticket and other expenses in relation to the internship.
9. Communication is the key to timely delivery of services by AIESEC. It is imperative for the candidate to maintain clear channels of communication with the AIESEC responsible and respond to all sorts of communication within 48 hours. The channel of communication can be through e-mail, phone or personal meetings, as desired by the EP.
10. Abide by all the laws of the host country. The EP shall solely be responsible for its conduct during and after the term of his internship.
11. EP shall not engage or attempt to engage in any immoral activities and/or any substance abuse/alcohol. AIESEC shall not be responsible and liable for any such conduct of the EP and any consequences arising thereof.
12. EP shall not misuse AIESEC's database and shall not permit or provide access to any third party to AIESEC's database.

13. Prepare for and attend on time all interviews as scheduled between EP and host AIESEC chapter. In the event the EP cannot attend, communicate with LC at least 48 hours before interview.

1.7 Termination/Expulsion from Program

1. This contract shall stand terminated with immediate effect, solely at discretion of AIESEC, on the occurrence of any of the following events:
 - a) EP is found using AIESEC as a platform for migrating to another country.
 - b) EP deliberately violates the rules, communication standards and expectations set at the time of contract signing or during the contract.
 - c) The documents provided by the EP as proof of academic backgrounds and working experience are found to be forged.
 - d) EP uses or attempts to use the AIESEC as a platform for any illegal or unethical purpose.
 - e) The EP fails to undergo the programs and/or training organized by AIESEC.
 - f) The EP's conduct is suspicious or his conduct is not in accordance with AIESEC code of conduct which would bring disrepute to AIESEC in any manner whatsoever.
 - g) The EP is found guilty of any drug abuse and/or alcohol or is guilty of instigating any such activity.
 - h) EP rejects the internship on the basis of geographical preferences, which is contrary to the preferences provided and discussed at the time of setting the expectation and contract signing. The EP will be eligible for the refund of monies as per AIESEC's refund policies.
 - i) In the event the EP backs out after an acceptance note has been sent to the organization confirming the internship.
 - j) If EP is not present for an interview scheduled by the host AIESEC entity and does not inform the home LC 48 hours prior to scheduled interview time, AIESEC is not responsible to find and schedule an alternate interview time.

1.8 Consequences of Termination

1. The EP shall not be entitled to any refund of fees paid, if any.
2. The EP shall be denied the access to database of AIESEC forthwith from the date of termination.
3. AIESEC may, at its sole discretion, deny any future enrolment of the EP in AIESEC in India as well as abroad.
4. The EP shall not be entitled to any future enrolments with AIESEC in India and/or worldwide.

1.9 Refund Policies

No refund Situations:

AIESEC is not liable to refund any fees in the following situations:

a) If the EP is provided with TN ids and chooses to not accept them or chooses to not appear for any interviews, resulting in no matches. Or if the EP is not able to pass any interview resulting in a match. Or if the EP does not communicate or respond to any of the LC's communication in a timely manner. AIESEC shall not be responsible for the same and would not refund the Raise Fee.

b) If the EP chooses to withdraw from the program at any time due to personal, family or other reasons.

c) The Break-Match is valid when it is due to reasons not under the control of AIESEC or the EP:

1) when the destination country is currently at war, undergoing terrorism movements, natural calamity, large scale serious epidemic or other severe social disturbance that may affect the life of the EP;

2) when rejection of VISA application is caused by the embassy and not due to any delay at AIESEC's end. In this instance, the EP can communicate with AIESEC to find another TN, and apply for a 6-month extension to their EP id.

In the above cases, AIESEC will provide the EP with new opportunities. *However, no refund is applicable in these situations.*

d) The Break-Realization is valid when it is due to reasons not under the control of AIESEC or the EP, when war, terrorism movements, natural calamity, large scale serious epidemic or other severe social disturbance take place in the destination city/country. AIESEC shall not be responsible, but will help the EP to coordinate with the hosting Local Committee to set up new arrangements and ensure the security of the EP.

If any major and serious emergency occurs, the EP can decide to finish the internship and return to home country upon the agreement of the host organization and AIESEC, however, no refund will be made.

Refund is applicable in the following situations:

1) When AIESEC is not able to offer the EP with internship opportunity offers **before** 6 weeks of **preferred realization date**, the EP can claim for the refund of the raising fee.

2) When there is a delay in completing Visa formalities because of delayed execution of documents from AIESEC's end, the EP can choose to take another opportunity or ask for a refund.

1.10 Notices:

Each notice, demand or other communication given or made under this contract shall be deemed to have been given;

- (a) 7 (seven) business days after posting if transmitted by registered post (including airmail), with acknowledgment due, or by postage prepaid;
- (b) the date of receipt, if delivered personally or by courier service; or
- (c) the date of transmission with confirmed answer back, if transmitted by facsimile transmission, whichever shall first occur.

All routine correspondence may be carried on by email, letters, facsimile transmission or telephones, however all notices and operative correspondence shall be served by Registered Post, Acknowledgement Due, though an advance copy may be sent by fax, and shall be served at the address mentioned herein above.

1.11 Entire Contract:

This contract constitutes this entire contract between the Parties and supersedes all prior contracts and understandings, whether written or oral, relating to the subject matter of this contract.

1.12 Amendment:

This contract may be amended or modified only by a written instrument executed by both the Company and AIESEC.

1.13 Governing Law.

This contract shall be construed, interpreted and enforced in accordance with the laws of India.

1.14 Successors and Assigns:

This contract shall be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business.

1.15 Miscellaneous

In the event that any provision of this contract shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Both Parties should keep an original copy with official stamps and signatures of both the company/organization and AIESEC. This contract may be amended if both Parties sign the amendments made after signing the contract or the Parties may execute a new contract should be completed and signed.

Declaration

I, _____, hereby confirm that I understand the above stated terms and conditions of Exchange Participant Contract. I wish to apply for **Global Talent Program** and accept these conditions unconditionally and in full honesty and agree to abide by the same throughout the period of this contract.

Along with the signing of this contract, I am paying sum of **INR** _____/- as the first installment of the Administration Fee. I agree to pay the remaining amount of INR _____/- (Non-Refundable) as the second installment (immediately upon selection for my internship)

*Only in case where the EP does not get VISA due to insufficient documentation from AIESEC's end, will the amount of **INR 1000/-** be refunded.

I would want my internship duration to be of minimum _____ months and maximum _____ months.

My preferred starting date (earliest) is _____. My preferred regions are (select top 3):

1. Western Europe and North America
2. Central Eastern Europe
3. Africa
4. Middle East and North America
5. Asia Pacific
6. Ibero America

I am aware that aforesaid preference of region may not be available and I am flexible in applying to other regions of the world.

I also understand that AIESEC in _____ is the final decision making authority and the breach of any of these conditions would lead termination of this contract. .

Date: _____

AIESEC Representative: _____

EP Name and Signature

Signature: _____

Wishing you an amazing AIESEC experience!
