

TRAINING CONTRACT

BETWEEN:

(1) (“the Student”); and

(2) (“the ATO”).

(Collectively referred to hereafter as “the parties”).

BACKGROUND:

- (A) The Student is a CA Student Member of ICAS, seeking to undertake training to achieve the CA qualification.
- (B) The ATO is an office which is registered by ICAS to provide training to CA Student Members.
- (C) The Student has signed a contract of employment with the ATO setting out rights, duties and obligations which each of the parties owes to the other.
- (D) This Training Contract sets out certain requirements which the Student and the ATO to follow in connection with the provision of training.

1. DURATION

- 1.1 Subject to clause 1.2 and having regard to the route to qualification which is being followed by the Student, the parties shall agree the duration of the Training Contract prior to its commencement.
- 1.2 The Training contract shall not have a duration of:
 - 1.2.1 less than 3 years; or
 - 1.2.2 more than 7 years.
- 1.3 The ATO shall ensure that the Student’s contract of employment adequately reflects the duration of the Training Contract.
- 1.4 Subject to clause 1.2, the parties may seek to extend the duration of the Training Contract beyond its intended term. The following is a non-exhaustive list of reasons for extension:
 - 1.4.1 the Student has been absent from work with the ATO for a continuous or cumulative period exceeding four weeks;
 - 1.4.2 the Student has been unable to satisfy the Relevant Practical Experience requirements prescribed by ICAS within the duration of the Training Contract.
- 1.5 The parties shall intimate the requirement for an extension under clause 1.4 to ICAS within 30 days.

2. OBLIGATIONS OF THE STUDENT

- 2.1 The Student shall devote a sufficient and reasonable level of time, care and attention to the training which is required to achieve the CA qualification, to include attendance at classes, completion of assessments and review of the relevant training materials.
- 2.2 The Student shall be bound by the terms of the [Charter, Rules and Regulations](#) of ICAS.
- 2.3 The Student shall act at all times in accordance with the fundamental principles in the [ICAS Code of Ethics](#) and shall avoid any actions which could adversely affect the reputation of ICAS, the ATO, or the profession of accountancy.
- 2.4 The Student shall not engage in practice, as defined by the Public Practice Regulations.
- 2.5 The Student shall record the Relevant Practical Experience in the manner and timescale prescribed by ICAS.

3. OBLIGATIONS OF THE ATO

- 3.1 The ATO shall ensure that this Training Contract is executed by the parties and is made available to ICAS upon request.
- 3.2 The ATO shall provide the Student with Relevant Practical Experience and such other training as might reasonably be required to achieve the CA qualification.
- 3.3 The ATO shall appoint a Counselling Member who shall ensure that the Student has access to a reasonable level of personal and professional assistance for the duration of the Training Contract.
- 3.4 The ATO shall review and record the Student's training in the manner prescribed by ICAS.
- 3.5 The ATO shall provide the student with appropriate paid time off to attend courses and to prepare and sit assessments in accordance with the requirements of the Student Handbook or the ATO's own policies.
- 3.6 The ATO shall take reasonable steps to ensure the Student is provided with access to wellbeing provisions and safeguarding support.
- 3.7 At the conclusion of the Training Contract, the ATO shall provide ICAS with such information and documentation as it may require to allow it to consider an application from the Student for admission to Membership.

4. OBLIGATIONS OF BOTH PARTIES

- 4.1 The parties shall provide ICAS with such information in connection with the Student's training as ICAS may request.
- 4.2 The parties shall reach an agreement as to who will be liable to pay to ICAS, or such other third party, any fees, subscriptions or other payments which are required in connection with the Student's training for the CA qualification.
- 4.3 The parties shall take all reasonable steps to resolve any disputes which may arise in connection with the Student's training for the CA qualification.

5. TERMINATION OF TRAINING CONTRACT

- 5.1 The Training Contract may be terminated in the following circumstances:
- 5.1.1 the parties agree to its termination;
 - 5.1.2 the Student has failed to comply with the ATO's policies for exam performance;
 - 5.1.3 either of the parties has committed a material breach of its obligations under the Training Contract which has not been remedied within a reasonable timescale;
 - 5.1.4 the Student's contract of employment has been terminated;
 - 5.1.5 the Student has been found liable to disciplinary action in accordance with [ICAS Rule 13 Investigations and Discipline](#).
- 5.2 The ATO shall ensure that notification of termination of the Training Contract is provided to ICAS within 30 days of the date of termination. The ATO shall be obliged to provide ICAS with such information as it may request in relation to the termination.

The duration of the Training Contract is months (minimum of 36 months).

Date of commencement of Training Contract:

CA Student Member signature:

Print CA Student Member's name in capitals

Counselling Member's signature

ICAS* membership number:

Name of ATO

*In the event that the Counselling Member is not an ICAS member the membership number of their relevant IFAC member body should be used.