

TRAINING AGREEMENT (CONTRACT) FOR ACA STUDENTS

Explanatory notes

Introduction

All ACA students must be issued with a Training Agreement. They must also be given a separate Employment Contract that includes the clauses given below.

Students should be shown a copy of the Training Agreement and Employment Contract when a formal offer of employment is made.

The Training Employer and the Student should both keep copies of the signed Training Agreement and Employment Contract. ICAEW may request a copy of the Training Agreement but a copy does **not** need to be provided when registering the Student.

Electronic copies

Word copies of the Training Agreement are available by:

- downloading a copy from our training website at icaew.com/employers or;
- contacting the ICAEW training department on +44(0)1908 248 038, or email training@icaew.com

Making changes to the Training Agreement

1. The Training Agreement must not be amended with the exception of those clauses or parts of clauses that are not in **bold** typeface.
2. Please note that where headings are in **bold** but the recommended clauses are in normal text, the Employer must insert alternative clauses if they do not wish to adopt those recommended.
3. The following clauses require information to be added:

Clause 2 - this requires the start date and length of the Training Agreement to be entered. A Training Agreement can last between 36 and 60 months, and

Clause 21b - this refers to the probationary period. The time scales should be amended to be compatible with the Student's Employment Contract.

Specific clauses that must be included in the Employment Contract

The following clauses relating to the relationship with ICAEW must be included in the Student's Employment Contract.

Mobility

The Student may be required to work at any location provided the work meets the criteria for Approved Training as specified by ICAEW.

Other business or occupation

The Student must not engage in public practice as described by ICAEW without the express written permission of the Training Employer, and then only in accordance with ICAEW's regulations.

Termination of the Training Agreement

Termination of the Training Agreement will, unless determined otherwise by the Training Employer, result in the termination of the Student's employment.

Specific guidance relating to clauses in the Training Agreement

Clause 1	Approved Training is defined as practical training and experience obtained at or from a Training Employer for the purpose of equipping the Student with the technical knowledge, work experience, professional skills and attitudes necessary for ICAEW membership.
Clause 4c Clause 6	ICAEW's website has additional information on the responsibilities of Training Employers with regards to the work place requirements of the ACA.
Clause 5	A Student must have a separate Employment Contract. This Training Agreement is not an Employment Contract.
Clause 8	Training Employers are required to give study leave. This is usually paid and therefore if a Training Employer is not intending to pay for study leave this must be specifically brought to the attention of the Student before the Training Agreement is signed.
Clauses 9-13	<p>Specific details of what is and is not included in a Student's study package must be included here. Please comment specifically on:</p> <ul style="list-style-type: none"> • what is and what is not paid for with regards to study leave and associated study costs • how many exam attempts will be paid for • deferral policy • re-sit arrangements and costs. <p>'Assessments' refer to exams: Certificate, Professional and Advanced Level.</p>
Clauses 15-17	The number of attempts at each paper needs to be included. Whilst these may vary between Training Employers the clauses themselves must not be removed as doing so will alter the provisions relating to the termination of the agreement. The maximum number of attempts for each paper under ICAEW regulations at the Certificate and Professional levels is four.
Clauses 21-23	With the exception of inserting the length of probationary period in 21(b) these must not be amended as they provide the link with the Employment Contract.
Clause 24	Any dispute over a Student's employment is governed by employment legislation and we would recommend that legal advice be taken in such circumstances.

ACA Training Agreement

The parties to this Training Agreement are:

THE STUDENT

Surname: _____ Forenames: _____

Private Address:

THE TRAINING EMPLOYER

Name of Training Employer:

Address:

1. This Training Agreement governs the Approved Training to be provided to the Student by the Training Employer for the purpose of equipping the Student with the technical knowledge, work experience, professional skills and attitudes necessary for ICAEW membership.
2. This Training Agreement begins on _____ and will continue until the Student has completed _____ months of Approved Training, subject to the provisions for termination as set out in clauses 21 and 22.
3. The Training Employer agrees to provide the Student with Approved Training throughout the duration of the Training Agreement.
4. The Student agrees to:
 - a. use every effort to achieve the standards of study specified in this Agreement
 - b. use every effort to achieve success in all assessments
 - c. undertake Professional Development and update training records within the online file on a six monthly basis
 - d. complete the ethical and professional scepticism requirement
 - e. make a proper contribution to the work of the Training Employer throughout the duration of the Training Agreement.
5. For the avoidance of doubt, this Training Agreement is not a Contract of Employment between the Student and the Training Employer.

Online training file and six-monthly reviews

6. The Student's progress to ICAEW membership will be reviewed at six monthly intervals by the Training Employer.
7. The Student will maintain their online training file and ensure their file is ready for review by the Training Employer when requested.

Study and assessment costs

- 8. For the first attempt at each ICAEW assessment the Training Employer undertakes to grant the Student paid study leave, as set out in 9 below, to complete a learning programme and attend the assessment.**
- 9. The Training Employer will pay for the following in respect of the Student's first attempt at each assessment, if employed by the Training Employer:**
 - a. the Student's salary in full
 - b. learning programmes in preparation for each Certificate, Professional and Advanced Level assessment
 - c. the assessment fee
 - d. ICAEW learning materials and the open book texts recommended by the ICAEW.
- 10. The Training Employer will only pay the Student's study costs, as set out in 9 above, if, when any payment is due, it has reason to believe that the Student will not have voluntarily left employment of the Training Employer at the time of the relevant exam sitting.**
- 11. Should the Student choose to follow an alternative learning programme, or study with a firm of tutors other than that specified by the Training Employer, the Training Employer:**
 - a. will not be liable to pay any additional costs resulting from this; and
 - b. will not necessarily grant the Student study leave for their chosen learning programme or course.
- 12. The Training Employer will defer a planned attempt at an assessment if it has reason to believe that the Student is inadequately prepared. Additional study and/or exam leave, and payment for additional tuition for the sitting of that exam will be at the Training Employer's discretion.**
- 13. The payment of re-sit costs will be the responsibility of the Student.**

Study and assessment performance

- 14. The Training Employer will inform the Student of their exam timetable and which subjects will be attempted at each sitting.**
- 15. The Student will be allowed two attempts at each Certificate Level assessment.**
- 16. The Student will be allowed two attempts at each Professional Level assessment.**
- 17. The Student will be allowed two attempts at each Advanced Level assessment.**
- 18. Whilst undertaking a learning programme for a particular set of assessments, the Student is expected to achieve the pass mark, as specified in advance of starting the learning programme by the tutors or the Training Employer, for all progress tests and mock exams.**

Entering for exams

- 19. The Student is responsible for entering for exams before the closing dates given by ICAEW.**
- 20. Should failure to submit the exam entry before the closing date result in the payment of additional fees, the Student will be liable for these fees.**

Termination

- 21. This Training Agreement may be terminated:**
 - a. by mutual agreement between the parties; or**
 - b. when in the first four weeks of this Agreement either party may for any reason give not less than seven days' notice in writing to the other; or**

- c. by the Training Employer giving four weeks' notice to the Student in writing, if it believes the Student lacks the capability to progress to ICAEW membership. Lack of capability may include, but is not confined to, the following:
 - poor study performance, ie, failing to achieve the standards specified in this Training Agreement;
 - poor performance in assessments, ie, failing to achieve the standards specified in this Training Agreement; or
 - d. by either party giving to the other a period of notice equal to the period of notice required by the Training Employer to terminate any Contract of Employment between the Student and the Training Employer.
22. This Training Agreement shall automatically terminate:
- a. upon termination of a Student's Contract of Employment with the Training Employer; or
 - b. on the date an order is made under ICAEW's Disciplinary Bye-Laws that the Student is declared unfit to become a member; or
 - c. when the Training Employer ceases to be authorised under ICAEW's Regulations.
23. This Training Agreement may not be altered or amended except as provided for in ICAEW's guidance.

Disputes

- 24. In the event of a dispute between the Training Employer and the Student concerning this Training Agreement, the dispute should be resolved according to the Training Employer's internal procedures. If the dispute cannot be resolved the matter can be referred by either party to ICAEW.
- 25. If there is any conflict between the terms of this Training Agreement and the terms of any Contract of Employment between the Student and the Training Employer, the terms of the Contract of Employment shall prevail.
- 26. This Agreement is governed by English law.

This has been executed on

Date:

Signed: *Student*

Student's name: (IN CAPITALS)

Signed: *Qualified Person Responsible for Training or authorised signatory*

Name of Training Employer:
