Annex 11: ER Principles

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1. ER Principles

1.1. Introduction

- 1.1.1. This document aims to enable AIESEC International, the Regional Office, and the entities that want to participate in negotiations or multilateral agreements between AIESEC and like-minded organizations to conduct those relations successfully, enhancing AIESEC's reputation nationally, regionally, and internationally.
- 1.1.2. The ER Principles are not intended to address every possible situation an entity may encounter. Still, they will serve as an essential guideline for maintaining common standard procedures to conduct agreements with external figures.

1.2. Global Sales Structure

- 1.2.1. Entities are not allowed to breach their market or engage in any unfair practices that provide advantages over other entities.
 - 1.2.1.1. Violating the Policy one time will result in a Written Warning including next steps if applicable.
 - 1.2.1.2. Not implementing the next steps within a month of the Written Warning, or violating the policy two times within three months after the initial date of violation will result in the entity not being allowed to open Opportunities for 2 weeks.
 - 1.2.1.3. Not implementing the next steps within 3 months of the Written Warning or Violating the Policy three or more times within three months after the initial date of violation will result in a 2 weeks Freezing of all Operations.
- 1.2.2. According to the nature/scope of the agreement, the different figures discussed below shall be considered the types of partnerships allowed to be executed within AIESEC.
- 1.2.3. Business Development Partnership
 - 1.2.3.1. A legal form of business operation between an AIESEC's legal entity and a legal or natural person who, according to their internal objectives, resources, and experience, voluntarily decide to sign a bilateral agreement through a physical contract with definitions and delimitations regarding the nature of the agreement, duration, duties, obligations of parties involved, capital contributed by each, and manner of conducting.
- 1.2.4. Business Development Partnership Criteria
 - 1.2.4.1. Shall be all organizations that recognize the existence of AIESEC as an association and have decided to establish a formal relation by signing a written contract to acquire any ELD, BD, and/or EwA products.

1.2.4.2. AIESEC Recognizes different types of partnerships. Each one shall count with a set of characteristics to be recognized as an entity, regional, or global partnership.

Type of Partnership	Global Partnership	Regional Partnership	Entity Partnership
Contract Signed by	AIESEC International and the organization's global HQ.	Any AIESEC Regional Office (contract signed by AI) and the organization's regional HQ.	Any Entity and an organization's national office.
Partnership Location or Delivery	At least two regions coverage or any product from the global product portfolio.	At least three entities from the same region covered or any product from the regional product portfolio.	Signed with only one entity, including any product from the entity product portfolio.

- 1.2.5. Business Development Partnership with AIESEC International
 - 1.2.5.1. Are recognized as AI Partners, all the legal or natural persons representing the global office or headquarters of an organization that signs a contract with AIESEC International to acquire any ELD, EwA, and/or BD product from the global portfolio. AIESEC International partners can also acquire any ELD, EwA, and/or BD product from a Regional Office or Member Entities portfolio.
 - 1.2.5.2. A legal or natural person will be recognized as an AI Partner for as long as the contract with AIESEC International lasts.
 - 1.2.5.3. A Memorandum of Understanding (MoU) must be signed between AIESEC International and the Regional Office and/or Member Entities if involved in delivering an AI partnership to agree on:
 - 1.2.5.3.1. The duration of the agreement,
 - 1.2.5.3.2. Delivery minimums,
 - 1.2.5.3.3. Responsibilities and revenue share,
 - 1.2.5.3.4. Payment duties,
 - 1.2.5.3.5. Any other matters necessary to respond to the Global Partner's requests.
- 1.2.6. Business Development Partnership with AIESEC International Regional Office
 - 1.2.6.1. Are recognized as Al_Regional Office Partners, all the legal or natural persons representing the regional office or headquarters of an organization that signs a contract with AIESEC International_Regional Office to acquire any ELD, EwA, and/or BD product from the regional product portfolio. Al_Regional Office partners can also acquire ELD, EwA, and/or BD products from the global or Member Entities portfolio.
 - 1.2.6.2. A legal or natural person will be recognized as an Al_Regional Office Partner for as long as the contract with AIESEC International_Regional Office lasts.

- 1.2.6.3. A Memorandum of Understanding (MoU) must be signed between AIESEC International_Regional Office and the Member Entities if involved in delivering an AIESEC International_Regional Office partnership to agree on:
 - 1.2.6.3.1. The duration of the agreement
 - 1.2.6.3.2. Delivery minimums,
 - 1.2.6.3.3. Responsibilities and revenue share,
 - 1.2.6.3.4. Payment duties,
 - 1.2.6.3.5. Any other matters necessary to respond to the Regional Partner's requests.
- 1.2.7. Business Development Partnership with Member Entities
 - 1.2.7.1. Are recognized as Entity Partners, all the legal or natural persons representing the national office of an organization that signs a contract with any AIESEC Member Entity to acquire any ELD, EwA, and/or BD product from the entity product portfolio. Member Entity partners can also acquire any ELD, EwA, and/or BD product from the global or regional portfolio.
 - 1.2.7.2. A legal or natural person will be recognized as a National Partner for as long as the contract with the AIESEC Member Entity lasts.
 - 1.2.7.3. A Memorandum of Understanding (MoU) must be signed between the Member Entity and AIESEC International or AIESEC International_Regional Office involved in delivering a Member Entity partnership to agree on:
 - 1.2.7.3.1. The duration of the agreement
 - 1.2.7.3.2. Delivery minimums,
 - 1.2.7.3.3. Responsibilities and revenue share,
 - 1.2.7.3.4. Payment duties,
 - 1.2.7.3.5. Any other matters necessary to respond to the Regional Partner's requests.
- 1.2.8. Global Coordinator Definition
 - 1.2.8.1. The AIESEC Global Coordinator will support the global partner's Talent Acquisition team as a Talent Acquisition trainee and will serve as the bridge between AIESEC and the company by managing all the aspects of the Global Partnership between the partner and AI.
 - 1.2.8.2. The Global Coordinator's area of responsibility includes, but is not limited to:
 - 1.2.8.2.1. Be the main contact between the global partner and AIESEC International,
 - 1.2.8.2.2. Communicate to AIESEC International anything related to the partnership or anything that could affect the partnership,
 - 1.2.8.2.3. Meet with the AIESEC International Account Manager at least once a month,

- 1.2.8.2.4. Define communication routine with the AIESEC International Account Manager 1.2.8.2.5. Commit to reply in no more than 5 business days, 1.2.8.2.6. Coordinate potential partnership expansions, 1.2.8.2.7. Support the delivery of the AIESEC partnership responsibilities during global, regional, or national conferences, 1.2.8.2.8. Ensure alignment between the AIESEC host entity and the global partner regarding the selection process for GEP opportunities, 1.2.8.2.9. Support in the definition and organization of other employer branding activities,
- 1.2.8.2.10. Develop the Global Talent Program,
- 1.2.8.2.11. Support during recruitment activities such as talent attraction, shortlisting, and interviews,
- 1.2.8.2.12. Set up targeted KPIs to actively monitor and manage the success of the partnership's initiatives
- 1.2.8.2.13. Collaborate with Marketing and communication departments to improve engagement on social media,
- 1.2.8.2.14. Support during the onboarding process of GEP EPs, and
- 1.2.8.2.15. Promote the global partner's work culture to AIESEC Member Entities and strengthen the global partner's brand in our global network.

1.2.9. Regional Coordinator Definition

- 1.2.9.1. The AIESEC Regional Coordinator will support the global partner's Talent Acquisition team as a Talent Acquisition trainee and will serve as the bridge between AIESEC and the company by managing all the aspects of the Regional Partnership between the global partner and AIESEC International_Regional Office.
- 1.2.9.2. The Regional Coordinator's area of responsibility includes, but is not limited to:
 - 1.2.9.2.1. Be the main point of contact between the global partner and AIESEC International.
 - 1.2.9.2.2. Communicate to the Regional Office anything related to the partnership or anything that could affect the partnership,
 - 1.2.9.2.3. Meet with the Regional Office Account Manager at least once a month,
 - 1.2.9.2.4. Agree on fast communication channels with the Regional Office Account Manager
 - 1.2.9.2.5. Coordinate potential partnership expansions,
 - 1.2.9.2.6. Support the delivery of the AIESEC partnership responsibilities during global, regional, or national conferences,

- 1.2.9.2.7. Ensure alignment between the AIESEC host entity and the global partner regarding the selection process for GEP opportunities,
- 1.2.9.2.8. Support in the definition and organization of other employer branding activities,
- 1.2.9.2.9. Develop the Global Talent Program,
- 1.2.9.2.10. Support during recruitment activities such as talent attraction, shortlisting, and interviews,
- 1.2.9.2.11. Set up targeted KPIs to actively monitor and manage the success of the partnership's initiatives
- 1.2.9.2.12. Collaborate with Marketing and communication departments to improve engagement on social media,
- 1.2.9.2.13. Support during the onboarding process of GEP EPs, and
- 1.2.9.2.14. Promote the global partner's work culture to AIESEC Member Entities and strengthen the global partner's brand in our global network.

1.3. Global Product Portfolio

- 1.3.1. Global Exchange Products
 - 1.3.1.1. Global Exchange Products (GEPs) is the definition used with external stakeholders to name the Experiential Leadership Development (ELD) products of AIESEC.
 - 1.3.1.2. AIESEC's current Global Exchange Product products are
 - 1.3.1.2.1. Global Talent (GTa),
 - 1.3.1.2.2. Global Teacher (GTe), and
 - 1.3.1.2.3. Global Volunteer (GV).
 - 1.3.1.3. GEPs can be taken by any Global, Regional, or Entity Partner.
- 1.3.2. Global Amplifier Products
 - 1.3.2.1. The Global Amplifier products (GAPs) is the definition used with external stakeholders to name any Engage with AIESEC (EwA) or Business Development (BD) product not related to exchange products.
 - 1.3.2.2. The Global Amplifier products (GAPs) are products that increase the appeal, exposure, and value of AIESEC. They often include partner brand positioning and can be taken by any Global, Regional, or Entity partner.
 - 1.3.2.3. The Global Amplifier products (GAPs) include, but are not limited to:
 - 1.3.2.3.1. Partner's attendance at AIESEC conferences,
 - 1.3.2.3.2. Partner's attendance at AIESEC external events.
 - 1.3.2.3.3. Digital campaigns,
 - 1.3.2.3.4. Digital engagements, and
 - 1.3.2.3.5. CSR initiatives.

1.3.3. GEPs Delivery Definitions

- 1.3.3.1. Global Promotion: These include, but are not limited to, access to the global AIESEC exchange platform (www.partners.aiesec.org or www.experience.aiesec.org), a promotion space within the AIESEC exchange platform, and extra promotion activities defined by AIESEC International.
- 1.3.3.2. Key Account Management: Shall refer to the Account Management services delivered by AIESEC. These include but are not limited to constant communication with the partnership manager, account delivery, project management, invoicing, reporting, and auditing of the partnership.
- 1.3.3.3. Talent Shortlisting and Selection: Shall refer to the process of identifying the candidates that meet the criteria laid out in the job description defined by the opportunity taker. The process follows a methodology to collect information about an applicant of a specific opportunity posted in the AIESEC Exchange platform, followed by an interview or an assessment to determine if the individual should be selected for the opportunity. The selection process should now violate any law.
- 1.3.3.4. Exchange Delivery: Shall refer to the services provided by a Member and/or Local Entity to deliver the GEP Exchange Standards and ensure the satisfaction of an exchange experience.
- 1.3.3.5. Sub-Account Management: Shall refer to the services provided by a Member and/or Local Entity to manage a GEP Global Partner when needed.

1.3.4. GEPs Co-Delivery

- 1.3.4.1. GEPs Co-delivery Model and Responsibilities
 - 1.3.4.1.1. The table below outlines the different models of services provided to the partner as part of the delivery of GEPs.The responsibilities of each party involved in the delivery are:

Delivery Model	Global Promotion and Key Account Management	Talent Shortlisting and Selection	Exchange Delivery and Sub-Account Management
Model A	Al	Al or Global Coordinator	Member Entity
Model B	AI_Regional Office	Al_Regional Office or Regional Coordinator	Member Entity
Model C	Al	Al_Regional Office and/or Member Entity	Member Entity
Model D	AI	Al and/or Al_Regional Office, and/or Member Entity	Member Entity

1.3.4.1.2. The decision of using Model A, B, C, or D will depend on either the wishes of the partner and/or on the agreement made between AIESEC International/AIESEC

- International_Regional Office and the Member Entity/ies involved.
- 1.3.4.1.3. Revenues will be shared according to the responsibilities of each party involved. The revenue-sharing model used is mentioned in clause 10.3.4.2.2 GEP Pricing tiers.
- 1.3.4.1.4. No Global Coordinator can open GEP opportunities unless the hosting Member Entity is aware. AIESEC International and the hosting Member Entity must have a signed MoU that states the details of the delivery.
- 1.3.4.1.5. If two or more parties are responsible for delivering a service (Model C or D), the revenues corresponding to those services will be equally distributed among the parties involved.
- 1.3.4.1.6. The table below outlines the details of the different services provided to the partner through each stage of the delivery of GEPs. The services provided include, but are not limited to:

	Open	In Progress	Approved	Preparation	Realized	Completed
Al or Al_RO	 Account Management POP/Expa Management Exchange Standards 11, 12, 13, 14 Talent attraction 	Shortlisting and Selection	APD on expa Inform the Member Entity	Account Management	 Invoicing according to the partnership contract 	
Member Entity (iCX)	 Visa or work permit preparation 		Assign EP buddy	• Exchange Standards 4, 5, 7	 RE on expa Exchange Standards 6, 8, 9, 10, 11, 12, 13, 14 Invoicing according to the partnership contract 	NPSExchange Standard 15

- 1.3.4.1.7. The AIESEC Exchange Standards definition can be found in the Glossary of terms, Section 2 of this document
- 1.3.4.1.8. The table below outlines the party responsible for delivering each of the Exchange Standards:

Home Entity	 Standard 1: Personal Goal Setting Standard 2: Outgoing Preparation Standard 3: Insurance Standard 16: Debrief with AIESEC
Al or Al_Regional Office	 Standard 11: Job Description Standard 12: Working Hours Standard 13: Duration Standard 14: Opportunity Benefits
Host Entity	Standard 5: Visa and work permit

- Standard 6: Arrival pickup
- Standard 7: Accommodation
- Standard 8: Incoming Preparation
- Standard 9: First day of work
- Standard 10: Alignment spaces with opportunity provider
- Standard 11: Job Description
- Standard 12: Working Hours
- Standard 13: Duration
- Standard 14: Opportunity Benefits
- Standard 15: Departure Support

1.3.4.2. GEPs Pricing Model

1.3.4.2.1. Introduction

- 1.3.4.2.1.1. The pricing for GEPs with the scope at the global or regional level is defined and managed by AIESEC International on behalf of the global plenary.
- 1.3.4.2.1.2. The prices used by AI and AI_Regional Office to sell any GEPs are mentioned under section 10.3.4.2.2. GEP Pricing Tiers.

1.3.4.2.2. GEP Pricing Tiers

- 1.3.4.2.2.1. Entities are allocated into different pricing tiers based on GDP per capita (40% of the weight) and delivery costs, allowing a profit margin of 20% (60% of the weight).
- 1.3.4.2.2.2. Any entity can request to change tiers by submitting proof that the current tier allocated for the GEP products is insufficient to cover the direct costs related to exchange delivery and sub-account management and/or proof related to new GDP per capita data. These proofs and potential changes must be revised and receive recommendations by the AIVP Finance, the FSC, and GFB Chair.
- 1.3.4.2.3. Any changes to the tier structure, be it entity allocation across the tiers or changes regarding the price range of each tier, can only be made during an ILM (International Legislation Meeting). Changes are applicable immediately after being approved during an ILM. However, contracts signed with partners before the changes must be respected until the contract expires, and price changes will only apply when the contract is updated or renewed.
- 1.3.4.2.3. Global Talent and Global Teacher short, medium, and long term pricing tiers

	GT Pricing in CAD						
Tier	Total Cost per EP	Global Promotion and Account Management Fee	Talent Shortlisting and Selection Fee	Exchange Delivery Fee	AIESEC Countries and Territories		
1	\$7,050.00	\$650.00	\$1,500	\$4,950	Australia, Denmark, Sweden, United Stated		
2	\$6,225.00	\$650.00	\$1,500	\$4,125	United Kingdom, Norway, Iceland, Finland, Panama, Germany		
3	\$5,032.50	\$650.00	\$1,500	\$2,933	Switzerland, Belgium, The Netherlands		
4	\$4,245.00 \$650.00 \$1,500	\$2,145	Malaysia, Austria, United Arab Emirates, Canada, Hong Kong, Japan, Hungary				
5	\$3,600.00	\$650.00	\$1,350	\$1,650	Italy, Colombia, Korea, New Zealand, Singapore, France, Russia, Kuwait		
6	\$3,120.00	\$650.00	\$1,200	\$1,320	Jordan, Mainland of China, Czech Republic, Portugal, Bahrain, Puerto Rico, Mexico, Taiwan, Spain, Estonia, Latvia, Azerbaijan, Sultanate of Oman, Guatemala		
7	\$2,625.00	\$650.00	00 \$1,200 \$		Lithuania, Slovakia, Poland, Argentina, Costa Rica, Greece, South Africa, Uruguay, , Venezuela, Ecuador, Brazil, Chile, Thailand, Mongolia, Croatia, Turkey, Macedonia, Bosnia and Herzegovina, Lebanon, Algeria, Morocco, Ghana, Kenya, Tunisia, India, Ethiopia, Mauritius, Bolivia		
8	\$1,995.00	\$1,995.00 \$650.00	\$900	\$495	Montenegro, Peru, Sri Lanka, Nepal, Romania, Serbia, Egypt, Rwanda, Mozambique, Nigeria, Dominican Republic, Paraguay, El Salvador, Nicaragua, Indonesia, Philippines, Vietnam, Bangladesh, Cambodia, Pakistan, Myanmar, Kazakhstan, Bulgaria, Belarus, Albania, Georgia, Armenia, Moldova, Ukraine, Kyrgyzstan, Gabon, Namibia, Cape Verde, Côte d'Ivoire, Cameroon, Senegal, Benin, Mali, Burkina Faso, Liberia, Togo, Malawi, Uganda		

1.3.4.2.4. Global Volunteer pricing tiers

	GV Pricing in CAD						
Tier	Tier Total Cost per EP Global Promotion and Account Management Fee Exchange Delivery Fee		_	AIESEC Countries and Territories			
1	\$1,635.00	\$150.00	\$1,485	Australia, Denmark, Sweden			
2	\$1,425.00	\$150.00	\$1,275	United States, United Kingdom, Norway, Iceland, Finland, Panama			
3	, , , , , , , , , , , , , , , , , , , ,		\$908	Switzerland, Germany, Belgium			
4			\$743	Malaysia, Austria, United Arab Emirates, Canada, Hong Kong, The Netherlands, Japan			
5	\$765.00	\$150.00	\$615	Italy, Colombia, Korea, New Zealand, Singapore, France, Russia, Kuwait			
6	6 \$682.50 \$150.00 \$533		\$533	Jordan, Mainland of China, Czech Republic, Portugal, Bahrain, Puerto Rico, Mexico, Taiwan, Spain, Estonia, Latvia, Azerbaijan, Sultanate of Oman, Hungary			
7	7 \$562.50 \$150.00 \$413		\$413	Lithuania, Slovakia, Poland, Argentina, Costa Rica, Greece, South Africa, Uruguay, Venezuela, Ecuador, Brazil, Chile, Thailand, Mongolia, Croatia, Turkey, Macedonia, Bosnia and Herzegovina, Lebanon, Algeria, Morocco, Ghana, Kenya, Tunisia, India, Ethiopia, Mauritius			
8	8 \$450.00 \$150.00 \$300		\$300	Montenegro, Guatemala, Bolivia, Peru, Sri Lanka, Nepal, Romania, Serbia, Egypt, Rwanda, Mozambique, Nigeria, Dominican Republic, Paraguay, El Salvador, Nicaragua, Indonesia, Philippines, Vietnam, Bangladesh, Cambodia, Pakistan, Myanmar, Kazakhstan, Bulgaria, Belarus, Albania, Georgia, Armenia, Moldova, Ukraine, Kyrgyzstan, Gabon, Namibia, Cape Verde, Côte d'Ivoire, Cameroon, Senegal, Benin, Mali, Burkina Faso, Liberia, Togo, Malawi, Uganda			

1.3.4.2.5. GEP Prices in CAD will only be mandatory to be used after May 1st, 2022, and with new global and regional partners. There might be some exceptions with current partners with whom we'll respect the previous prices in EUR. Every Member Entity involved in the delivery of a GEP with a global/regional partner will be informed beforehand, and an MoU that states the amount and currency of the Exchange Delivery Fee will be signed between AIESEC International/Regional Office and the Member Entity.

1.3.5. GAPs Delivery Definitions

- 1.3.5.1. Co-delivery of GAPs with a Member Entity scope
 - 1.3.5.1.1. The table below outlines the responsibilities of each party involved in the co-delivery of a GAP with a Member Entity scope through each stage of the process.

	Onboarding	Negotiation	Preparation	Delivery	Closing and report
Al or Al_RO	Onboard the entity about the GAP opportunity Discuss and agree on the final proposal to be sent to the partner organization	Lead the negotiation and close the deal	 Discuss and agree on each other's responsibilities for the GAP delivery Prepare the contract or addendum to an existing contract 	Support the Member or Local entity	 Provide feedback to the GAP report Send the final report to the partner organization Invoice the partner Send the email to confirm the AI/RO balance
Member Entity (iCX)	 Confirm the interest and availability to propose a GAP to a global or regional partner Discuss and agree on the final proposal to be sent to the partner organization 	Support the negotiation process providing additional information if requested	Discuss and agree of each other's responsibilities for the GAP delivery	 Execute the GAP delivery plan as agree in the Memorandum of Understanding Document and record the execution of the plan 	 Provide a report of results and achievements of the delivery of the GAP Confirm the Al/RO balance

1.3.5.2. GAPs with a Member Entity scope pricing model

1.3.5.2.1. Introduction

- 1.3.5.2.1.1. The prices for delivery of GAPs with Global or Regional partners with the scope at the Member Entity level are defined and managed by AIESEC International on behalf of the global plenary.
- 1.3.5.2.1.2. The prices used by AI and AI_Regional Office to sell any Member Entity Conferences to Global or Regional Partners are mentioned under section 10.3.5.2.2.4.

1.3.5.2.2. Member Entity Conferences Pricing Tiers

- 1.3.5.2.2.1. Entities are allocated into different pricing tiers based on the entity's GDP per capita and the number of delegates at the conference.
- 1.3.5.2.2.2. Any entity can request to change tiers by submitting proof that the current tier allocated for the GAPs is insufficient to cover the direct costs related to the delivery of the GAP and/or proof related to new GDP per capita data. These proofs and potential changes must be revised and receive recommendations by the AIVP Finance, the FSC, and GFB Chair.
- 1.3.5.2.2.3. Any changes to the tier structure, entity allocation across the tiers, or changes regarding the price range of each tier can only be made during an ILM (International Legislation

Meeting). Changes are applicable immediately after being approved during an ILM. However, contracts signed before the changes must be respected for their full duration, and price changes will only apply when the contract is updated or renewed.

1.3.5.2.2.4. Member Entity Conferences Pricing Tiers:

	Entity Plenary Spaces and YouthSpeak Forum pricing in CAD								
		Physical space							
Tier	200+ Delegates	150+ Delegates	100+ Delegates	<99 Delegates	Virtual space	AIESEC Countries and Territories			
1	\$6,380	\$5,423	\$4,785	\$3,828	\$3,828	Singapore, Norway, United Arab Emirates, Kuwait, Switzerland, United States, Hong Kong			
2	\$4,495	\$3,821	\$3,371	\$2,697	\$2,697	The Netherlands, Iceland, Taiwan, Sweden, Denmark, Germany, Austria, Australia			
3	\$3,915	\$3,328	\$2,936	\$2,349		Bahrain, Canada, Belgium, Finland, Sultanate of Oman, France, United Kingdom, Japan			
4	\$3,190	\$2,712	\$2,393	\$1,914		Korea, Spain, New Zealand, Italy, Puerto Rico, Czech Republic, Slovenia			
5	\$2,610	\$2,219	\$1,958	\$1,566	\$1,566	Lithuania, Slovakia, Estonia, Hungary, Poland, Portugal, Malaysia			
6	\$2,175	\$1,849	\$1,631	\$1,305	\$1,305	Greece, Latvia, Uruguay, Venezuela, Chile, Panama			
7	\$1,450	\$1,233	\$1,088	\$870	Croatia, Romania, Costa Rica, Argentina, Russia, Mauritius, Mainland of China, Mexico, Kazakhstan, Turkey, Bulgaria, Brazil, Montenegro, Lebanon, Gabon, Dominican Republic, Thailand, Serbia, Peru, Colombia, South Africa, Ecuador, Belarus, Fiji, Macedonia, Bosnia a Herzegovina, Namibia, Paraguay, Albania, Azerbaijan, Guatemala, Georgia, Algeria, Jordar \$870 Armenia, Mongolia, Sri Lanka, El Salvador, Indonesia, Cape Verde, Bolivia, Tunisia, Morocc Moldova, Philippines, Ukraine, Vietnam, Egypt, Ghana, Nicaragua, India, Côte d'Ivoire, Ker Bangladesh, Cameroon, Senegal, Cambodia, Pakistan, Myanmar, Kyrgyzstan, Tanzania, Nepal, Benin, Mali, Rwanda, Ethiopia, Burkina Faso, Liberia, Togo, Uganda, Mozambique, Nigeria, Malawi				

- 1.3.5.2.2.5. The prices mentioned under section 10.3.5.2.2.4 refer to a package including at least the following:
 - 1.3.5.2.2.5.1. A 30-minute keynote space with all the conference attendees or a 60-minute workshop with at least 30% of the conference attendees,
 - 1.3.5.2.2.5.2. Two (2) social media posts on the entity's internal and external social media channels, and
 - 1.3.5.2.2.5.3. One (1) final report with the engagement's reach and delegate feedback.
- 1.3.5.2.2.6. GAP Pricing
 - 1.3.5.2.2.6.1. The prices for delivery of GAPs other than conferences are not defined and included in this document as it depends on different factors such as the type of initiative, the direct and indirect costs,

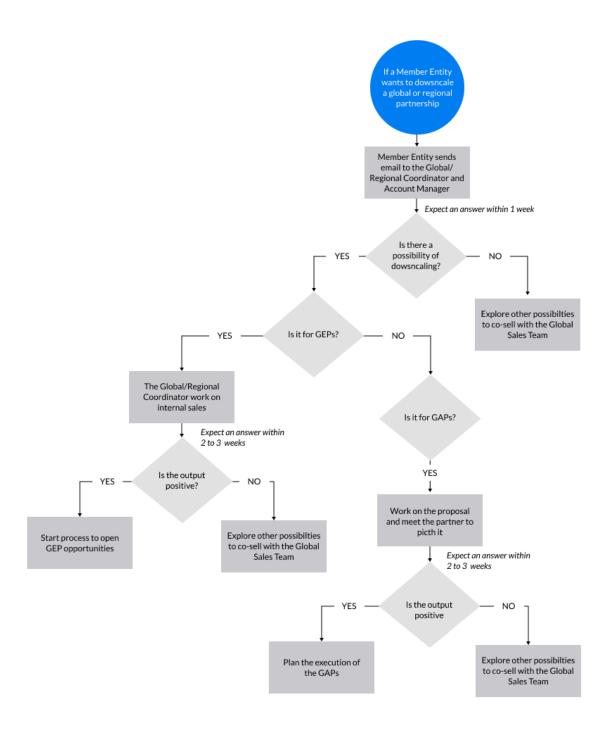
- each party's responsibilities, the partner's budget, among others.
- 1.3.5.2.2.6.2. Every Member Entity involved in the delivery of GAPs other than conferences with global/regional partners will be informed of the prices during the negotiation process.

1.4. Internal Communication Guidelines

- 1.4.1. The internal communication guidelines are intended to establish rules and procedures that a Member Entity must follow to communicate or approach global and regional partners to guarantee good customer service and avoid misunderstandings.
- 1.4.2. When a Member Entity can contact a global or regional partner through its Global/Regional Coordinator or AIESEC Account Manager:
 - 1.4.2.1. To explore the possibility of downscaling the partnership to your Member Entity and run GEPs or GAPs
 - 1.4.2.2. To request clarifications about GEPs to support your entity's oGX strategy
 - 1.4.2.3. If agreed with AI/Regional Office before, send Exchange Delivery Fee invoices or follow up on an overdue payment
- 1.4.3. How can a Member Entity communicate with a global or regional partner:
 - 1.4.3.1. To open GEP opportunities, the Member Entity must send an email to the Global/Regional Coordinator and the Account Manager, including
 - 1.4.3.1.1. A detailed explanation of why the entity wants to open GEP opportunities with that specific partner.
 - 1.4.3.1.2. An analysis that demonstrates that it is possible to open GEP opportunities in the entity
 - 1.4.3.1.3. The entity's visa information, which should also be added to the GEPs visa information tool provided by AI.
 - 1.4.3.1.4. A detailed description of the entity's exchange delivery services.
 - 1.4.3.2. To offer GAPs, the Member Entity must send an email to the Global/Regional Coordinator and the Account Manager including the following:
 - 1.4.3.2.1. Details about the GAP the entity wants to offer
 - 1.4.3.2.2. A detailed explanation of why this GAP might be interesting to the Global/Regional partner according to the main scope of the partnership
 - 1.4.3.2.3. Conference prices aligned with the minimum prices under section 10.3.5.2.2.4 GAP Pricing Tiers

- 1.4.3.3. The Global/Regional Coordinator and AIESEC Account Manager's contact details can be found in the AIESEC Global Contact List, or the AIESEC BD Global Focus List.
- 1.4.3.4. If a Global/Regional partner doesn't have a Global Coordinator, the entities must always email the Account Manager before contacting any global/regional partner.
- 1.4.3.5. If a representative or employee from a global/regional partner organization approaches a Member Entity, the Member Entity should reach out to AIESEC International/Regional office explaining the situation.
- 1.4.3.6. No Member Entity should communicate or meet with a global or regional partner without AIESEC International or the regional office being aware.
- 1.4.3.7. AIESEC International or the Regional Office should not communicate or meet with a Member Entity partner without the Member Entity being aware of it.
- 1.4.3.8. A Member Entity should not contact any global/regional partner before approaching the Global Coordinator or Account Manager first.
 - 1.4.3.8.1. Violating the Policy one time will result in a Written Warning including next steps if applicable.
 - 1.4.3.8.2. Not implementing the next steps within a month of the Written Warning, or violating the policy two times within three months after the initial date of violation will result in the entity not being allowed to open Opportunities for 2 weeks.
 - 1.4.3.8.3. Not implementing the next steps within 3 months of the Written Warning or Violating the Policy three or more times within three months after the initial date of violation will result in a 2 weeks Freezing of all Operations.
 - 1.4.3.8.4. If the account manager of the partner does not respond to the email within 7 working days, the sanctions will not apply. This is to ensure that entities are aware of timeframes and can maintain professional communication. This will not be included when holidays are communicated 6 months in advance.

1.4.4. The graphic below outlines the process to downscale a Global/Regional partnership to a Member Entity.



1.5. Global Sales Models

1.5.1. Definition

- 1.5.1.1. The Global Sales Models are intended to establish rules and procedures for AIESEC International, AIESEC International_Regional Office, and Member Entities to run sales operations together and support each other.
- 1.5.1.2. The Global Sales Models identify different scenarios according to the possible outcome of a sales process.
- 1.5.1.3. The Global Sales Models define the responsibilities of each party involved in each stage of the process.

1.5.2. Governance

- 1.5.2.1. AIESEC International responsibilities within Regional Office new sales:
 - 1.5.2.1.1. AIESEC International is responsible for the Regional Partnership's legalities due to the legal nature of the Regional Offices.
 - 1.5.2.1.2. AIESEC International is responsible for reviewing and signing the regional partnership's agreements.
 - 1.5.2.1.3. AIESEC International is responsible for the fulfilment of the regional partnership's agreements.
 - 1.5.2.1.4. AIESEC International is responsible for supporting and leading the synergy between the AI Business

 Development department and the Business

 Development Regional Manager of each region to ensure the successful implementation of the sales strategies and delivery of the regional partnerships.
- 1.5.2.2. AIESEC Regional Office responsibilities within new sales:
 - 1.5.2.2.1. AIESEC Regional Office is responsible for the account management of the regional partners, including negotiating and creating the contracts.
 - 1.5.2.2.2. AIESEC Regional Office is responsible for delivering the services included in the agreement with the regional partners.
 - 1.5.2.2.3. AIESEC Regional Office is responsible for reporting it's sales performance to AIESEC International, including new sales pipeline, revenue recognition, invoices to be sent, and debtors tracking.
- 1.5.2.3. Revenue-Sharing Model between AIESEC International and AIESEC Regional Office
 - 1.5.2.3.1. The following revenue-sharing model will be applied whenever a regional partnership is signed.

	AIESEC International	Regional Office
% of the total revenues	30%	70%

1.5.3. Expansion Sales Model 1

- 1.5.3.1. Introduction Expansion Sales Model 1
 - 1.5.3.1.1. Expansion Sales 1 occurs when AIESEC International sells to a current Global Partner, GEPs, or GAPs in Member Entities.
 - 1.5.3.1.2. Expansion Sales 1 occurs when AIESEC
 International_Regional Office sells to a current Regional
 Partner, GEPs, or GAPs in Member Entities.
 - 1.5.3.1.3. Expansion Sales 1 occurs when AIESEC International sells, to a current Global Partner, GAPs in Regional Spaces.
 - 1.5.3.1.4. Expansion Sales 1 occurs when AIESEC International_Regional Office sells, to a current Regional Partner, GAPs in another region where there were no previous operations.
 - 1.5.3.1.5. Expansion Sales 1 are part of the Global/Regional contract, and global prices listed under sections 10.3.4.2.2. GEPs Pricing Model and 10.3.5.2.4 GAPs Pricing Model are used.
 - 1.5.3.1.6. AIESEC International/Regional Office remains the key account manager and contract owner.
- 1.5.3.2. Sales Process Expansion Sales Model 1
 - 1.5.3.2.1. After AIESEC International/Regional Office finds an opportunity for a Member Entity or Regional Office, AIESEC International/Regional Office will contact the Member Entity or Regional Office to inform them.
 - 1.5.3.2.2. The Member Entity/Regional office has the right to accept or reject the offer proposed.
 - 1.5.3.2.3. If the Member Entity/Regional Office agrees with the request, both parties will collaborate to co-create the final proposal for the partner.
 - 1.5.3.2.4. AIESEC International/Regional Office will sign an agreement with the global/regional partner.
 - 1.5.3.2.5. Once the contract between AIESEC International and the partner organization has been signed, AIESEC International/Regional office and the Member Entities will sign an MoU to define each party's responsibilities during each stage of the contract's fulfillment and the revenue sharing model.
 - 1.5.3.2.6. AIESEC International/Regional Office remains the key account manager and contract owner. However, the Regional Office/Member Entity may become the sub-account manager if needed.
- 1.5.3.3. Revenue-Sharing Model Expansion Sales Model 1

- 1.5.3.3.1. GEP: The revenue-sharing model used will be the GEP Pricing Model mentioned under section 10.3.4.2 GEPs Pricing Model.
- 1.5.3.3.2. GAPs co-delivered with Member Entities:
 - 1.5.3.3.2.1. Member Entity Conferences: The prices used to sell GAPs are mentioned under section 10.3.5.2.4 GAPs Pricing Model, and the following revenue-sharing model will apply:

	AIESEC International or Regional Office expanding and managing the partnership	Member Entity or Regional Office delivering the GAP
% of the total revenues	30%	70%

1.5.3.3.2.2. GAPs other than from conferences: The prices will differ depending on the GAP, and the revenue-sharing model will depend on each party's responsibilities. The revenues shared and responsibilities of each party will be agreed upon by all the parties involved in the delivery.

1.5.3.3.3. GAPs co-delivered with a Regional Office:

1.5.3.3.1. Regional office physical conferences and events:
The prices used will be the prices in the Regional
Products Portfolio, and the following
revenue-sharing model will apply:

Revenue shared								
Party Closing Deal Al Host Entity Other entities								
Host Entity	20%	80%	-%					
Other Entity	10%	50%	40%					
Al	70%	30%	20% [when it is co-sales, if it is not, goes to AI]					

1.5.3.3.2. GAPs other than from conferences: The prices will differ depending on the GAP, and the revenue-sharing model will depend on each party's responsibilities. The revenues shared and responsibilities of each party will be agreed upon by all the parties involved in the delivery.

1.5.4. Expansion Sales Model 2

1.5.4.1. Introduction - Expansion Sales Model 2

1.5.4.1.1. Expansion Sales Model 2 occurs when a Regional Office sells a GAP with global scope to their regional partner but said partner is not interested in becoming a global partner.

- 1.5.4.1.2. Expansion Sales Model 2 occurs when a Member Entity sells a GAP with global or regional scope to their entity partner but said partner is not interested in becoming a global or regional partner.
- 1.5.4.1.3. Expansion Sales 2 allows Entity and Regional partners to access one-off opportunities of taking GAPs with a regional or global scope.
- 1.5.4.1.4. An Entity partner can only take GAPs with a regional or global scope twice per term. If they wished to take more than two during the term, they would need to be upscaled to a regional or global partner.
- 1.5.4.1.5. The Member Entity/Regional Office will remain the Account Manager and contract owner. However, AIESEC International/Regional office may become the sub-account manager if needed.
- 1.5.4.1.6. AIESEC International/Regional office and the Member Entity will sign an MoU to define each party's responsibilities during each stage of the contract's fulfillment and the revenue sharing model.
- 1.5.4.2. Sales Process Expansion Sales Model 2
 - 1.5.4.2.1. The Member Entity/Regional office will approach AIESEC International/Regional Office by email to express their interest in selling GAPs with global or regional scope to their current Entity/Regional partner.
 - 1.5.4.2.2. If AIESEC International/Regional Office agrees with the request, both parties will collaborate to co-create the final proposal for the partner.
 - 1.5.4.2.3. The Member Entity/Regional Office will send the proposal to their partner, negotiate, and inform AIESEC International/Regional Office of the outcome of the negotiations. AIESEC International/Regional Office involvement in negotiations is optional and needs to be agreed upon by both parties.
 - 1.5.4.2.4. If the outcome is positive, the Member Entity/Regional office will sign an agreement with the partner organization after the agreement's content and conditions have been approved by the party delivering the GAPs.
 - 1.5.4.2.5. AIESEC International/Regional office and the Member Entity will sign an MoU to define each party's responsibilities during each stage of the contract's fulfillment and the revenue sharing model.
- 1.5.4.3. Revenue Sharing Model Expansion Sales Model 2 1.5.4.3.1. GAPs co-delivered with AI/RO:

1.5.4.3.1.1. Global Conferences: The prices used to sell will be the ones in the Global Sales Portfolio, and the following revenue-sharing model will apply:

	Member Entity or Regional Office selling the conference	AIESEC International delivering the conference
% of the total revenues	30%	70%

1.5.4.3.2. Physical Regional Conferences: The Regional Product Portfolio prices should be used, and the following revenue-sharing model will apply:

Revenues Shared				
Party closing the Deal	RO	Al	Host Entity	Other Entities
RO	80%	-	20%	-
Host Entity	20%	-	80%	-
Other Entity	10%	-	50%	40%
Al	20%	60%	20%	20% (when it is co-sales, if it is not, goes to AI)

1.5.5. Upscale Sales Model

- 1.5.5.1. Introduction Upscale Sales Model
 - 1.5.5.1.1. The Upscale Sales Model occurs when a Member Entity sells to a current entity partner the opportunity to become a global/regional partner to take GEPs and/or GAPs with a global/regional scope.
 - 1.5.5.1.2. The Upscale Sales Model occurs when a Regional Office sells to a current regional partner the opportunity to become a global partner to take GEPs and/or GAPs with a global scope.
 - 1.5.5.1.3. Upscaling an Entity Partner to become a global/regional partner does not cancel the existing partnership contract; it must continue until its termination date, and everything included must be delivered. A new contract between AIESEC International/Regional office and the partner organization must be signed without terminating the current contract. Once the current contract expires, the global/regional contract should be the sole contract between AIESEC and the partner organization.
 - 1.5.5.1.4. The Member Entity, Regional Office, and AIESEC International must ensure that the upscaling process does not negatively affect the existing partnership. The current partnership and negotiations of the Member Entity and the partner should always be taken into consideration.

- 1.5.5.2. Sales Process Upscale Sales Model
 - 1.5.5.2.1. Scenario 1: The Member Entity/Regional office will email AIESEC International/Regional Office to express their interest in upscaling an entity partnership. AIESEC International/Regional will evaluate the prospect company and explore the possibility of signing a global/regional contract.
 - 1.5.5.2.2. Scenario 2: AIESEC International/Regional office will approach the Member Entity to upscale an entity partnership to a global/regional partnership. The Member Entity will evaluate the opportunity and explore the possibility of signing a global/regional contract.
 - 1.5.5.2.3. If both parties agree to work together, they will collaborate to co-create a plan to upscale the partnership.
 - 1.5.5.2.4. The Member Entity will introduce AIESEC International/Regional Office to the entity partner to book a meeting and discuss the possibility of upscaling the partnership.
 - 1.5.5.2.5. Both parties are responsible for attending the meeting and following up with negotiations.
- 1.5.5.3. Revenue-sharing Model Upscale Sales Model
 - 1.5.5.3.1. GEP: The revenue-sharing model used for the new contract will be the GEP Pricing Model mentioned under section 10.3.4.2 GEPs Pricing Model.
 - 1.5.5.3.2. GAPs delivered by the Member Entity upscaling the partnership: the entire amount will go to the member entity upscaling the partnership. No revenues are shared.
 - 1.5.5.3.3. GAP: If there are any GAPs to be delivered by AIESEC International or the Regional office in the first 12 months of the global/regional contract the following revenue-sharing model will apply:

	The party upscaling the partnership (Member Entity or Regional Office)	The party managing the account and delivering the GAPs (Regional Office or AIESEC International)
% of the total revenues	10%	90%

1.5.5.3.4. If the new regional/global contract includes Member Entity Conferences to be delivered with a different entity/region than the entity/region upscaling the partnership, the prices used to sell GAPs are mentioned under section 10.3.5.2.4 GAPs Pricing Model, and the following revenue-sharing model will apply:

	The party upscaling the partnership (Member Entity or Regional Office)	The party managing the account (Regional Office or AIESEC International)	The party delivering the conference (Member Entity or Regional Office)
% of the total revenues	10%	35%	55%
	1.5.5.3.5. If the	new regional/global cont	ract includes GAPs to be

- 1.5.5.3.5. If the new regional/global contract includes GAPs to be delivered with a different entity/region than the entity/region upscaling the partnership, the entity or region upscaling the partnership will get 10% of the total cost of the delivery of the GAPs.
- 1.5.5.3.6. The revenue-sharing models mentioned under clause 10.5.5.3.4. And 10.5.5.3.5. will only apply for the first 12 months after signing the global/regional partnership contract. After 12 months, the revenue-sharing model used will be the one mentioned under clause 10.5.3.3.2 of Expansion Sales Model 1.
- 1.5.5.3.7. If the partner requests it and the AIESEC parties agree, the partner can keep the original contract's prices just for the Member Entity that upscaled the partnership.

 Nevertheless, the global prices will be used with all the other Member Entities.

1.5.6. Co-Selling Sales Model

- 1.5.6.1. Introduction Co-selling Sales Model
 - 1.5.6.1.1. The Co-selling Sales Model occurs when two of the following three parties: AIESEC International, Regional Office, and Member Entity, identify a joint sales opportunity with a prospect in the territory of said Member Entity and decide to attend sales meetings (physically or virtually) together.
 - 1.5.6.1.2. The Co-selling Sales Model occurs when AIESEC International/Regional Office plans to visit the Member Entity's territory to attend one or more sales meetings with companies located there.
- 1.5.6.2. Sales Process Co-selling Sales Model
 - 1.5.6.2.1. AIESEC International/Regional Office wants to meet with an organization whose global/regional headquarters are located in a Member Entity's territory, or
 - 1.5.6.2.2. A Member Entity identifies a prospect they would like to approach listed in the Global or Regional Focus List.
 - 1.5.6.2.3. AIESEC International/Regional Office must email the Member Entity the organization's name they wish to contact; or
 - 1.5.6.2.4. The Member Entity must email AIESEC International/Regional Office the organization's name they wish to contact.

- 1.5.6.2.5. Both parties involved must agree to co-sell to that specific prospect.
- 1.5.6.2.6. Both parties involved must co-create the sales strategy to approach the prospect, design the proposal, follow up on negotiations, and define each party's responsibilities.
- 1.5.6.2.7. Both the Entity and Global/Regional Product Portfolio and prices should be presented in the proposal.
- 1.5.6.3. Revenue-sharing Model Co-selling Sales Model
 - 1.5.6.3.1. If the co-sales process results in an Entity Partnership where the partner takes GEPs or GAPs in the Member Entity's territory only:
 - 1.5.6.3.1.1. The Member Entity will be the Key Account
 Manager and contract owner. Therefore, the
 Member Entity will be responsible for delivering
 the products sold,
 - 1.5.6.3.1.2. The Entity prices should be applied, and
 - 1.5.6.3.1.3. The revenue-sharing model will be the following:

	Member Entity delivering the partnership	AIESEC International/ Regional Office
% of the total revenues	90%	10%

- 1.5.6.3.2. If the co-sales process results in a Global/Regional Partnership where the partner does not take GEPs or GAPs in the Member Entity's territory:
 - 1.5.6.3.2.1. AIESEC International/Regional Office will be the Key Account Manager and contract owner. Therefore, AIESEC International/Regional Office will be responsible for delivering the products sold,
 - 1.5.6.3.2.2. The Global Product Prices should be applied, and
 - 1.5.6.3.2.3. The revenue-sharing model will be the following:

	AIESEC International/Regional Office delivering the partnership	Member Entity
% of the total revenues	90%	10%

- 1.5.6.3.3. If the co-sales process results in a Global/Regional Partnership where the partner also takes GEPs or GAPs in the Member Entity's territory:
 - 1.5.6.3.3.1. AIESEC International/Regional Office will be the Key Account Manager and contract owner. Therefore, AIESEC International/Regional Office will be responsible for delivering the products sold,

- 1.5.6.3.3.2. GEP: The revenue-sharing model used will be the GEP Pricing Model mentioned under section 10.3.4.2 GEPs Pricing Model.
- 1.5.6.3.3.3. GAP (Conferences): The prices used to sell Entity Conferences are mentioned under section 10.3.5.2.4 GAPs Pricing Model, and the following pricing model will apply:

	The party finding the prospect and booking the meeting	The party delivering the conference
% of the total revenues	10%	90%

- 1.5.6.3.4. GAPs delivered by the Member Entity other than conferences: the entire amount will go to the member entity. No revenues are shared.
- 1.5.6.3.5. The revenue-sharing model mentioned under clause 10.5.6.3.3.2 will only apply for the first 12 months after signing the global/regional partnership contract. After 12 months, the revenue-sharing model used will be the one mentioned under clause 10.5.3.3.2 of Expansion Sales Model 1.

1.5.7. Cross-Selling Sales Model

- 1.5.7.1. Introduction Cross-Selling Sales Model
 - 1.5.7.1.1. The cross-selling sales model occurs when Member Entity X sells or provides a referral that results in a partnership of GEPs or GAPs for a Member Entity Y.
 - 1.5.7.1.2. The referral provided by Member Entity X could be a current Member Entity X's partner or a new prospect organization.
 - 1.5.7.1.3. It is considered a referral if Member Entity X provides to Member Y:
 - 1.5.7.1.3.1. The name of the organization's representative,
 - 1.5.7.1.3.2. The role of the organization's representative,
 - 1.5.7.1.3.3. The email of the organization's representative, and
 - 1.5.7.1.3.4. Introduces Member Entity Y to the organization.
 - 1.5.7.1.4. If the sales opportunity involves more than two entities of the same region, Member Entity X must contact the Regional Office, and they should follow the Upscale or Co-sale Sales Model mentioned under sections 10.5.5 and 10.5.6.
- 1.5.7.2. Scenario A Cross-Selling Sales Model
 - 1.5.7.2.1. Sales Process
 - 1.5.7.2.1.1. Member Entity X provides a referral to Member Entity Y without being involved in the sales process.

- 1.5.7.2.1.2. Member Entity Y that receives the referral, sells and delivers the GEP(s) or GEAP(s) sold.
- 1.5.7.2.2. Delivery Process and responsibilities
 - 1.5.7.2.2.1. Member Entity X's entity partner contacts

 Member Entity X and express their interest on an opportunity in Member Entity Y's market, or the Member Entity X identifies an opportunity on Member Entity Y's market, or Member Entity Y asks Member Entity X for a specific referral.
 - 1.5.7.2.2.2. Member Entity X's introduces Member Entity Y.
 - 1.5.7.2.2.3. Member Entity Y will manage the whole sales process until they close a deal.
 - 1.5.7.2.2.4. Member Entity Y will sign a contract with the partner organization and deliver the services agreed.
- 1.5.7.2.3. Revenue-sharing model
 - 1.5.7.2.3.1. Member Entity Y's prices should apply.
 - 1.5.7.2.3.2. The revenue-sharing model will be defined by the two Member Entities involved.
- 1.5.7.3. Scenario B- Cross-Selling Sales Model
 - 1.5.7.3.1. Sales Process
 - 1.5.7.3.1.1. Member Entity X provides a referral to Member Entity Y and is involved in the sales process.
 - 1.5.7.3.1.2. Member Entity Y that receives the referral and Member Entity X co-sell to the partner organization.
 - 1.5.7.3.1.3. Member Entity Y delivers the products sold.
 - 1.5.7.3.2. Delivery Process and responsibilities
 - 1.5.7.3.2.1. Member Entity X's entity partner contacts
 Member Entity X and express their interest on an opportunity in Member Entity Y's market, or the Member Entity X identifies an opportunity on Member Entity Y's market, or Member Entity Y asks Member Entity X for a specific referral.
 - 1.5.7.3.2.2. Member Entity X meets with Member Entity Y to provide information about Entity X's Partner and co-create a sales plan and proposal. Revenue-sharing model should also be defined at this stage.
 - 1.5.7.3.2.3. Member Entity X's introduces Member Entity Y.
 - 1.5.7.3.2.4. Both entities will manage the sales process until they close a deal.
 - 1.5.7.3.2.5. Member Entity Y will sign a contract with the partner organization and deliver the services agreed.
 - 1.5.7.3.3. Revenue-sharing model

- 1.5.7.3.3.1. Member Entity Y's prices should apply.
- 1.5.7.3.3.2. The revenue-sharing model will be defined by the two Member Entities involved.