



# **Institute of Chartered Accountant of Zimbabwe (ICAZ)**

## **TR10: Training Regulations**

**Effective 1 January 2013**

## TABLE OF CONTENTS

<u>CHAPTER 1</u>	-	<u>GENERAL PROVISIONS</u>
<u>CHAPTER 2</u>	-	<u>ACCREDITATION AS A TRAINING OFFICE</u>
<u>CHAPTER 3</u>	-	<u>THE TRAINING OFFICER</u>
<u>CHAPTER 4</u>	-	<u>THE TRAINEE ACCOUNTANT</u>
<u>CHAPTER 5</u>	-	<u>TRAINING CONTRACT</u>
<u>CHAPTER 6</u>	-	<u>CORE EXPERIENCE, ASSESSMENT AND OTHER RELATED MATTERS</u>
<u>CHAPTER 7</u>	-	<u>DISPUTE RESOLUTION AND DISCIPLINARY PROCESSES</u>
<u>CHAPTER 8</u>	-	<u>TRANSITIONAL ARRANGEMENTS AND COMMENCEMENT</u>
<u>Annexure 1</u>	-	<u>Complaints procedure and other referrals</u>
<u>Annexure 2</u>	-	<u>Arbitration process in the event of a dispute about a training contract</u>
<u>Annexure 3</u>	-	<u>Recognition of prior learning policy</u>
<u>Annexure 4</u>	-	<u>Rules for the academic traineeship programme</u>

*Note: Words importing the masculine gender include the female gender*

## **CHAPTER 1 - GENERAL PROVISIONS**

### **1. Authority and interpretation of the regulations**

- 1.1. The Institute of Chartered Accountants of Zimbabwe, after consultation with relevant stakeholders, has determined that the following Training Regulations pertain to the training of trainee accountants.
- 1.2. These regulations must be interpreted in a manner that is consistent with the ICAZ By-laws and the Code of Professional Conduct, the Chartered Accountants Act, Chapter 27:02 and any applicable legislation of Zimbabwe in order to give effect to the objective of producing competent, professional chartered accountants.
- 1.3. The headings and sub-headings do not affect the interpretation of these regulations.
- 1.4. The annexures referred to in the regulations form part of these regulations.

### **2. Discretionary powers of ICAZ regarding training and accreditation matters**

- 2.1. ICAZ has the power, in its absolute discretion, in the interests of the profession, to –
  - 2.1.1. refuse to register a training contract of a trainee accountant who, despite the fact that he meets other registration requirements, is nevertheless disqualified for registration as a CA(Z) in terms of the Chartered Accountants Act (27:02) and By-laws; and/or
  - 2.1.2. order the cancellation of the training contract of a trainee accountant who, despite the fact that he meets other requirements in terms of the training contract, is nevertheless disqualified for registration as a CA(Z) in terms of the Chartered Accountants Act (27:02) and By-laws; and/or
  - 2.1.3. refuse to consent to any request or application relating to the training contract; and/or
  - 2.1.4. make any decision relating to any existing training contract; and/or
  - 2.1.5. make any decision relating to the accreditation or continued accreditation of a training office.
- 2.2. Notification in writing to the trainee accountant and to the training officer or to the applicant about ICAZ's decision relating to training or accreditation matters is final and binding, provided all the relevant appeal procedures of ICAZ have been exhausted.

### 3. Definitions, abbreviations and acronyms

In these regulations, unless otherwise indicated –

“**academic progress**” means the satisfactory completion of all or sufficient subjects to enable a trainee to make one further year of progress towards the completion of the BCompt, CTA or equivalent (i.e. progressing one year closer to writing ITC of the QE; the trainee must achieve at least one year of academic progress during any two calendar years, and this progress is measured by a trainee’s passing of the examinations of the accredited education institution);

“**accreditation criteria**” mean a set of requirements with which an organisation has to comply before it can be accredited as a training office;

“**accredited course**” means a qualification accredited by ICAZ;

“**accredited education institution**” means an institution that awards a qualification accredited by ICAZ;

“**assessment needs analysis**” (ANA) is a form used as part of the assessment process to record a trainee accountant’s competence and analyse his developmental needs and how these developmental needs will be addressed during the next evaluation period by means of developmental and support plans;

“**CA(Z)**” means a Chartered Accountant (Zimbabwe) who is registered as such with ICAZ;

“**CTA**” means a Certificate in the Theory of Accountancy and refers to a qualification conferred by an accredited education institution and recognised by ICAZ as a prerequisite for admission to ITC of its QE;

“**employment contract**” means a contract or letter signed by the training office and acknowledged by the trainee accountant, which deals with the conditions of employment of the trainee accountant as provided for in the *Labour Relations Act, 2006* (28:01) and other applicable legislation;

“**follow-up visit**” is a visit to a training office to determine if the shortcomings identified during the monitoring visit have been addressed;

“**PAAB**” means the Public Accountants and Auditors Board as established in terms of the Public Accountants and Auditors Act, 1996 (Chapter 27:12)

“**monitoring visit**” means a routine monitoring visit to a training office to establish the extent to which the training office meets the ICAZ accreditation criteria;

“**notify**” means to communicate with ICAZ in writing using the method or procedure as required by the particular regulation;

“**professional skills review**” (PSR) is a form used as part of the assessment process to document and review the competence demonstrated by the trainee accountant in the professional skills;

“**QE**” means the qualifying examination set by ICAZ as a prerequisite for registration as a CA(Z);

“**RPL**” means recognition of prior learning and refers to a mechanism for the recognition of the achievement of one or more of the competencies prescribed by ICAZ, however obtained, and without the trainee having to undergo any further learning intervention in respect of those specific competencies;

“**regional executives**” mean officials of the regions who may be appointed by ICAZ in that capacity in the various provinces of Zimbabwe;

“**registered public auditor**” (RPA) means an individual or firm registered as an auditor with the PAAB;

“**ICAZ**” means The Institute of Chartered Accountants of Zimbabwe;

“**technical skills review**” (TSR) is a form used as part of the assessment process to document and review the competence demonstrated by the trainee accountant in the technical skills;

“**TIPP**” means training inside public practice;

“**TOPP**” means training outside public practice;

“**trainee accountant (trainee)**” means a person/learner who is in the permanent employ of a training office and who is serving under a training contract;

“**training contract**” means a written contract, entered into on the prescribed form and registered by ICAZ, whereby a trainee accountant is duly bound to serve a training office for a specified period and is entitled to receive training in the technical and professional competencies, and meets the requirements for a learnership agreement in terms of the ICAZ Training Manual

“**training office**” means an accredited training office whether within or outside the borders of Zimbabwe, and refers to an organisation in commerce and industry or public practice or the public sector that is approved by

and registered with ICAZ as an organisation where prospective CAs may be trained;

**“training officer”** means a person who is a member of ICAZ and who is responsible for performing the functions and duties ascribed to a training officer in terms of these regulations; and

**“training requirements”** means the technical and professional skills requirements as prescribed by ICAZ for the TIPP or TOPP programmes, or the compulsory, elective and residual skills areas prescribed for training contracts entered into on or after 1 January 2012;

**“EC”** means the Education Committee of ICAZ and includes its subcommittees.

[Back to table of contents](#)

## CHAPTER 2 - ACCREDITATION AS A TRAINING OFFICE

### 4. Requirements for accreditation as a training office

- 4.1. In order to be accredited, the training office must –
  - 4.1.1. fulfil the criteria for accreditation as prescribed by ICAZ from time to time;
  - 4.1.2. apply separately on the prescribed form for accreditation for each office of the training office that seeks to be accredited; and
  - 4.1.3. comply with all the provisions of these regulations relating to accreditation.

### 5. Determination of an application

- 5.1. EC considers and determines –
  - 5.1.1. whether or not to accredit the applicant,
  - 5.1.2. the accreditation period, that is the duration of the accreditation of the training office; and
  - 5.1.3. the accreditation status, that is, the number of trainee accountants that may be engaged in a training office at any given time; or
  - 5.1.4. whether or not to sanction (a) an increase in the number of trainee accountants if so requested by a training office on the prescribed form, and (b) the accreditation period.

### 6. Lapse or cancellation of accreditation

- 6.1. Accreditation lapses automatically if no trainees have been employed in a training office for a continuous period of 24 months.
- 6.2. ICAZ may cancel the accreditation of a training office that fails to comply with the training regulations or the accreditation criteria.

### 7. Misrepresentation about accreditation

- 7.1. It is a punishable offence for a non-accredited organisation to employ prospective trainee accountants or to misrepresent itself to prospective trainee accountants as a training office.
- 7.2. Contravention of this regulation is regarded as unprofessional conduct and is dealt with in terms of the ICAZ By-laws/PAAB rules and/or in terms of any applicable legislation.

[Back to table of contents](#)

## CHAPTER 3 - THE TRAINING OFFICER

### 8. Registration requirements

- 8.1. Each training office must register one person as a training officer on the prescribed form.
- 8.2. The person so registered as a training officer must meet all the requirements stipulated in the accreditation criteria and these regulations.
- 8.3. EC may refuse to register a person as a training officer, or may cancel a person's registration as a training officer, if such person has been found guilty by a committee of ICAZ of any offence in terms of the By-laws, or, where applicable, has been found guilty of improper conduct by a committee of the PAAB.
- 8.4. The registered training officer must be permanently situated at the physical location of the training office and he must, on behalf of the organisation, accept responsibility for the training of trainee accountants carried out at, or from, the training office, in accordance with the requirements of ICAZ.
- 8.5. The training officer should enjoy the full support of the top management of the training office and there must accordingly be direct reporting lines between the training officer and executive management.

### 9. Duties of a training officer

- 9.1. The training officer must fulfil his duties and responsibilities as set out in the training contract.
- 9.2. Failure by a training officer to perform any of the duties listed in the training contract may constitute a punishable offence.

### 10. Responsibilities of senior management in respect of the ICAZ training programme

- 10.1. Although a registered training officer is required to carry out the duties ascribed to him in these regulations, he is not solely responsible for the training of trainee accountants employed at the training office.
- 10.2. The training of trainee accountants employed at the training office is the joint responsibility of the entire management of that training office.
- 10.3. Senior managers, partners or directors or an authorised person must-
  - 10.3.1. immediately notify ICAZ of an imminent change in the circumstances that could affect the training of trainee accountants in an accredited training office; and
  - 10.3.2. appoint and register a replacement training officer on the prescribed form, when and if the need arises.

### 11. Liability for fees and reimbursement in respect of such fees

- 11.1. A training office, through its training officer, is liable for payment to ICAZ of all fees in respect of the training contract, as prescribed by ICAZ from time to time.
- 11.2. Late lodgement fees are payable by the training office for each month or part thereof that the lodgement of documents was overdue, calculated from the day following expiry of the due date for the submission of the said document/s.
- 11.3. Excessively late lodgement may be regarded as improper conduct in terms of the By-laws.
- 11.4. The training office may require a trainee accountant whose training contract has been cancelled to reimburse the training office in respect of disbursements actually made by the training office to ICAZ in terms of the Chartered Accountants Act (section 46 C).
- 11.5. It is a contravention of ICAZ's By-laws for a training office to require a trainee to reimburse the training office in respect of any other disbursements not referred to in regulation 11.4 above.

[Back to table of contents](#)

## CHAPTER 4 - THE TRAINEE ACCOUNTANT

### 12. Duties and responsibilities of a trainee accountant

- 12.1. The trainee must fulfil his duties and responsibilities as set out in the training contract.
- 12.2. Failure by a trainee to perform any of the duties listed in the training contract may constitute a punishable offence.

### 13. Hours of work and overtime

- 13.1. A trainee accountant must be in the full-time employ of a training office and must work a minimum of 7 hours per day, five days per week.
- 13.2. The requirement for a trainee accountant to work overtime must be regulated by the employment contract, and must comply with the provisions of applicable legislation.

### 14. Conditions of employment and employment contract

- 14.1. Training offices are entitled to specify their own criteria for recruitment as well as terms and conditions of employment for trainee accountants within the provisions of applicable legislation.
- 14.2. However, they may not include as part of the conditions of employment, the requirement that the qualifying examination be passed as a prerequisite for a trainee accountant to continue with his training contract.
- 14.3. In the event of a conflict arising from the terms and conditions of the training contract and the terms and conditions of the employment contract, the terms and condition of the training contract and the provisions of the Regulations will prevail.
- 14.4. ICAZ has no jurisdiction in resolving disputes emanating from the employment contracts and does not become involved in the contractual relationship created by an employment contract. ICAZ therefore does not prescribe salaries or other terms and conditions of employment for trainee accountants and its guidelines on such matters, as may be issued from time to time, are not prescriptive.

### 15. Trainee exit questionnaire

A trainee whose training contract is cancelled or discharged must complete and submit to ICAZ a standard trainee exit questionnaire within 30 days of the cancellation or discharge.

[Back to table of contents](#)

## CHAPTER 5 - TRAINING CONTRACT

### 16. Entry requirements for a training contract

- 16.1. The entry requirements for a CA(Z) training contract are –
- 16.1.1. confirmation by the trainee accountant, on the prescribed form, that he has entered into an employment contract with the training office; and
  - 16.1.2. written evidence, in the form of a certified photocopy of a certificate, or an admission letter on the letterhead of the educational institution, to the satisfaction of the training officer, that the trainee accountant –
    - 1) is the holder of a CTA or equivalent course; or
    - 2) is a graduate registered for a CTA or equivalent course; or
    - 3) is registered for a degree or course accredited by ICAZ.
- 16.2. Where written evidence relating to a trainee's enrolment cannot be provided, the trainee must undertake in writing that he will be accepted for registration by an accredited education institution at the commencement of the next academic year and the trainee must provide the training officer with proof of enrolment as soon as possible thereafter.

### 17. Probationary period

- 17.1. A basic probationary period, of up to a maximum of three months or as amended by ICAZ from time to time, commencing on the date of engagement in the capacity as a trainee accountant, is permissible, and may be stipulated in the employment contract.
- 17.2. A training office may not specify a probationary period for a trainee accountant that is not in accordance with this regulation.
- 17.3. Where, after expiry of the probationary period, the trainee enters into a training contract with the training office where the probationary period was served, such probationary period forms part of the term of the training contract.
- 17.4. Where, after expiry of the probationary period, the trainee does not enter into a training contract with the training office where the probationary period was served, such probationary period is not recognised towards the term of any training contract.
- 17.5. When a person is employed in a capacity other than as a trainee accountant, and he subsequently becomes employed as a trainee accountant, the probationary period, if any, commences on the effective date of the training contract.

## 18. Term and hours of a training contract

- 18.1. The basic term of a training contract, and the required minimum hours of work attendance and minimum hours of core experience, at commencement of the training contract for a person intending to become a CA(Z) are as follows:

	<b>Qualification at the start of the training contract</b>	<b>Basic term of the training contract</b>	<b>Required minimum hours of work attendance</b>	<b>Required minimum hours of core experience</b>
	<ul style="list-style-type: none"><li>• CTA or equivalent course</li><li>• Accredited undergraduate degree</li></ul>	36 months	4 500	3 600
	<ul style="list-style-type: none"><li>• A' Level</li><li>• Any other relevant educational qualification not listed above</li></ul>	60 months. A remission may be granted as set out in section 20 below.	7 500	6 000

- 18.2. Temporary periods of employment, including vacation work, are not recognised towards the fulfilment of the term of a training contract.

## 19. Registration and lodgement of a training contract

- 19.1. A training officer must apply for the registration of a training contract on the prescribed form, and he must include with the application the applicable fees and the supporting documents prescribed by ICAZ.
- 19.2. The training contract and the application to register the training contract must be lodged for registration at ICAZ within three (3) months calculated from the date when the trainee accountant commenced employment as a trainee accountant at the training office.

## **20. Remission in the term of a training contract**

- 20.1. The training officer must apply for remission in the term of a training contract on the prescribed form, and he must include with the application the remission fees and supporting documents prescribed by ICAZ.
- 20.2. Remission may be applied for on the basis of academic achievement (academic remission) or RPL.
- 20.3. Academic remission may be sought during the currency of a five-year training contract on the basis of:
  - 20.3.1. graduation in an accredited undergraduate degree by a trainee accountant contemplated in section 43.1 of the Chartered Accountants By-Laws; or
  - 20.3.2. graduation in a CTA or equivalent course or an accredited undergraduate degree during the currency of the training contract
- 20.4. Where remission is sought in terms of section 43.3 of the Chartered Accountants By-Laws, on the basis of obtaining a degree during a five year training contract, ICAZ may reduce the term of the training contract as follows:
  - 20.4.1. If the trainee completes the degree during the first 12 months of the training contract, the training contract expires 36 months from the date on which the trainee completed the degree;
  - 20.4.2. If the trainee completes the degree during the last 12 months of the training contract, the remission constitutes the remaining balance of the term of the contract;
  - 20.4.3. If the trainee completes the degree at any other point in the training contract, the term of the training contract is reduced by 12 months.
- 20.5. Where remission is sought in terms of section 43.3 of the Chartered Accountants By-Laws, ICAZ may reduce the term of the training contract by 12 months.
- 20.6. For purposes of section 43.3 of the Chartered Accountants By-Laws, ICAZ regards the date of the completion of a degree to be the closer of 30 June or 31 December of any year to the date on which the final results were published by the education institution in question.
- 20.7. Remission for RPL may be sought on the basis of:
  - 20.7.1. previous experience gained under an ICAZ training contract, or
  - 20.7.2. previous experience not gained under an ICAZ training contract.
- 20.8. In the case of the remission for RPL, the training officer must submit the application for remission within 12 months of the effective date of the training contract.
- 20.9. In every instance, the remission in the term of a training contract must be calculated by subtracting the approved remitted time from the end date of the new registered training contract.

## 21. Secondment of a trainee accountant

### Conditions of secondment

- 21.1. The trainee must be involved in work that is relevant to the practical training requirements as determined by EC;
- 21.2. The trainee remains a permanent employee of the training office and the original training contract remains in force;
- 21.3. The training officer remains responsible for the trainee accountant, even though the trainee may not report to the training officer during the period of the secondment;
- 21.4. The rules relating to secondments do not apply to the academic traineeship programme; and
- 21.5. The maximum period allowable for secondment is set out in the schedule below and it is the duty of the training officer and the trainee accountant to ensure that the trainee accountant does not exceed the secondment periods laid down:

	Place of secondment	Three-year training contract	Four-year training contract	Five-year training contract
21.6.	To another training office in Zimbabwe or to a Zimbabwean work environment which is a registered training office	Unlimited	Unlimited	Unlimited
21.7.	To a branch of a training office outside the borders of Zimbabwe	180 calendar days	240 calendar days	300 calendar days

## 22. Suspension of a training contract

- 22.1. The training officer must apply for the suspension of a training contract on the prescribed form, and he must include with the application the prescribed fees and supporting documents prescribed by ICAZ.
- 22.2. The training officer must lodge the application for suspension 30 days before the commencement of the suspension and inform ICAZ of the trainee's return from suspension within 30 days of the trainee's return to the training office.
- 22.3. The permissible grounds for the suspension of a training contract are -
  - 22.3.1. full-time study for a period of more than two months but less than 12 months, provided that a suspension on this ground has not been granted previously under the same training contract; or
  - 22.3.2. maternity leave for a period not exceeding the maximum as provided for in labour legislation.
- 22.4. Both the trainee and the training office must agree to the suspension of the training contract.
- 22.5. By agreeing to suspend a training contract, the training officer acknowledges the training office's obligation to re-engage the trainee accountant when the period of suspension expires, and the trainee accountant acknowledges his obligation to return to the training office when the period of suspension expires.
- 22.6. Immediately upon a trainee accountant's return to the training office after an approved suspension of a training contract, the training officer must notify ICAZ on the prescribed form of the exact period that the trainee accountant was absent from the training office and the term of the training contract is automatically extended accordingly.
- 22.7. ICAZ does not record suspensions for periods of absence of two months or less in total over the entire term of the training contract and applications for suspension in respect of such periods of absence are not required.

## **23. Cancellation of a training contract**

- 23.1. The training officer must notify ICAZ of the cancellation of the training contract on the prescribed form, and he must include with the form the supporting documents prescribed by ICAZ.
- 23.2. The training officer must lodge the notification of cancellation within 30 days of the trainee's departure from the training office.
- 23.3. The training officer must cancel the trainee's contract if the trainee -
  - 23.3.1. is no longer studying for a course that will eventually lead to a CTA or equivalent course. This includes the circumstances where a trainee accountant, after his registration as a student has been cancelled, is unable to gain admission in the next academic year to continue to study for an accredited undergraduate degree or a CTA or equivalent course, or where a trainee fails to sit for an examination or any examination paper without a reasonable explanation, acceptable to the training officer;
  - 23.3.2. does not provide the prescribed proof of enrolment within ten months of the effective date of the training contract, in the case of a contract that is registered in terms of section 46(1) of the Chartered Accountants By-Laws;
  - 23.3.3. fails to return to the training office after a period of approved suspension of the training contract;
  - 23.3.4. is absent from the training office in spite of ICAZ's decision not to grant an application for the suspension of the training contract;
  - 23.3.5. fails to report for work, although he is not entitled to annual or sick leave in terms of the employment contract;
  - 23.3.6. has been dismissed;
  - 23.3.7. has been incapacitated; or
  - 23.3.8. has absconded or is deceased.
- 23.4. Should the trainee make insufficient academic progress in a course that will eventually lead to the achievement of the CTA or equivalent course, the training officer must either—
  - 23.4.1. cancel the training contract; OR
  - 23.4.2. extend the training contract by six months; OR
  - 23.4.3. allow the trainee to continue under training contract for one further academic year (a discretionary year). However, should the trainee still be in contravention of the academic progress rule at the end of the discretionary year, the training officer must cancel the training contract, provided that such cancellation does not take place within six months from the end of the training contract, in which case the training contract may be discharged, subject to section 49 of the Chartered Accountants By-Laws.
  - 23.4.4. Should the trainee fail to initiate two successive assessment forms within the prescribed time frames, the training officer must extend the training contract by six months.
- 23.5. Termination of an employment contract automatically leads to the cancellation of a training contract, but the converse does not necessarily have the same effect.
- 23.6. ICAZ may cancel or instruct the cancellation of a training contract if –
  - 23.6.1. the trainee accountant has been found guilty of improper conduct in terms of the By-laws;
  - 23.6.2. the trainee accountant is found to have contravened the Training Regulations or breached the provisions of the training contract;
  - 23.6.3. in the opinion of ICAZ, the trainee accountant is disqualified from registration as a CA(Z), despite meeting the other registration requirements; or
  - 23.6.4. after a period of five years from the end date of the training contract, a trainee accountant fails to submit proof of achievement of an accredited undergraduate degree or CTA or equivalent course.

- 23.7. ICAZ may investigate all the circumstances relating to a cancellation, and the cancellation of a training contract will only become effective once ICAZ has confirmed the registration of the cancellation.
- 23.8. Should a trainee wish to continue with his training after his training contract has been cancelled -
- 23.8.1. a new training contract must be entered into and lodged with ICAZ in terms of section 46; and
- 23.8.2. the trainee accountant may apply for remission for previous experience in terms of regulation 20, but the following automatic penalties will be imposed on the term of a new training contract, following the cancellation of the previous one:

	<b>Term of the previous training contract</b>	<b>Automatic penalty</b>
1)	Three years	Six months
2)	Five years	Twelve months

- 23.9. Notwithstanding the provisions ICAZ Internal Schedule of Fees, the penalty on cancellation of a training contract is not imposed in circumstances where the contract is cancelled for the following reasons:
- 23.9.1. Relocation by the trainee to a place from which he cannot commute to the existing training office; or
- 23.9.2. De-accreditation of the training office by ICAZ; or
- 23.9.3. Training office / training officer has ceased to exist.
- 23.10. ICAZ does not register the cancellation of the training contract until the trainee/accredited training office has completed and submitted the Application of Cancellation of Training Contract (Ref Training Manual).

#### **24. Discharge of a training contract**

##### **Regulations applicable to training contracts entered into BEFORE 1 January 2012**

- 24.1. The training officer must initiate the discharge of a training contract in the prescribed manner if he is satisfied that the trainee accountant has –
- 24.1.1. completed the prescribed minimum hours of work attendance;
- 24.1.2. completed the prescribed minimum hours of core experience;
- 24.1.3. completed the term of the contract, including approved remissions and extensions; and
- 24.1.4. achieved the technical and professional competencies prescribed by ICAZ in respect of either the TIPP or TOPP programmes.
- 24.2. A trainee accountant who wishes to register as an auditor with the PAAB must achieve the competencies prescribed for the TIPP Programme.

##### **Regulations applicable to training contracts entered into AFTER 1 January 2012**

- 24.3. The training officer must initiate the discharge of a training contract in the prescribed manner if he is satisfied that the trainee accountant has –
- 24.3.1. completed the prescribed minimum hours of work attendance;
- 24.3.2. completed the prescribed minimum *level of core competencies*;
- 24.3.3. completed the term of the contract, including approved remissions and extensions;
- 24.3.4. successfully completed the ethics programme prescribed or recognised by ICAZ; and
- 24.3.5. achieved the following competencies prescribed by ICAZ:
- 1) The compulsory skills areas;
  - 2) At least one elective skills area; and
  - 3) The residual skills areas.

## **Regulations applicable to Training Officers regarding training contracts**

- 24.4. The training officer must lodge the required forms for discharge of the training contract within 30 days of the completion of the training contract.
- 24.5. Notwithstanding the receipt of the certificate of completion from the training officer, ICAZ will not discharge the training contract or issue a Confirmation of Discharge unless proof has been submitted that the trainee accountant has achieved an accredited undergraduate degree.
- 24.6. If all the requirements for the discharge of a training contract have been met, ICAZ will provide the trainee accountant with a Confirmation of Discharge and the training officer with confirmation that the discharge has been registered.
- 24.7. Should the training contract be discharged more than five years after the date on which the term of the training contract was completed, the training officer is only upon request provided with a confirmation that the discharge has been registered.
- 24.8. ICAZ does not discharge the training contract until the trainee has submitted the trainee exit questionnaire as contemplated in regulation 15.

## **25. Exemption from training under a training contract**

Application for exemption from training under a training contract must be made in writing and ICAZ may grant or refuse such an application.

[Back to table of contents](#)

## CHAPTER 6 - CORE EXPERIENCE, ASSESSMENT AND OTHER RELATED MATTERS

### 26. Practical training requirements

A trainee accountant must gain experience in the prescribed technical and professional competencies as prescribed by ICAZ from time to time.

### 27. Assessment of a trainee's competence

- 27.1. Both the training officer and the trainee accountant must participate in and comply with the assessment process as prescribed by ICAZ from time to time.
- 27.2. The trainee must initiate the assessment forms and submit them further for review and completion.
- 27.3. The training officer must –
  - 27.3.1. keep a record of a trainee accountant's practical training experience, including time records, and the completed assessment forms for a period of three years after the discharge of a training contract or from the date that the trainee accountant left the training office; and
  - 27.3.2. at the end of the training contract, initiate, complete and submit to ICAZ the certificate of completion and the final assessment/training record in terms of section 49 of the By-Laws.
- 27.4. Failure by the trainee to initiate two successive assessment forms within the prescribed time frames, will lead to the extension of the training contract by six months.
- 27.5. Failure by the training office to complete the prescribed assessment forms within the prescribed time frames, may lead to disciplinary action, including but not limited to the de-accreditation of the training office.

### 28. Confirmations, validations and certificates

- 28.1. ICAZ will validate the following matters by providing written confirmation to the training officer, and where applicable, the trainee accountant, of –
  - 28.1.1. accreditation as a training office;
  - 28.1.2. registration as a training officer;
  - 28.1.3. registration of a change of training officer;
  - 28.1.4. registration of a training contract;
  - 28.1.5. remission in the term of a training contract;
  - 28.1.6. suspension of a training contract;
  - 28.1.7. extension of the term of a training contract;
  - 28.1.8. exemption from training under a training contract;
  - 28.1.9. cancellation of a training contract; and
  - 28.1.10. discharge of a training contract.
- 28.2. ICAZ will also issue the following certificates, as appropriate:
  - 28.2.1. Certificate of accreditation as a training office;
  - 28.2.2. Certificate of registration as an assessor;
  - 28.2.3. Certificate of Completion of the training contract and
  - 28.2.4. Certificate of discharge of the training contract to trainees.

[Back to table of contents](#)

## CHAPTER 7 - DISPUTE RESOLUTION AND DISCIPLINARY PROCESSES

### 29. Disputes and appeals

- 29.1. Should a trainee and his training officer be unable to resolve a dispute on a matter relating to the training contract, either party may appeal to ICAZ to arbitrate in the matter in terms of the approved arbitration process.
- 29.2. ICAZ requires that an aggrieved party to a training contract first seeks satisfaction by approaching the other party regarding his complaint, before declaring a dispute or lodging an appeal with ICAZ.
- 29.3. ICAZ's ruling in respect of the arbitration is final and binding on both parties.
- 29.4. Each party to the dispute bears any travel and other costs relating to the attendance of the arbitration proceedings.
- 29.5. ICAZ will under no circumstances arbitrate in disputes relating to the employment contract.

### 30. Disciplinary process

- 30.1. The Disciplinary rules as contained in ICAZ's Constitution, By-laws and Code of Professional Conduct apply to trainee accountants and training officers.
- 30.2. A training officer must bring to ICAZ's notice any circumstances that may constitute improper conduct on the part of a trainee accountant, and vice versa, in accordance with the procedures as prescribed in the By-Laws (Section 50) and Annexure 1.
- 30.3. Depending on the nature of the alleged misconduct, a complaint may be referred to any of the following committees for a decision:
  - 30.3.1. Education Committee; or
  - 30.3.2. ICAZ's Disciplinary Committee (See the By-laws); or
- 30.4. If a trainee is found guilty of improper conduct, the relevant committee must either -
  - 30.4.1. refuse the trainee permission to register a new training contract;
  - 30.4.2. impose conditions in respect of an existing or new training contract;
  - 30.4.3. extend the term of a training contract;
  - 30.4.4. refuse to recognise all or part of the previous training record/experience; and/or
  - 30.4.5. reprimand and/or caution the trainee accountant.
- 30.5. Sanctions that may be imposed by the committees referred to in this regulation are dealt with in the ICAZ By-laws.

[Back to table of contents](#)

## ANNEXURE 1

### COMPLAINTS PROCEDURE AND OTHER REFERRALS

Name of complainant	Format for detailing the complaint	ICAZ's role
Training officer OR Trainee accountant	<ol style="list-style-type: none"><li>1. The complaint must be in writing.</li><li>2. It must contain the following information:<ul style="list-style-type: none"><li>• Name of complainant</li><li>• Name of respondent/ other party</li><li>• Name of registered training office/approved training organisation</li><li>• Details of the complaint, together with any relevant supporting documents</li></ul></li></ol>	<ol style="list-style-type: none"><li>1. Upon receipt of the complaint, the Secretariat will acknowledge receipt</li><li>2. The complaint will then be forwarded to the respondent or the other party, for his response</li><li>3. If the Secretariat considers that there may be substance to the complaint, the respondent's response together with the complaint, will be submitted to the relevant committee for a decision</li><li>4. In certain instances, the respondent may be required to appear before a committee to respond to the allegations against him/her</li><li>5. The training officer and the trainee accountant will be informed of the decision that has been taken</li></ol>

[Back to table of contents](#)

## ANNEXURE 2

### ARBITRATION PROCESS IN THE EVENT OF A DISPUTE ABOUT A TRAINING CONTRACT

#### 1. Administrative procedures

ICAZ will inform the parties at least 10 working days in advance of the date of the arbitration meeting.

#### 2. Format of the arbitration meeting

- 2.1. Both parties, i.e. the training officer and the trainee, present their opening statements.
- 2.2. The complainant leads evidence and calls witnesses if necessary
- 2.3. The accused cross-examines the complainant and the witnesses
- 2.4. The complainant re-examines witnesses.
- 2.5. The accused presents his/her case, leads evidence and calls witnesses, if necessary
- 2.6. The complainant cross-examines the accused and the witnesses
- 2.7. The accused re-examines the witnesses.
- 2.8. The Chairperson asks questions of clarity to both parties and makes a ruling that is binding on both parties.

#### 3. Rules governing the proceedings

- 3.1. No party is allowed legal representation at the proceedings.
- 3.2. Documentary evidence is required (substantiated with sufficient proof), examples include:
  - Progress reviews/appraisals
  - Evaluations/assessments
  - Development plans
  - Targets/standards attained, etc.
- 3.3. The same witness may be called by both parties.
- 3.4. A witness may only be present at the hearing when giving evidence.
- 3.5. The proceedings will be in English and ICAZ may provide an interpreter if informed in advance.
- 3.6. The proceedings will be minuted (not verbatim).

#### 4. General information

- 4.1. Parties need to be well-prepared for the hearing.
- 4.2. Parties need to bring admissible evidence to support their case.
- 4.3. Sufficient copies of documentation need to be available for all parties.
- 4.4. The duration of the arbitration may take a minimum of four hours.

[Back to table of contents](#)

## **ANNEXURE 3 – RECOGNITION OF PRIOR LEARNING POLICY**

### **1. Definition**

The Recognition of Prior Learning (RPL) is a mechanism for the recognition of the achievement of one or more of the competencies prescribed by ICAZ, however obtained, and without the trainee having to go through any further learning intervention in respect of those specific competencies.

### **2. Objective**

RPL is a stepping stone to the further development of a trainee accountant and is intended to confer a benefit to the trainee accountant in the form of a remission in the term of his/her training contract.

### **3. Applying for RPL**

- 3.1. A prospective trainee accountant who wishes to apply for RPL must first enter into a training contract with a training office.
- 3.2. An RPL application to ICAZ must be made and finalized strictly within 12 months after the trainee has entered into a new learnership agreement (training contract) and ignorance of the policy or the Training Regulations in this regard will not be exempt or excused.
- 3.3. For RPL remission based on previous service under an ICAZ registered training contract, ICAZ may allow a remission of up to a maximum of the time served at the previous training office. A maximum of 12 months' remission may be granted for previous experience obtained outside of an ICAZ training contract.
- 3.4. The training officer or another registered assessor must follow the assessment process prescribed in paragraph 4 below, and if he is satisfied that there are skills and/or competencies that the trainee accountant had already acquired, for which credit may be granted, the training officer and the trainee accountant must complete and submit the following to ICAZ:
  - 3.4.1. the relevant RPL form prescribed by ICAZ; and
  - 3.4.2. the applicable fees.

### **4. Process of assessment for purposes of RPL**

- 4.1. The training officer or another registered assessor must assess the trainee accountant using the RPL form prescribed by ICAZ.
- 4.2. The trainee accountant must submit to the training officer either a portfolio of evidence of his previous work or any other relevant documentation in support of the application.
- 4.3. The training officer or another registered assessor must determine which competencies the trainee accountant has achieved, and compare them to the competencies prescribed by ICAZ.
- 4.4. Credit may be granted in respect of any competency achieved by a trainee accountant that matches a competency prescribed by ICAZ.
- 4.5. Based on the number of credits granted, the training officer must determine the length (in months) of remission to be granted, subject to 4.3 above.

### **5. Appeal procedure**

- 5.1. An aggrieved party in respect of the RPL process may appeal to ICAZ in terms of the procedure provided for in the ICAZ Training Manual.
- 5.2. The ICAZ decision will be binding on both parties.

### **6. EC's discretionary powers**

- 6.1. EC reserves the right to investigate any RPL application submitted to ICAZ.
- 6.2. Remission based on RPL is only valid once it has been recorded by ICAZ.

[Back to table of contents](#)

## ANNEXURE 4

### RULES FOR THE ACADEMIC TRAINEESHIP PROGRAMME

1. **The objectives of the academic traineeship programme (ATP)**
  - 1.1. To create an opportunity for intellectually gifted graduates to spend up to one year of their training contract in an academic working environment with a view to attracting them to an academic career in the longer term.
  - 1.2. To relieve staffing shortages in accountancy units by appointing a limited number of trainee accountants as junior lecturers.
2. **Eligibility**
  - 2.1. **Accountancy Units**

Eligibility is restricted to accountancy units–

    - 2.1.1. that offer programmes that are accredited by the Education Committee (EC);
  - 2.2. **Candidates**
    - 2.2.1. Candidates must –
      - 1) be in possession of a CTA or equivalent;
      - 2) have entered into a training contract, or be in possession of a written undertaking by an accredited training office that the candidate will enter into a training contract at the commencement of the academic traineeship;
      - 3) be selected on the basis of their academic excellence; and
      - 4) be recommended by the Head of an eligible accountancy unit.
  - 2.3. EC may determine minimum academic and other requirements to be met by candidates who wish to participate.
3. **Application and registration procedures**
  - 3.1. After identifying a prospective candidate the Head of the accountancy unit must, before offering the candidate an academic traineeship –
    - 3.1.1. make the rules of the EC available to the prospective candidate and discuss with the candidate his/her selection for and participation in the programme;
    - 3.1.2. ensure that the candidate meets such academic and other requirements as determined by EC;
    - 3.1.3. ensure that the candidate has entered into a training contract or is in possession of a written undertaking by an accredited training office that the candidate will enter into a training contract at the commencement of the academic traineeship; and
    - 3.1.4. liaise with the training officer of such training office to obtain the office's written agreement to academic traineeship for the candidate.
  - 3.2. Application for academic traineeship, suitably motivated, must be made **before** commencement of academic traineeship.
  - 3.3. The application, with the relevant supporting documents, must be submitted to ICAZ by the Head of the accountancy unit in conjunction with the trainee's Training Officer.
  - 3.4. The Head of the accountancy unit, the candidate academic trainee and the training officer must each give an undertaking to abide by the rules of the EC.
  - 3.5. Applications for academic traineeship will be considered for approval by the Chairman of EC .
  - 3.6. ICAZ will notify the Head of the accountancy unit and the training officer whether or not the candidate has been accepted into the EC.
  - 3.7. After approval has been granted the training officer will apply in the normal manner to register the training contract of the academic trainee accountant, if such training contract has not already been entered into.
  - 3.8. The commencement date of the training contract will be determined by the Head of the accountancy unit in conjunction with the Training Officer and will be as close as possible to the first day of the academic period in which academic traineeship is to be served.

#### **4. Terms and conditions**

- 4.1. An academic trainee accountant will, save for extensions following approved suspensions, serve a training contract of three years.
- 4.2. The period of the training contract will be completed in the accountancy unit and the rest of the training contract will be served at the training office.
- 4.3. The accountancy unit may determine such other criteria for participation in the ATP as it deems fit.
- 4.4. During the period of academic articles, the academic trainee accountant will be an employee of the education institution.
- 4.5. During the period of academic articles, the academic trainee accountant will maintain contact with the training officer who, whenever practicable, and in consultation with the Head of the accountancy unit, will arrange for the trainee's participation in training courses arranged by the training officer for trainee accountants in the Training Office.
- 4.6. For an academic trainee accountant the period completed in the accountancy unit will be deemed to be equivalent to one third of the required minimum hours of work attendance and core experience as required in terms of the training regulations.
- 4.7. The Head of the accountancy unit will, every six months, provide ICAZ and the Training Officer with a supervisor's report on the progress of the academic trainee accountant in the form as prescribed by ICAZ.
- 4.8. During the period of academic articles of an academic trainee's contract, the trainee will be subject to ICAZ's training regulations in so far as they apply. Thereafter the regulations will apply fully.

#### **5. Disqualification**

- 5.1. All arrangements in terms of the ATP will lapse and all recognition by ICAZ for time spent in an accountancy unit will be forfeited if the candidate fails to pass Part I of ICAZ's qualifying examination (QE) in the period of the academic articles.
- 5.2. Notwithstanding the provisions of 5.1, in the case of an academic trainee who does not write Part I of the QE for a valid reason (e.g. illness or bereavement) EC in its absolute discretion may allow such a trainee to continue with the period of academic traineeship at an accountancy unit and this time will be recognised on condition that the candidate passes Part I of the QE in the following sitting.

#### **6. Accreditation criteria applicable to accountancy units that wish to participate in the academic traineeship programme**

- 6.1. The ATP must be offered by an accountancy unit that offers a CTA or equivalent programme that is accredited by ICAZ.
- 6.2. In order to be accredited by ICAZ to participate in the ATP, an accountancy unit must provide evidence to the satisfaction of ICAZ that it meets the following conditions:
  - 6.2.1. The accountancy unit must provide ICAZ with a programme that sets out the activities of the academic trainee for the duration of the academic period;
  - 6.2.2. A suitably qualified, senior staff member must be tasked with assisting and supporting the academic trainee on a continuous basis;
  - 6.2.3. During the ATP, the trainee must be exposed to the following activities:
    - 1) Lecturing,
    - 2) Tutorials,
    - 3) Preparation of teaching material,
    - 4) Setting and marking of assessments; and
    - 5) Research.
  - 6.2.4. The academic trainee must be subject to six-monthly performance evaluation procedures by the Head of the accountancy unit.

[Back to table of contents](#)