

## TOPP TRAINING REGULATIONS

Effective 16 July 2019

***NOTE: Words importing the masculine gender include all genders***

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## CHAPTER 1 - GENERAL PROVISIONS

### 1. AUTHORITY AND INTERPRETATION OF THE REGULATIONS

- 1.1. The Institute of Chartered Accountants of Namibia (ICAN), after consultation with relevant stakeholders, has determined that the following Training Regulations (“Regulations”) pertain to the training of trainee accountants outside of public practice.
- 1.2. These Regulations must be interpreted in a manner that is consistent with ICAN’s Constitution, By-laws, Code of Professional Conduct and any other applicable legislation of the Republic of Namibia, in order to give full effect to the objective of producing competent and professional chartered accountants.
- 1.3. The headings and sub-headings in these Regulations must not be taken into account in the interpretation of these Regulations.
- 1.4. The annexures referred to in the Regulations form part of these Regulations.
- 1.5. The explanatory notes, guidelines and templates are merely for clarification, and should be read in conjunction with these Regulations.
- 1.6. These regulations are fully adopted from and with the approval of the South African Institute of Chartered Accountants (SAICA).

### 2. DISCRETIONARY POWERS OF ICAN REGARDING TRAINING AND ACCREDITATION MATTERS

- 2.1. ICAN has the power, in its absolute discretion and 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 member of ICAN (also refer to **Regulation 30.3** and **Annexure 3**); 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 his training contract, is nevertheless disqualified for registration as a member of ICAN; and/or
  - 2.1.3. refuse to consent to any request or application relating to the training; (also refer to **Regulation 30.3**); 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 about ICAN’s decision in relation to training or accreditation matters is final and binding, provided all the relevant appeal procedures of ICAN have been exhausted.

### 3. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

In these Regulations, unless expressly stated otherwise or inconsistent with the context in which they appear, the terms used mean the following:

**“academic progress”** means the satisfactory completion of all or sufficient subjects to enable a trainee accountant to make one further year of progress towards the completion of an accredited BCom or accredited bridging programme. The trainee accountant must achieve at least one year of academic progress during any two calendar years. This progress is measured by passing the examinations of the accredited education institution;

**“academic trainee accountant”** means a trainee accountant who participates in an academic trainee accountantship programme and spends the first year of his training contract at an accredited education institution that offers an academic training programme accredited by the relevant professional body for this purpose;

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

**“accredited BCom”** means an undergraduate qualification accredited by ICAN;

**“accredited bridging Programme”** means a bridging programme accredited by the respective professional body and recognised by ICAN;

**“accredited education institution”** means an institution that awards a qualification accredited by the respective professional body and recognised by ICAN;

**“ANA”** means an Assessment Needs Analysis and refers to a form used as part of the assessment process to record a trainee accountant’s cumulative competence to date; analyse his developmental needs; and provide developmental and support plans on how these developmental needs will be addressed during the next evaluation period;

**“APC”** means the Assessment of Professional Competence, and is set by the APC Examinations Committee as one of the prerequisites for registration as a CA(Nam);

**“CA(Nam)”** means a Chartered Accountant (Namibia) who is registered as such with ICAN;

**“complaint”** means any information which is provided to ICAN in terms of the complaints procedure set out in Annexure 4 or any information which comes to ICAN’s attention through any other means, which may contravene the ICAN Constitution, By-laws or these Regulations;

**“compliance rating”** means the rating assigned to a training office following a re-accreditation visit, indicating the extent to which the training office has met ICAN’s accreditation criteria;

**“core experience hours”** refers to all time spent by a trainee accountant on work or activities related to the prescribed compulsory, elective and residual competencies and excludes academic studies;

**“CTA”** means a Certificate in the Theory of Accountancy or equivalent and refers to a post-graduate programme conferred by an accredited education institution and recognised by the respective professional body as a prerequisite for admission to its final qualifying examinations;

**“CTA1”** means a Post-Graduate Diploma in Accounting Sciences offered by the University of South Africa;

**“effective start date of a training contract”** means the date on which the ICAN training contract started, as indicated on the employment contract and agreed to by the trainee and the training officer;

**“elective, residual and compulsory competencies”** mean the competencies for the audit and assurance elective prescribed by a professional body in terms of the ICAN Training Programme.

**“employment contract”** means a contract or letter signed by the training office and the trainee accountant, which deals with the conditions of employment of the trainee accountant as provided for in the Republic of Namibia Labour Act, 2007, these training regulations and any other applicable legislation;

**“ITC”** means the Initial Test of Competence, a qualifying examination set by the Examinations Committee of ICAN as one of the prerequisites for registration as a CA(NAM);

**“ICAN”** means The Institute of Chartered Accountants of Namibia, and includes its Committees and Subcommittees;

**“notify”** means to communicate with ICAN in writing using the method or procedure prescribed by the relevant Regulation;

**“ordinarily resident”** means where the person has his usual or principal residence;

**“PAAB”** means The Public Accountants’ and Auditors’ Board in terms of the PAAB Act (Act 51 of 1951), and includes its Committees and Subcommittees;

**“pre-accreditation visit”** is a site visit conducted at a prospective training office to establish the extent to which the prospective training office meets the ICAN accreditation criteria as set out in Annexure 2 of these Regulations;

**“professional body”** means a body of, or representing, registered auditors or accountants, or both accountants and registered auditors and the body is accredited by the ICAN in terms of its Accreditation Model;

**“PSR”** means Professional Skills Review and refers to a form used as part of the assessment process to document and review the competence demonstrated by the trainee accountant in the prescribed professional competencies;

**“Qualifying examination”** means the qualifying examination set by the Examinations Committee of ICAN as one of the prerequisites for registration as a member;

**“re-accreditation visit”** means a routine site visit to a training office to establish the extent to which the training office meets the ICAN accreditation criteria, as set out in Annexure 2 of these Regulations;

**“registered assessor”** means a person qualified who has met the requirements as determined by ICAN for registration as an assessor. A training office is required to maintain a minimum ratio of one assessor for every 15 trainee accountants;

**“registered auditor”** means an individual registered as an auditor with the PAAB;

**“risk rating”** means the rating awarded to a training office, taking into account:-

- The latest compliance rating,
- Number of and reasons for training contract cancellations in the last 12 (twelve) months,
- Number of and reasons for training contract extensions in the last 12 (twelve) months,

- Number and nature of any trainee accountant complaints received in the last 12 (twelve) months,
- Response rate to trainee questionnaires,
- Responses to trainee questionnaires and the trainee exit survey,
- Performance of trainees in the relevant examination of the professional bodies and
- Any other information that ICAN is aware of that suggests that the training programme is not meeting other accreditation criteria.

**“RPL”** means recognition of prior learning which is the process through which the trainee accountants’ prior learning (or work experience) is recognised by reducing the remaining term of the training contract after assessment of the trainee against the prescribed competencies;

**“RAA”** means a registered auditor and accountant and refers to an individual or firm registered as an accountant and auditor with the PAAB;

**“SAICA”** means the South African Institute of Chartered Accountants, and includes its Committees and Subcommittees;

**“TSR”** means a Technical Skills Review and refers to a form used as part of the assessment process to document and review the competence demonstrated by the trainee accountant in the relevant technical competencies prescribed by ICAN;

**“trainee accountant”** means an individual who is employed by an accredited training office and who is serving under a ICAN training contract;

**“training contract”** means a contract, entered into and registered by ICAN, whereby a trainee accountant is duly bound to serve a training office for a specified period and is entitled to receive experience in the prescribed competencies, and which meets the requirements for a learnership agreement;

**“training office”** means an organisation, accredited by ICAN in terms of the accreditation criteria set out in Annexure 2 of these Regulations, whether within or outside the borders of Namibia, where prospective chartered accountants may be trained;

**“training officer”** means an individual who is a member of ICAN and who is responsible for performing the functions and duties ascribed to a training officer in terms of these Regulations;

**“TRECO”** means the Training and Education Committee of ICAN.

## CHAPTER 2 - ACCREDITATION AS A TRAINING OFFICE

### 4. REQUIREMENTS FOR ACCREDITATION AND RE-ACCREDITATION AS A TRAINING OFFICE

- 4.1. The main objective of accrediting a training office is to allow that office to train prospective auditors.
- 4.2. ICAN will consider and determine:–
  - 4.2.1. whether or not to accredit an organisation that has applied for accreditation;
  - 4.2.2. the accreditation period, i.e the duration of the accreditation of the training office;
  - 4.2.3. the accreditation quota, i.e. the maximum number of trainee accountants that an accredited training office is allowed to employ;
  - 4.2.4. the elective(s) that the training office may offer (Explanatory note: a training office may assign its trainee accountants to an elective according to its needs, within the limitation of the accreditation quota);
  - 4.2.5. whether or not to increase the accreditation quota if so requested by a training office on the prescribed form; and:
  - 4.2.6. whether or not to continue to accredit a training office.
- 4.3. In order to be accredited, the training office must meet or largely meet the accreditation criteria as prescribed by ICAN from time to time.
- 4.4. A training office (whether prospective or currently accredited) must:-
  - 4.4.1. demonstrate that it is economically sustainable and, in the case of organisations where trainees gain exposure based on allocation to client assignments, that it has an existing client base that will enable it to provide the prescribed range and depth of experience to prospective or current trainees;
  - 4.4.2. demonstrate that the trainees registered to that office are ordinarily resident within a reasonable distance from the accredited training office, albeit that the trainees may from time to time be required to perform their duties at another entity/unit/branch of the training office;
  - 4.4.3. comply with all the provisions of these Regulations relating to accreditation;
  - 4.4.4. ensure that a single assessor does not assess more than 15 trainees;
  - 4.4.5. The accreditation of a training office is valid for a specific period based on the risk rating achieved during the most recent re-accreditation visit, and continued accreditation is dependent on the office demonstrating, to ICAN's satisfaction through a process of re-accreditation visits, that it continues to meet the accreditation criteria contained in **Annexure 2**.
- 4.5. No organisation will be excluded from accreditation solely on the grounds of size or sector.
- 4.6. A training office (whether prospective or currently accredited) must demonstrate a commitment to provide the requisite experience for prospective chartered accountants and must provide adequate training structures/facilities.

## **5. LAPSE OR CANCELLATION OF ACCREDITATION**

- 5.1. Accreditation lapses automatically if no trainee accountants have been registered in a training office for a continuous period of 12 months, after which the organisation will have to re-apply for accreditation if it wishes to employ trainee accountants in the future.
- 5.2. Accreditation for a particular elective lapses automatically if no trainee accountants have registered for that elective in a training office for a continuous period of 12 months, after which the organisation will have to reapply for accreditation for the elective if it wishes to register trainee accountants for that elective in the future.
- 5.3. ICAN may cancel the accreditation of a training office that fails to comply with the Training Regulations.
- 5.4. In the event that a training office achieves a compliance rating of “4” for two successive re-accreditation visits, the office will be de-accredited.
- 5.5. A training office that has been de-accredited by ICAN may not apply for accreditation for 12 months from the date of de-accreditation. This does not apply in the case of de-accreditations referred to in 5.1 above.

### **Training Office Mentorship Programme**

- 5.6. Notwithstanding the provisions in 5.4 above, ICAN may, at its discretion make participation in a ICAN Training Office Mentorship Programme available to the training office.
- 5.7. The Mentorship Programme will be for a maximum period of 6 (six) months and the training office will be responsible for all costs associated with this programme.
- 5.8. Should a training office again achieve a rating of “4” following the completion of the Mentorship Programme, the office will be summarily de-accredited by ICAN. ICAN’s decision in this regard will be based on the nature and extent of the shortcomings identified during the visit conducted after conclusion of the Mentorship Programme.

## **6. MISREPRESENTATION REGARDING ACCREDITATION**

- 6.1. It is a punishable offence for a non-accredited organisation to employ a prospective trainee accountant or to misrepresent itself to a prospective trainee accountant as a training office.
- 6.2. It is a punishable offense for an accredited training office to employ a prospective trainee accountant if it does not have sufficient accreditation quota to accommodate the prospective trainee accountant.
- 6.3. Contravention of this Regulation is considered to be unprofessional conduct and will be dealt with in terms of the ICAN By-laws (Annexure 8).

## CHAPTER 3 - THE TRAINING OFFICER

### 7. REGISTRATION REQUIREMENTS

7.1. Each training office must register 1 (one) person with ICAN as a training officer. The training officer must be an employee (as defined in the Labour Relations Act) of the training office or an employee or partner of the partnership that is accredited as a training office. An individual may be appointed as the training officer at more than one training office within the same company/partnership (national training officer), subject to the following condition:

The prescribed ratio of registered assessors to trainee accountants must be maintained at those training offices where the training officer is based. The registered assessors must be ordinarily resident within a reasonable distance from the accredited training office and must be employees (as defined in the Labour Relations Act) of the training office or an employee or partner of the partnership that is accredited as a training office.

7.2. An individual may be appointed as the training officer at more than one separate, unrelated training offices subject to the following conditions:

7.2.1. The training officer must be a partner in or a director of all the training offices to which he has been appointed as training officer;

7.2.2. If the affected training offices collectively have more than (15) fifteen trainees, additional assessors, who are not the training officer and who are Chartered Accountants must be appointed such that the ratio of (15) fifteen trainees to 1 (one) assessor is not exceeded. The registered assessor(s) must be ordinarily resident within a reasonable distance from the accredited training office and must be employees (as defined in the Namibian Labour Act) of the training office or an employee or partner of the partnership that is accredited as a training office.

7.3. The training officer must be available for the duration of an accreditation or re-accreditation site visit at each accredited training office for which he is responsible.

7.4. The training officer must, on behalf of the organisation, accept responsibility for the training of trainee accountants, in accordance with the requirements of ICAN.

7.5. The person registered as a training officer must be a Chartered Accountant (CA) and a registered assessor and must meet all the requirements stipulated in these Regulations and the accreditation criteria as set out in **Annexure 2** of these Regulations.

7.6. A training officer must meet the requirements to be registered by ICAN as an assessor, within eight months from the date of accreditation as a training office or appointment as a training officer.

7.7. When a training office has failed to meet the re-accreditation criteria (i.e. achieved an overall compliance rating of "4" for its most recent re-accreditation site visit) the training officer and each assessor in the training office must attend the next scheduled ICAN Assessment Refresher Workshop.

- 7.8. The training officer must enjoy the full support of the top management of the training office and there must accordingly be direct reporting and communication lines between the training officer and executive management.
- 7.9. ICAN 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 in terms of the Regulations or the Code of Professional Conduct, by a committee of ICAN.

## **8. DUTIES OF A TRAINING OFFICER**

- 8.1. The training officer must fulfil his duties and responsibilities as set out in **Annexure 3** of these Regulations.
- 8.2. Failure by a training officer to perform the duties and responsibilities as set out in these Regulations is considered to be unprofessional conduct and will be dealt with in terms of the ICAN By-laws.

## **9. RESPONSIBILITIES OF EXECUTIVE MANAGEMENT IN RESPECT OF THE ICAN TRAINING PROGRAMME**

- 9.1. Although a 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.
- 9.2. The training of trainee accountants employed at the training office is the joint responsibility of the entire management of that training office.
- 9.3. Senior managers, partners or directors or an authorised person must:–
- 9.3.1. immediately notify ICAN of an imminent change in the circumstances that could affect the training of trainee accountants in an accredited training office; and
  - 9.3.2. appoint and register a replacement training officer on the prescribed form, when and if the need arises.

## **10. LIABILITY FOR FEES AND REIMBURSEMENT IN RESPECT OF SUCH FEES**

- 10.1. A training office, through its training officer, is liable for payment to ICAN of all fees (including late lodgement fees) in respect of the training contract, as prescribed by ICAN from time to time.
- 10.2. Late lodgement fees are payable by the training office for each month or part thereof that the lodgement of the requisite documents was overdue, calculated from the day following expiry of the due date for the submission of the said document/s.
- 10.3. Excessively late lodgement may be regarded as unprofessional conduct and will be dealt with in terms of the ICAN rules.

- 10.4. 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 ICAN in terms of ICAN By-law 7(b).
- 10.5. The disbursements referred to in **Regulation 10.4** relate only to those for the original cancelled training contract period and only to those for which the training office has not received credit from ICAN.
- 10.6. It is a contravention of ICAN's By-laws, and may be deemed to be unprofessional conduct, for a training officer to require a trainee accountant to reimburse the training office in respect of any disbursements not referred to in **Regulation 10.4**.
- 10.7. Any other claim which the training office may have against the trainee accountant in terms of the employment contract for study loans and/or bursaries paid by the training office may be enforced by relying on the provisions of the employment contract.
- 10.8. It is a contravention of ICAN's By-laws, and may be deemed to be unprofessional conduct, for a training officer to require a trainee accountant to reimburse the training office in respect of any disbursements not referred to in **Regulation 10.4**.

## CHAPTER 4 - THE TRAINEE ACCOUNTANT

### 11. DUTIES AND RESPONSIBILITIES OF A TRAINEE ACCOUNTANT

- 11.1. The trainee accountant must fulfil his duties and responsibilities as set out in **Annexure 2** of these Regulations.
- 11.2. Failure by a trainee accountant to perform any of the duties and/or responsibilities referred to in Regulation may be regarded as unprofessional conduct and will be dealt with in terms of the ICAN By-laws.

### 12. HOURS OF WORK AND OVERTIME

- 12.1. A trainee accountant must be in the employ of a training office and must work sufficient hours per day to enable him to achieve the prescribed core experience hours as defined in **Regulation 16.1**.
- 12.2. 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.

### 13. CONDITIONS OF EMPLOYMENT AND THE EMPLOYMENT CONTRACT

- 13.1. Training offices are entitled to specify their own criteria for recruitment as well as terms and conditions of employment for trainee accountants within the ambit of applicable legislation and these Regulations.
- 13.2. Notwithstanding the provisions of **Regulation 13.1**, failure by a trainee accountant or a training officer to comply with the provisions of applicable labour legislation may be regarded as unprofessional conduct and will be dealt with in terms of the ICAN By-laws.
- 13.3. The training office may not include as part of the conditions of employment, the requirement that any educational qualification or the applicable qualifying examinations be passed as a prerequisite for a trainee accountant to continue with his training contract.
- 13.4. Notwithstanding the provisions of **Regulations 14.1.2**, the training office may include as part of its conditions of employment, the requirement that the trainee must be enrolled for the CTA as a prerequisite for a trainee accountant to continue with his training contract.
- 13.5. The training office also may include as part of the conditions of employment, the requirement that the trainee must comply with the academic progress rule in respect of the CTA.
- 13.6. 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 conditions of the training contract and the provisions of these Regulations will prevail.

- 13.7. ICAN 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. ICAN therefore does not prescribe salaries, study or any other type of leave 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.

## CHAPTER 5 - TRAINING CONTRACT

### 14. ENTRY REQUIREMENTS FOR A TRAINING CONTRACT

- 14.1. The entry requirements for a ICAN training contract are –
- 14.1.1. confirmation by the trainee accountant that he has entered into an employment contract with the training office; and
  - 14.1.2. written evidence, in the form of a copy of a certificate, or an admission letter on the relevant university/educational institution letterhead, to the satisfaction of the training officer that the trainee accountant is:–
    - a) the holder of an accredited BCom or an accredited bridging programme, or
    - b) registered for an accredited BCom or an accredited bridging programme; or
    - c) registered for a course directly leading to an accredited BCom or an accredited bridging Programme.
  - 14.1.3. written confirmation, to the satisfaction of the training officer, that the trainee accountant is taking academic recess in terms of **Regulation 22**.
- 14.2. Where written evidence relating to a trainee accountant's enrolment cannot be provided in terms of **Regulation 14.1.2**, the trainee accountant 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 accountant must provide the training officer with proof of enrolment within ten months from the effective start date of the training contract.
- 14.3. Should the trainee fail to provide the proof of enrolment in terms of **Regulation 14.2**, the training officer must cancel the training contract. (Also see **Regulations 21.1.2**)

### 15. PROBATIONARY PERIOD

- 15.1. A basic probationary period of up to a maximum of six months, commencing on the date of employment in the capacity as a trainee accountant, is permissible, and may be stipulated in the employment contract.
- 15.2. A training office may not specify a probationary period for a trainee accountant that is not in accordance with **Regulation 15.1**.
- 15.3. Where, after expiry of the probationary period, the trainee accountant 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. However, the trainee accountant's training contract is only effective once it has been registered with ICAN.
- 15.4. 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 date on which the person becomes employed as a trainee accountant.

## 16. TERM AND HOURS OF A TRAINING CONTRACT

16.1. The basic term of a training contract and the required minimum hours of core experience, related to the prescribed compulsory, elective and residual competencies by the end of his/her training contract, at commencement of the training contract are as follows:

Qualification at the start of the training contract		Basic term of the training contract	Required minimum hours of core experience
16.1.1.	<ul style="list-style-type: none"> <li>• CTA or equivalent</li> <li>• Accredited BCom degree</li> <li>• Accredited bridging programme</li> </ul>	36 months	3600
16.1.2.1	<ul style="list-style-type: none"> <li>• Non-accredited BCom degree</li> <li>• B Tech degree</li> <li>• Non-relevant degree or equivalent</li> </ul>	48 months. Remission as stipulated in Regulation 16.2.2 is granted if the trainee accountant achieves the CTA or the CTA 1 or an accredited B Com degree or an accredited bridging programme	4800
16.1.2.2	<ul style="list-style-type: none"> <li>• National Diploma in Internal Auditing, Cost and Management Accounting or Taxation</li> <li>• National Higher Diploma in Internal Auditing, Cost and Management Accounting or Taxation</li> </ul>	48 months. Remission as stipulated in Regulation 16.2.2 is granted if the trainee accountant achieves the CTA or the CTA 1 or an accredited B Com degree or an accredited bridging programme	4800
16.1.3.	<ul style="list-style-type: none"> <li>• Matriculation certificate or equivalent</li> <li>• Any other educational qualification not listed above</li> </ul>	60 months. Remission as stipulated in Regulation 16.2.1 is granted if the trainee accountant achieves an accredited BCom, an accredited bridging programme or CTA or the CTA1	6000

16.2. Academic remission will be granted on the basis of:-

- 16.2.1. successful completion of an accredited BCom an accredited bridging programme, CTA1 or the CTA, during a 5 (five) year training contract by a trainee accountant contemplated in **Regulation 16.1.3**; or

- 16.2.2. successful completion of an accredited BCom, an accredited bridging programme, the CTA1 or the CTA during a 4 (four) year training contract by a trainee accountant contemplated in **Regulation 16.1.2**.
- 16.3. Academic remission will reduce the term of the training contract as follows:
- 16.3.1. If the trainee accountant completes the qualification referred to in **Regulation 16.2.1** during the first 12 (twelve) months of the training contract, the training contract expires 36 (thirty-six) months from the date on which the trainee accountant completed the degree;
- 16.3.2. If the trainee accountant completes the qualification referred to in **Regulation 16.2.1** during the last 12 (twelve) months of the training contract, the remission constitutes the remaining balance of the term of the contract;
- 16.4. If the trainee accountant completes the qualification referred to in **Regulation 16.2.1** or **16.2.2** at any other point in the training contract, the term of the training contract is reduced by 12 (twelve) months.
- 16.5. For purposes of **Regulations 16.3.1** and **16.3.2**, ICAN will consider the date of the completion of a qualification to be the closer of 30 June or 31 December of any year to the date on which the trainee accountant wrote the final paper to achieve the qualification.
- 16.6. Academic remission may only be granted once under the same training contract.

## **17. REGISTRATION OF A TRAINING CONTRACT**

- 17.1. The prospective trainee accountant must apply and the training office must approve the training contract within seven (7) months calculated from the effective start date of the training contract.
- 17.2. The trainee accountant must submit all supporting documents prescribed by ICAN together with his application for registration of the training contract.
- 17.3. The training officer must pay the applicable fees.

## **18. RECOGNITION OF PRIOR LEARNING**

- 18.1. The trainee may seek Recognition of Prior Learning (RPL) on the basis of:-
- 18.1.1. previous relevant experience gained under a ICAN training contract; and/or
- 18.1.2. previous relevant experience not gained under a ICAN training contract.
- 18.2. The trainee accountant must apply for RPL with ICAN, and the training officer must approve or decline the RPL application, within 12 (twelve) months of the effective start date of the training contract.
- 18.3. Where RPL is sought in terms of **Regulation 18.1.1**, the training officer may, based on his assessment of the trainee accountant, reduce the term of the contract by a period not

exceeding the time served by the trainee accountant under the previous ICAN training contract.

- 18.4. Where RPL is sought in terms of **Regulation 18.1.2**, the training officer may, based on his assessment of the trainee accountant, reduce the term of the contract by a period not exceeding 12 (twelve) months.
- 18.5. Temporary periods of employment, including vacation work, are not automatically recognised towards the fulfilment of the term of a training contract, and must be considered by the training officer in terms of **Regulation 18.1.2**.

## **19. SECONDMENT OF A TRAINEE ACCOUNTANT**

- 19.1. Secondment means the temporary transfer of a trainee accountant to another organisation for a defined period of time.
- 19.2. During the period of secondment, the trainee accountant must be involved in work that is relevant to the prescribed competencies as determined by ICAN.
- 19.3. The trainee accountant must remain a permanent employee of the training office and the original training contract must remain in force.
- 19.4. The training officer must remain responsible for the trainee accountant, regardless of whether or not the trainee accountant reports to the training officer during the period of the secondment, and the training officer remains responsible to ensure that the trainee accountant is assessed as prescribed by ICAN.

## **20. SUSPENSION OF A TRAINING CONTRACT**

- 20.1. The training officer and the trainee accountant must apply for the suspension of a training contract in the prescribed manner, and they must include with the application the supporting documents prescribed by ICAN.
- 20.2. The training officer and the trainee accountant must record the application for suspension within 30 (thirty) days after the commencement of the suspension.
- 20.3. The permissible grounds for the suspension of a training contract are –
  - 20.3.1. full-time study for a period of more than two months but no more than a total of 12 months over the total term of the training contract towards the achievement of an accredited degree, bridging programme or the CTA or equivalent; or
  - 20.3.2. maternity leave for a period in accordance with labour legislation; or
  - 20.3.3. severe illness, that prevents a trainee from continuing work under normal conditions.
- 20.4. Both the trainee accountant and the training office must agree to the suspension of a training contract on the grounds outlined in **Regulation 20.3.1, 20.3.2 and 20.3.3**.

- 20.5. 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.
- 20.6. Within 30 days after a trainee accountant has returned to the training office after an approved suspension of a training contract, the training officer must notify ICAN in the prescribed manner 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.
- 20.7. During the period of the suspension of the trainee accountant's contract, the trainee accountant remains subject to all the provisions of these regulations, including the academic progress rule (**Regulation 21.3**) but the trainee is not required to complete any assessment forms during this period.
- 20.8. ICAN 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.

## **21. CANCELLATION OF A TRAINING CONTRACT**

### **Cancellations that attract a cancellation penalty**

#### **General cancellation**

- 21.1. The training officer **must** cancel the trainee accountant's contract immediately if the trainee accountant:–
- 21.1.1. is no longer studying for a course that will eventually lead to an accredited BCom or an accredited bridging programme or equivalent. This includes circumstances where:–
- a trainee accountant is unable to gain admission in the next academic year to continue to study for an accredited degree or an accredited bridging programme or the CTA or equivalent, or
  - where a trainee accountant fails to sit for an examination or any examination paper related to an accredited BCom or an accredited bridging programme without a reasonable explanation, acceptable to the training officer, unless the trainee accountant is taking a calendar year academic recess in terms of **Regulation 22**;
- 21.1.2. does not provide the prescribed proof of enrolment within 10 (ten) months of the effective date of the training contract, in the case of a contract that is registered in terms of **Regulation 14.2**, unless the trainee accountant is taking a calendar year academic recess in terms of **Regulation 22**;
- 21.1.3. fails to return to the training office after a period of approved suspension of the training contract;
- 21.1.4. is absent from the training office in spite of ICAN's decision or the training office's decision not to grant an application for the suspension of the training contract;

- 21.1.5. has resigned from the training office or has voluntarily cancelled the training contract;
  - 21.1.6. has absconded;
  - 21.1.7. has been dismissed; or
  - 21.1.8. has been found guilty of any act or omission which at the discretion of ICAN, necessitates the cancellation of the training contract.
- 21.2. The Training officer **may** cancel the trainee accountant's training contract if the trainee fails to:-
- 21.2.1. initiate and/or correctly complete two successive assessment forms within the time frames prescribed by the training office's assessment policy.
  - 21.2.2. achieve all the prescribed competencies by the end of the training contract (also see **Regulation 26**).

**Cancellation due to the academic progress rule:**

- 21.3. Should the trainee accountant fail an academic year in an accredited undergraduate or bridging programme for the first time, the training officer **must**, within 30 (thirty) days of receiving the trainee accountant's results, issue a written notification to the trainee accountant, informing the trainee accountant that, should he fail the same academic year again in the following year of his training contract, **Regulation 21.4** will be applied.
- 21.3.1. The notification must also outline the options under **Regulation 21.4** and be signed by the training officer and the trainee accountant.
  - 21.3.2. Failure by the training officer to issue the notification does not negate any of the provisions of this section of the Regulations.
- 21.4. If the trainee accountant fails the same academic year in an accredited undergraduate or bridging programme for the second time, the training officer **must** either:-
- 21.4.1. cancel the training contract; OR
  - 21.4.2. allow the trainee accountant to continue under the existing training contract for one further academic year (a discretionary year).
- 21.5. Should the trainee accountant still be in contravention of the academic progress rule at the end of the discretionary year referred to in **Regulation 21.4.2**, the training officer **must** cancel the training contract, provided that such cancellation does not take place within 6 (six) months from the end of the training contract, in which case the training contract may be discharged, subject to **Regulation 24**.
- 21.6. The training officer must inform the trainee accountant in writing of which option outlined in **Regulation 21.4** has been applied, as well as the reasons for its application.

### **Disciplinary cancellation (also refer to Regulation 30)**

21.7. The training officer **must** cancel a training contract if:-

21.7.1. the trainee accountant has been found guilty of unprofessional conduct in terms of ICAN's regulations;

21.8. the training officer **may** cancel a training contract if:

21.8.1. the trainee accountant is found by the training office to have contravened these Regulations or breached the provisions of the training contract.

21.9. ICAN may cancel or instruct the cancellation of a training contract if:-

21.9.1. in the opinion of ICAN, the trainee accountant is disqualified from registration as a member of ICAN, despite meeting the other registration requirements; or

21.9.2. the trainee accountant fails to request for the contract to be discharged within three months after the end date of the training contract.

### **Entering into a new training contract following the cancellation of a previous contract**

21.10. Should a trainee accountant wish to continue with his training after his training contract has been cancelled on the grounds contemplated in **Regulations 21.1, 21.2, 21.4** and 21.7, the following are applicable:-

21.10.1. a new training contract must be entered into and lodged with ICAN in terms of **Regulation 17**; and

21.10.2. the trainee accountant may apply for RPL in terms of **Regulation 18**.

21.10.3. Notwithstanding **Regulation 21.10.2**, an automatic penalty of six (6) months will be imposed on the term of a new training contract following the cancellation of the previous one.

21.11. In the event that a trainee accountant with a previously cancelled contract, enters into a new training contract the trainee accountant will be required, under the new contract, to serve a minimum period of six months, after remission, penalties and any other adjustments to the term of contract have been made.

### **Cancellations that do not attract a cancellation penalty**

21.12. Notwithstanding the provisions of **Regulation 21.10**, the penalty on cancellation of a training contract is not imposed in circumstances where the contract is cancelled for the following reasons:

21.12.1. Relocation by the trainee accountant to a place from which he cannot reasonably commute to the existing training office. ICAN has the sole discretion to determine what circumstances constitute relocation. The relocation must arise from circumstances beyond the control of the trainee accountant, and must not result from the voluntary move by the trainee accountant from one training office to another;

- 21.12.2. Transfer of a trainee accountant between related offices of an accredited training office;
- 21.12.3. The merger or de-merger of training offices resulting in the trainee's position being made redundant;
- 21.12.4. De-accreditation of the training office by ICAN;
- 21.12.5. The training office has ceased to exist;
- 21.12.6. Retrenchment of the trainee accountant;
- 21.12.7. The trainee has been incapacitated; or
- 21.12.8. Cancellation of the training contract for purposes of full-time study. If the trainee successfully completes an accredited BCom or an accredited bridging programme or an accredited CTA between the date on which the previous contract was cancelled and the date on which the new contract was entered into, provided that:
  - a. the training officer had denied the trainee's application for suspension for full-time study (see **Regulation 20.3.1**), and
  - b. the period between the cancellation date of the original contract and the effective date of the new contract is not less than five months and not more than 24 months, and
  - c. the trainee does not cancel his training contract for purposes of full-time study more than once at undergraduate level and more than once at post-graduate level.

### **Administration of cancellations**

- 21.13. The training officer, and where appropriate, the trainee accountant, must notify ICAN of the cancellation of the training contract in the prescribed manner, and must include all supporting documents prescribed by ICAN.
- 21.14. The notification of cancellation must be lodged within 30 (thirty) days after the date of the cancellation of the training contract.
- 21.15. ICAN may investigate all the circumstances relating to a cancellation, and the cancellation of a training contract will only become effective once ICAN has confirmed the cancellation.
- 21.16. Termination of an employment contract automatically leads to the cancellation of a training contract, but the converse does not necessarily have the same effect.

## **22. ACADEMIC RECESS**

- 22.1. Notwithstanding the provisions of **Regulations 21.3** and **21.4**, a trainee accountant who is studying towards either an accredited undergraduate or bridging programme or the CTA or equivalent, is permitted to take one recess period of a maximum of 12 (twelve) months from his academic studies, at any point in his contract, with the restriction that only one recess per contract term is allowed.

- 22.2. The trainee will be exempt from the academic progress requirement during the academic recess period.
- 22.3. The permissible grounds for an academic recess are:–
- 22.3.1. financial hardship;
  - 22.3.2. severe illness; or
  - 22.3.3. family responsibility.
- 22.4. The trainee accountant must apply in advance for the academic recess in the prescribed manner.
- 22.5. In the case where the training officer declines the trainee’s application, the trainee may appeal to ICAN if, in his view, the training office has unreasonably withheld his approval.

### **23. EXTENSION OR CANCELLATION OF A TRAINING CONTRACT**

- 23.1. If the trainee accountant has not achieved the required number of core hours, the training officer, after having issued the written notification referred to in **Regulation 26.2**, **must** apply for an extension of the training contract for a minimum of 3 (three) months and up to a maximum of 12 (twelve) months with the purpose of allowing the trainee accountant to gain the required core hours.
- 23.2. If the trainee accountant has not achieved the required competencies, after having issued the written notification in **Regulation 26.2**, the training officer **may** choose to either apply for the cancellation of the training contract **or** apply for the extension of the training contract for a minimum of 3 (three) months and up to a maximum of 12 (twelve) months if the trainee accountant, after having been given exposure to all the relevant prescribed competencies, will not have achieved competence in all the prescribed compulsory, elective and residual competencies by the registered end date of his training contract (also see **Regulations 21.2.2** and **26.4**).
- 23.3. Should the trainee achieve the prescribed core experience hours or achieve competence in all the prescribed compulsory, elective and residual competencies before the end of the extended training contract period, the training officer may discharge the contract.
- 23.4. If, by the end of the extended period of the training contract, the trainee accountant has not achieved the prescribed core experience hours or competence in all the prescribed competencies, the training contract **must** be cancelled.
- 23.5. The training officer must notify ICAN of the extension of the training contract in the prescribed manner and 30 (thirty) days before the original end date of the training contract.
- 23.6. ICAN may investigate the reasons for an extension and may, where appropriate, require additional information from the training officer regarding the extension.

- 23.7. ICAN may reverse the extension if, in its opinion, the training officer's reasons do not justify such extension.

## **24. DISCHARGE OF A TRAINING CONTRACT**

- 24.1. The training officer and the trainee accountant must request that the training contract be discharged within 60 (sixty) days after the end date of the training contract if the trainee accountant has –

24.1.1. completed the prescribed minimum hours of core experience;

24.1.2. completed the full term of the contract, including approved remissions, extensions and any penalties; and

24.1.3. achieved the following competencies prescribed by ICAN:

- a. the compulsory competencies;
- b. at least one, but no more than 3 (three), elective competencies; and
- c. the remaining relevant residual competencies.

- 24.2. If the trainee accountant is in possession of an accredited degree or equivalent, ICAN will, upon receipt of the Certificate of Completion from the training officer, discharge the training contract and issue a Confirmation of Discharge.

- 24.3. Notwithstanding the receipt of the Certificate of Completion from the training officer, if the trainee accountant is not in possession of an accredited degree, bridging programme or the CTA1, or equivalent, ICAN will not discharge the training contract nor issue a Confirmation of Discharge. Instead, the trainee accountant's contract will be deemed to have been completed but not yet discharged and ICAN will issue a confirmation of completion.

- 24.4. If all the requirements for the discharge of a training contract have been met, ICAN will provide the trainee accountant with a Confirmation of Discharge and the training officer with confirmation that the discharge has been registered.

- 24.5. Should the training contract be discharged more than 5 (five) years after the date on which the term of the training contract was completed, the training officer will only upon request be provided with a confirmation that the discharge has been registered.

## **25. EXEMPTION FROM TRAINING UNDER A TRAINING CONTRACT**

- 25.1. Application for exemption from training under a training contract is applicable to individuals who are not currently under a training contract.

- 25.2. Application must be made in writing to ICAN and ICAN may grant or refuse such an application in its sole and absolute discretion.

- 25.3. Only the following persons may apply for an exemption under a training contract:

25.3.1. persons who have successfully completed the ITC,

25.3.2. persons who meet the conversion requirements as stipulated in the reciprocity agreements that ICAN has with other professional bodies.

25.4. Applicants must provide the following information in support of their applications:

25.4.1. academic transcripts;

25.4.2. curriculum vitae;

25.4.3. portfolio of work;

25.4.4. Evidence from employers and associates of work performed and responsibilities fulfilled; and

25.4.5. Any other relevant evidence.

25.5. Applicants may be required to undergo an assessment in the manner prescribed by ICAN.

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

### 26. NOTIFICATION IN RESPECT OF A TRAINEE WHO IS UNLIKELY TO ACHIEVE COMPETENCE AND/OR PRESCRIBED CORE EXPERIENCE HOURS

- 26.1. A trainee accountant must gain experience and achieve competence in all the prescribed competencies, and must achieve the minimum core experience hours prescribed by ICAN from time to time.
- 26.2. If the trainee accountant is unlikely to have achieved all the prescribed competencies or minimum core experience hours by the end of the training contract, the training officer must issue a written notification to the trainee accountant, no later than 5 (five) months before the end of the training contract, that the training contract is unlikely to be completed.
- 26.3. The written notification must:-
- 26.3.1. list the competencies in which the trainee accountant has not yet achieved competence and/or indicate the number of core experience hours the trainee must still achieve;
  - 26.3.2. outline a developmental plan to enable the trainee accountant to achieve the required competence or core experience hours by the end of the training contract;
  - 26.3.3. inform the trainee accountant that, notwithstanding the completion of the developmental plan as outlined in the notification, that:
    - a. failure to achieve the minimum core experience hours will nevertheless result in the extension of the training contract at the end of the training contract in terms of **Regulation 23.1**, and
    - b. failure to achieve the prescribed competencies may result in the extension or the cancellation of the training contract at the end of the training contract period in terms of **Regulation 23.4**;
  - 26.3.4. be signed by the training officer and the trainee accountant.
- 26.4. If, by the end of the training contract, the trainee accountant has still not achieved the competencies as prescribed by ICAN, the training officer must either extend or cancel the training contract (also see **Regulation 23.1** and **23.2**).

### 27. ASSESSMENT OF A TRAINEE ACCOUNTANT'S COMPETENCE

- 27.1. Both the training officer and the trainee accountant must participate in and comply with the accreditation criteria as prescribed by ICAN in these Regulations and the official ICAN Assessment Policies and the ICAN Assessment Forms.
- 27.2. The training officer must keep a record of a trainee accountant's practical experience, including time records, and the completed assessment forms for a period of 3 (three) years after the discharge of a training contract or from the date that the trainee accountant left the training office.

## CHAPTER 7 – DISPUTE RESOLUTION AND DISCIPLINARY PROCESSES

### 28. CONFIRMATIONS, VALIDATIONS AND CERTIFICATES

28.1. ICAN 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. exemption from training under a training contract;
- 28.1.6. cancellation of a training contract; and
- 28.1.7. discharge of a training contract.

28.2. ICAN will also issue the following certificates, as appropriate:

- 28.2.1. Certificate of registration as a registered assessor.

### 29. DISPUTES

#### Disputes between trainees and training officers

- 29.1.1. Should a trainee accountant and his training officer be unable to resolve a dispute on a matter relating to the training contract, either party may refer the dispute to ICAN for arbitration.
- 29.1.2. The decision of the arbitrator will be final and binding on both parties, therefore no party can appeal this decision.

29.2. The arbitration process is explained in detail in **Annexure 5** of these Regulations.

- 29.2.1. ICAN requires that the aggrieved party to a training contract first seek satisfaction by approaching the other party regarding his complaint, before declaring a dispute or referring the matter to ICAN for arbitration.
- 29.2.2. Each party to the dispute will bear any travel and other costs relating to the attendance of the arbitration proceedings.

29.3. ICAN will under no circumstances arbitrate in disputes relating to the employment contract and such disputes must be referred to the Labour Commissioner or other relevant bodies.

29.4. ICAN will only be involved in a matter relating to an employment contract where the dispute has a direct bearing on the training contract/s, such as retrenchment.

## Disputes between trainees and ICAN

- 29.5. Should a trainee accountant feel aggrieved by the manner in which the ICAN Secretariat has applied/interpreted the Training Regulations, the trainee accountant may refer the matter to the relevant Subcommittee of ICAN for an appeal.
- 29.6. The appeal to the relevant Subcommittee of ICAN is made by notifying the ICAN Secretariat of the intention to appeal their decision.
- 29.7. A decision made by the relevant Subcommittee of ICAN may also be appealed to the ICAN Council.
- 29.8. The decision made by the ICAN Council is final and binding.

## 30. DISCIPLINARY PROCESS

- 30.1. The Disciplinary Rules contained in ICAN's By-laws apply to trainee accountants and training officers.
- 30.2. A training officer must bring to ICAN's attention any circumstances that may constitute unprofessional conduct on the part of a trainee accountant, and vice versa, in accordance with the procedures prescribed in **Annexure 4** of these Regulations.
- 30.3. If the complaint relates to an allegation of improper conduct, a fit and proper hearing by the Investigation Committee of ICAN, will be conducted to determine whether a trainee accountant is fit and proper to continue with an existing training contract or to register a new contract.
- 30.4. If the complaint relates to an allegation of improper conduct, a fit and proper hearing, by the Investigation Committee of ICAN, will be conducted to determine whether a training officer is fit and proper to continue as an existing training officer.
- 30.5. If a trainee accountant or a former trainee accountant is found guilty of improper conduct, the relevant committee must:-
  - 30.5.1. cancel an existing training contract;
  - 30.5.2. refuse the prospective trainee accountant permission to register a new training contract;
  - 30.5.3. impose conditions in respect of an existing or new training contract;
  - 30.5.4. extend the term of a training contract;
  - 30.5.5. refuse to recognise all or part of the previous training record/experience; and/or
  - 30.5.6. reprimand and/or caution the trainee accountant.
- 30.6. If a training officer or former training officer is found guilty of improper conduct, the relevant Committee must apply the appropriate penalty.

## **CHAPTER 8 – TRANSITIONAL ARRANGEMENTS AND COMMENCEMENT**

### **31. REPEAL AND TRANSITIONAL ARRANGEMENTS**

- 31.1. Any matter requiring a decision that was submitted to ICAN before these Regulations came into effect, will be dealt with and finalised in terms of the applicable Training Regulations, as if these Regulations, had not come into operation.
- 31.2. ICAN will consider the date indicated on each submission as the effective date when determining which Training Regulations should be applied.

### **32. SHORT TITLE, COMMENCEMENT AND AMENDMENTS**

- 32.1. These Regulations, which are applicable to all current and new training contracts, will be known as the ICAN Training Regulations 2019, and will come into operation on 16 July 2019, except where otherwise indicated.
- 32.2. Any amendments of or additions to these Regulations that may affect the training contract are deemed to have been incorporated in the training contract upon promulgation, notwithstanding that notice of such amendments or additions may not have been given to the parties.

## ANNEXURE 1 - ACCREDITED ACADEMIC QUALIFICATIONS

University Name	Undergraduate Qualification	Bridging Programme	CTA or equivalent (post graduate programme that allows access into part one of the qualifying examination)
Independent Institute of Education – <b>Monash South Africa</b>	<b>B Bus Sci (Acc)</b> Bachelor in Business Science with a specialisation in Accounting 2012 onwards	Not offering	<b>PG Dip (Acc)</b> Post graduate Diploma in Accounting 2013 onwards
Independent Institute of Education – <b>Varsity College</b>  Sandton, Durban Pretoria, Cape Town	<b>B Acc</b> Bachelor of Accounting  2019 onwards 2020 onwards	Not offering	Not offering
Institute of Accounting Science	Not offering	Not offering	<b>PG Dip (Acc)</b> Postgraduate Diploma in Accounting 2018 onwards
Milpark Education	Not offering	Not offering	<b>PGDA</b> Postgraduate Diploma in Accounting 2019 onwards
Nelson Mandela University	<b>B Com (Accounting for Chartered Accountants)</b> Bachelor of Commerce (Accounting for Chartered Accountants)  <b>B Com (Ratorionum)</b> Bachelor of Commerce (Rationium) CA modules only	<b>PGDA</b> Postgraduate Diploma in accountancy 2013 onwards	<b>PGDA</b> Postgraduate Diploma in Accounting 2017 onwards  <b>B Com Hons (Accounting)</b> Bachelor of Commerce Honours (Accounting)
North-West University	<b>B Com (Chartered Accountancy)</b> Bachelor of Commerce (Chartered Accountancy)  <b>B Com (Forensic Accountancy)</b> Bachelor of Commerce (Forensic Accountancy)	<b>B Com Hons (Financial Accountancy)</b> Bachelor of Commerce Honours (Financial Accountancy) 2014 onwards	<b>B Com Hons (Chartered Accountancy)</b> Bachelor of Commerce Honours (Chartered Accountancy) Up to 2019  <b>PGDA</b> Postgraduate Diploma in Accountancy 2020 onwards
Rhodes University	<b>B Com</b> Bachelor of Commerce (with CA subjects)	Not offered	<b>PGDA</b> Postgraduate Diploma in Accounting  <b>B Com Hons (Financial Accounting)</b> Bachelor of Commerce Honours (Financial Accounting)
University of Cape Town	B Com Financial Accounting (CA Stream) Bachelor of Commerce Financial Accounting (Chartered Accountancy Stream)  <b>B Bus Sci Finance (CA Stream)</b> Bachelor in Business Science Finance (Accounting) (Chartered Accountancy Stream)	Not offered	<b>PGDA</b> Postgraduate Diploma in Accounting

University Name	Undergraduate Qualification	Bridging Programme	CTA or equivalent (post graduate programme that allows access into part one of the qualifying examination)
University of Fort Hare	<p><b>B Com (Accounting)</b> Bachelor of Commerce (Accounting) 3 year programme</p> <p><b>B Com (Accounting)</b> Bachelor of Commerce (Accounting) 4 year programme</p>	Advanced Diploma in Accounting	<p><b>PGDA</b> Postgraduate Diploma in Accounting</p>
University of Free State	<p><b>B Acc</b> Bachelor of Accounting</p>	<p><b>B Com Hons (Accounting)</b> Bachelor of Commerce Honours (Accounting)</p> <p><b>PGDip (GA)</b> Postgraduate Diploma (General Accountancy)</p>	<p><b>B Acc Hons</b> Bachelor of Accounting Honours</p> <p><b>PGDip (CA)</b> Postgraduate Diploma (Chartered Accountancy)</p>
University of Johannesburg	<p><b>B Acc</b> Bachelor of Accounting 2012 onwards</p> <p><b>B Com (Accounting)</b> Bachelor of Commerce (Accounting)</p>	<p><b>BCTA</b> Bridging Certificate in the Theory of Accounting</p>	<p><b>PGDAS</b> Bridging Certificate in the Theory of Accounting. 2017 onwards</p> <p><b>B Com Hons (Accounting with specialization in Chartered Accountancy)</b> Bachelor of Commerce Honours (Accounting with specialization in Chartered Accountancy)</p>
University of Kwazulu-Natal	<p><b>B Com (Accounting)</b> Bachelor of Commerce (Accounting)</p>	Not offered	<p><b>PGDA</b> Postgraduate Diploma in Accounting</p> <p><b>B Com Hons (Accounting)</b> Bachelor of Commerce Honours (Accounting)</p>
University of Limpopo	<p><b>B AccSc – Bcompt</b> Bachelor of Accounting Science 2014 onwards</p>	<p><b>B Com Hons (Accountancy)</b> Bachelor of Commerce Honours (Accountancy) 2016 onwards</p>	<p><b>PGDA</b> Postgraduate Diploma in Accounting  2017 onwards</p>
University of Pretoria	<p><b>B Com (Accounting Sciences)</b> Bachelor of Commerce (Accounting Science)</p>	Not offered	<p><b>PGDA</b> Postgraduate Diploma in Accounting &amp; <b>CTA</b> Certificate in the Theory of Accountancy</p>

University Name	Undergraduate Qualification	Bridging Programme	CTA or equivalent (post graduate programme that allows access into part one of the qualifying examination)
University of South Africa	<p><b>BCompt (Financial Accounting)</b> Bachelor of Accounting Sciences in Financial Accounting (NOT Internal audit and Management Accounting and Taxation)</p> <p><b>BCompt (Financial Accounting)</b> (Foundation Stream) Bachelor of Accounting Sciences in Financial Accounting (Foundation Stream)</p>	<p><b>Adv.Dip. (Accounting Sciences)</b> Advanced Diploma in Accounting Sciences</p>	<p>CTA (Level 1) Postgraduate Diploma in Accounting Sciences</p> <p>&amp;</p> <p>CTA (Level 2) Postgraduate Diploma in Applied Accounting Sciences</p>
University of Stellenbosch	<p><b>B Acc</b> Bachelor of Accounting</p> <p><b>B Acc LLB</b> Bachelor of Accounting and Bachelor of Laws</p>	Not offered	<b>B Acc Hons</b> Bachelor of Accounting Honours
University of Western Cape	<p><b>B Com (Accounting)</b> Bachelor of Commerce (Accounting)</p>	<p><b>ADA</b> Advanced Diploma in Accounting</p>	<p><b>B Com Hons (Accounting)</b> Bachelor of Commerce Honours (Accounting)</p> <p><b>PGDA</b> Postgraduate Diploma in Accounting</p>
University of the Witwatersrand	<p><b>B Acc Sci</b> Bachelor of Accounting Sciences</p>	Not offered	<p><b>PGDA</b> Postgraduate Diploma in Accounting</p> <p><b>B Acc Sci (Hons)</b> Bachelor of Accounting Sciences with Honours</p>
University of Zululand	<p><b>B Com (Accounting Sciences)</b> Bachelor of Commerce in Accounting Science 2018 onwards</p>	Not offered	Not offered
Walter Sisulu University	<p><b>BCompt</b> Bachelor of Accounting Sciences 2017 onwards</p>	Not offered	Not offered

## **ANNEXURE 2 - ACCREDITATION CRITERIA**

Refer to the Policy relating to the Accreditation and Re-Accreditation of Training Offices for the relevant accreditation criteria.

## **ANNEXURE 3 - DUTIES OF THE TRAINING OFFICER AND THE TRAINEE ACCOUNTANT**

### **1. Duties of the training officer**

The training officer must:

- 1.1. Give the trainee accountant every reasonable opportunity to obtain sufficient exposure to the prescribed competencies, as defined by ICAN from time to time, to enable him to apply his knowledge in a variety of relevant situations;
- 1.2. Train the trainee accountant in the standards of professionalism and ethics, which are expected of registered accountants and auditors;
- 1.3. Comply with his duties in terms of all applicable legislation, including, but not limited to, -
  - 1.3.1. The Labour Act, No. 11 of 2007
  - 1.3.2. The Affirmative Action Act, No. 29 of 1998
- 1.4. Provide appropriate facilities to train the trainee accountant;
- 1.5. Provide the trainee accountant with adequate supervision;
- 1.6. Conduct assessment, or cause it to be conducted;
- 1.7. Provide trainee accountants with appropriate support to achieve academic progress.
- 1.8. Keep up to date records of training and experience and periodically discuss the trainee accountant's progress with him;
- 1.9. Advise the trainee accountant of:
  - 1.9.1. the terms and conditions of his employment contract, and
  - 1.9.2. the training office policies and procedures;
- 1.10. Apply the same disciplinary, grievance and dispute resolution procedures to the trainee accountant as to any other employee;
- 1.11. The trainee accountant must be employed in the office of the organisations firm that has been accredited by ICAN;
- 1.12. Fulfil the obligations imposed on him by ICAN, pertaining to the training of a trainee accountant;
- 1.13. Bear the cost of fees (including late lodgement penalties) payable to ICAN in terms of the training contract and any other applicable fees;

- 1.14. Inform ICAN in writing of circumstances where, in the opinion of the training officer the trainee accountant has conducted himself in a manner that may constitute unprofessional conduct; and
- 1.15. Make available to ICAN all documents regarding the alleged improper conduct of the trainee accountant, including the transcript of any disciplinary hearing leading to the trainee accountant's dismissal from the training office.

## **2. Duties of the trainee accountant**

The trainee accountant must:

- 2.1. Diligently serve the training office in the profession of a chartered accountant;
- 2.2. Diligently pursue his studies in the theory and practice of the profession of a chartered accountant and notify the training officer immediately should he cease to be registered for a course that would lead to the eventual award of an accredited undergraduate or bridging programme;
- 2.3. Not engage in any other business or occupation during the currency of his training contract without the express written authority of the training officer;
- 2.4. At all times keep the affairs of the training office and its clients confidential and not breach any codes of professional conduct, disciplinary rules or by-laws that apply to the profession of a chartered accountant;
- 2.5. Comply with the training office policies and procedures;
- 2.6. Complete any timesheets;
- 2.7. Complete assessment forms within the prescribed time frames and completion guidelines;
- 2.8. Agree that the training officer will be entitled, and is authorised to, disclose to ICAN any circumstances which in the opinion of the training officer may constitute improper conduct on the part of the trainee accountant. The trainee accountant must further agree to the training officer making available to ICAN all information regarding disciplinary procedures in the training office in which the trainee accountant may have been involved, including the record of those procedures; and
- 2.9. Prior to leaving the training office and within 30 days after completion of the duration of the training contract, apply for the training contract to be discharged.

## ANNEXURE 4 - COMPLAINTS PROCEDURE AND OTHER REFERRALS

Name of complainant	Format for detailing the complaint	ICAN's role
Training officer OR Trainee accountant	<ol style="list-style-type: none"> <li>1. The complaint must be in writing in the form of a sworn affidavit;</li> <li>2. The complaint 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 training office; and</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 thereof.</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 the relevant committee to respond to the allegations against him.</li> <li>5. The training officer and the trainee accountant will be informed in writing of the decision that has been taken.</li> </ol>

## **ANNEXURE 5 - ARBITRATION PROCESS IN THE EVENT OF A DISPUTE ABOUT A TRAINING CONTRACT**

ICAN will inform the parties at least ten working days in advance of the date of the arbitration meeting.

### **1. Format of the arbitration meeting**

- 1.1. Both parties, that is, the training officer and the trainee accountant, present their opening statements.
- 1.2. The training officer leads evidence and calls witnesses if necessary.
- 1.3. The trainee accountant cross-examines the training officer and the witnesses.
- 1.4. The training officer re-examines witnesses.
- 1.5. The trainee accountant presents his case, leads evidence and calls witnesses, if necessary.
- 1.6. The training officer cross-examines the trainee accountant and the witnesses.
- 1.7. The trainee accountant re-examines the witnesses.
- 1.8. The Chairperson asks questions of clarity to both parties.
- 1.9. The Chairperson makes a ruling that is binding on both parties.

### **2. Rules governing the proceedings**

- 2.1. No party is allowed legal representation at the proceedings.
- 2.2. Documentary evidence is required (substantiated with sufficient proof). Examples include, but are not limited to:
  - 2.2.1. Progress reviews/appraisals,
  - 2.2.2. Evaluations/assessments,
  - 2.2.3. Development plans, or
  - 2.2.4. Targets/standards attained.
- 2.3. The same witness may be called by both parties.
- 2.4. A witness may only be present at the hearing when giving evidence.
- 2.5. The proceedings will be in English and ICAN may provide an interpreter if informed in advance.
- 2.6. The proceedings will be minuted (not verbatim).

### **3. General information**

- 3.1. Parties need to be well prepared for the hearing.
- 3.2. Parties need to bring admissible evidence to support their case.
- 3.3. Sufficient copies of documentation need to be made available for all parties.
- 3.4. The duration of the arbitration proceedings may take four hours or more.

## **ANNEXURE 6 - APPEALS OF ASSESSMENT DECISIONS**

### **1. Introduction**

- 1.1 The aim of the appeals process is to ensure that trainees who feel aggrieved by an assessor's decision have a mechanism that they can use to voice their disagreement with the decision.
- 1.2 Appeals can be brought for the following reasons:
  - a. Unfair assessments;
  - b. Invalid assessments;
  - c. Unreliable assessments;
  - d. The assessors' judgement, if the trainee considers that it was biased;
  - e. Inadequate expertise and experience of the assessor, if it influenced the assessment; and
  - f. Unethical practices.

### **2. Scope**

The appeals procedure applies to all disputes in terms of the final (summative assessment stage of the training contract of a trainee accountant.

### **3. Implementation of this policy**

The registered assessor must ensure that candidates who dispute assessment decisions are given the opportunity to appeal. The training officer must ensure that the appeals process is followed.

### **4. Procedure for appeal**

Documentation required: Completed relevant ICAN assessment forms.

### **5. Stage One – Initial discussion between the trainee and the assessor**

- 5.1 The trainee accountant must, within 3 (three) working days of the assessment decision, discuss the reasons for his appeal of the assessment decision with the assessor concerned.
- 5.2 The assessor must consider the reasons advanced by the trainee accountant and respond by:
  - 5.2.1 amending the trainee's assessment record; or
  - 5.2.2 furnishing the trainee with a clear explanation or a repeat explanation of the assessment decision following a re-evaluation of the evidence.
- 5.3 This should take place within 3 (three) working days of receiving the trainee's appeal.
- 5.4 If the trainee accountant agrees with the outcome at this stage, the appeal will not proceed any further.
- 5.5 If the trainee accountant does not agree with the outcome of his discussion with the assessor, the appeal will proceed to Stage Two. Within 5 (five) working days.

## **6. Stage Two – Conducting the appeal**

- 6.1 The assessor must provide the training officer with the following documents within 3 (three) working days after the initial discussion between the trainee and the Assessor:
  - 6.1.1 Completed relevant ICAN assessment forms.
- 6.2 If the assessor is also the training officer, then another assessor within the training office should fill this role. If there is no other assessor within the training office, ICAN should provide an independent assessor to fill this role.
- 6.3 The training officer (or alternate assessor) will conduct a second assessment by evaluating these documents within 5 (five) working days of receiving them.
- 6.4 In the event that the training officer (or alternate assessor) does not agree with the original assessor's assessment decision, s/he must complete the summative assessment for the trainee. In this event, there is no requirement for the original assessor to amend their decision.
- 6.5 In the event that the training officer (or alternate assessor) agrees with the original assessment decision, s/he must communicate this to the trainee within 3 (three) working days of completing the second assessment.
- 6.6 Should the trainee remain unhappy with the second assessment decision, the appeal must proceed to Stage Three, within 5 (five) working days.

## **7. Stage Three**

- 7.1 ICAN will, within 10 (ten) working days of receiving the appeal, convene a panel consisting of:
  - a. The training officer; and
  - b. The original assessor; and
  - c. The alternative assessor (if applicable)
  - d. a ICAN external moderator; and
  - e. a member of ICAN TRECO.
- 7.2 The ICAN external moderator and the TRECO member bear the responsibility of making the final decision.
- 7.3 The panel will consider the following documents:
  - a. Completed assessment documents;
  - b. Completed Final assessment forms;
  - c. Any written comments from the trainee (e.g background details); and
  - d. Any written comments from the training officer (e.g background details).

The panel will inform the trainee of its decision within 5 (five) working days after having convened the panel. Should the final decision not agree with the original and second assessment, the external moderator will conduct the summative assessment. The panel's decision regarding the trainee's appeal will be final.

## ANNEXURE 7 - REQUIREMENTS FOR SIMULATION

### 1. What is a Simulation?

A simulation is an activity or activities that serve as a replacement for practical (on-the-job) experience. Simulation of experience is an acceptable method of providing trainees with the opportunity to become competent. The guidelines for providing simulations, rather than practical experience, are outline below:

- A simulation must be linked to specific competencies and tasks in order to clearly demonstrate what is expected and to provide clarity to the trainee as to the purpose of the simulation;
- Simulation must include an assessment of the trainee using the same ratings and assessment documents as the assessments of practical experience and as required by Criterion of the accreditation criteria for training offices. The rating scale used to assess trainee achievement under simulation is the same scale used for practical experience:
  - 1: Not capable;
  - 2: Capable with frequent supervision/intervention;
  - 3: Capable with limited/periodic supervision/intervention; and
  4. Capable without supervision/intervention.;
- Ratings obtained for any/all simulations must be captured into a TSR and PSR and form part of the evidence demonstrating the trainee's ultimate competence at the conclusion of the training programme;
- As with practical experience assessments, feedback must be provided to the trainee on their achievements in the simulation; and
- As often carried out with practical work experience, simulations may also include an element of training before the simulated work tasks are allocated and undertaken. Such training would typically constitute the organisations' approach on the tasks being simulated and therefore may take the form similar to that undertaken for, for example, for firm audit methodology training in an audit and assurance environment where trainees are typically instructed on the firm's approach in completing audit and assurance activities. The duration and extent of such pre-simulation training will be dependent on the firm, taking into account the tasks being simulated, whether they are basic or advanced, and the firm's approach to the tasks.

### 2. Why use Simulations?

The accreditation criteria prescribe that practical experience must constitute the most significant portion of the trainee's learning experience. However, ICAN recognised that it may not be possible for a training office to offer their trainees practical experience relating to certain competencies or certain of the tasks that comprise a competency. In such instances the training office may provide simulations to replace the practical experience.

Simulations may not constitute more than 10% of the total number of compulsory (Pervasive Professional Skills' Accounting and External Reporting) and elective tasks; and no more than 50% of the total number of residual tasks.

### 3. When should Simulations take place?

The only way for a training office to determine whether simulations are necessary is to consider the practical experience available at that training office. In this way gaps can be identified and simulations can be developed or sourced from a training provider to replace the practical experience. The training offices' Generic Training Plan should be completed in detail, and should reflect the mode of exposure (i.e either practical experience or simulations) and details of the activities to be performed by trainees to demonstrate the competence. The Generic Training Plan will also serve as evidence that practical experience constitutes the most significant portion of the trainee's learning experience (as defined above and in the accreditation criteria.) As part of this process the training office can determine the most appropriate time for simulations. The training office can then take into account is specific circumstances e.g peak period of the year, study leave etc.

### 4. How do we know if an intervention is a Simulation?

As simulations are meant to replace practical experience, all elements of the simulation should be aligned, as closely as possible, to practical experience. In the development of a simulation, or in considering the simulation offerings of a training provider, the training office should therefore consider the following:

- Does the simulation mirror the conditions of the actual work place as closely as possible?
- Given the number of competencies and tasks, is the duration of the simulation (including the assessment) appropriate?
- Which competencies or tasks is the simulation meant to address? Depending on the competencies and tasks the level of complexity (e.g Advanced vs Basic) may differ. A simulation for a competency or task requiring an Advanced level of complexity should not necessarily be of the same duration as simulations for residual competences at a Basic level of complexity.
- Is the simulation designed in such a way that it does not lead the trainee to the "correct" expected answer?

As the simulation must result in an assessment of the trainee, feedback should, as for practical experience, be given on an individual basis. This would have an effect on the number of trainees that a facilitator could reasonably assess considering that the facilitator will be "playing the role" of supervisor (see the description of the ratings in the rating scale). In essence, the facilitator must be in a position to judge whether or not the trainee would be able to perform the simulated task to a level 4 competence in the real (not simulated world). Training offices are reminded that a registered assessor retains responsibility for the final signoff of competence for the tasks that are simulated. This applies in all instances i.e whether presented by a training provider or internally developed.

#### **Very important:**

Knowledge is primarily gained in an academic environment, while the development of skills is associated with practical experience. Tests are an assessment of knowledge (knowing that) and not practical experience (being able to). If the proposed assessment is a test with right and wrong

answers, a mark or percentage, it is not a simulation (see example below). Training offices may also not consider the content of a trainee's academic qualifications as activities that replace practical experience.

A simulation should be of such a nature that, following the completion thereof, evidence has been proficed, and captured in a TSR or PSR, the trainee "being able to do".

**Example:** For the competency TX(R)1 – Calculates income tax payable & prepares income tax return for an individual.

**Correct approach:**

- Give trainee an actual tax form and information. The trainee must then be able to complete the tax return with relevant supporting documentation.
- Competent or not: Can trainee actually complete the return and document the figures in the correct places on the actual return with no intervention.
- Note: this also reflects the approach to assessment of competence in the relevant professional bodies examination, where candidates' results are not marks or percentages, but "Not attempted", "Not competent", "Limited competence", "Competent" or "Highly competent".

**Incorrect approach:**

- Ask trainee to write a test: Q1 Explain what you should include in tax calculation; Q2 Calculate the tax payable per individual.
- Answer: 80%

## **ANNEXURE 8 - ICAN BY-LAWS - APPLICABLE TO TRAINEE ACCOUNTANTS**

### **1. APPLICATION FOR REGISTRATION AS A TRAINEE ACCOUNTANT**

Application for registration as a trainee accountant under a training contract shall be made to the ICAN Council in a form prescribed by the ICAN Council. Each applicant shall:

- i) pay the registration fee, if any, and the annual levy for the current year as determined from time to time;
- ii) certify in the prescribed form that the information given by him or her therein is true and correct in every detail;
- iii) in the event of his or her registration, undertake to observe the provisions of the By-Laws, Training Regulations and rules framed thereunder from time to time in force; and
- iv) satisfy the ICAN Council in such manner as it may require that at the date of his or her application, he or she is qualified for registration under By-Law 2, and that he or she is a fit and proper person to be registered as a trainee accountant.

### **2. QUALIFICATION FOR REGISTRATION AS A TRAINEE ACCOUNTANT**

Subject to the provisions of By-Law 1, qualification for registration as a trainee accountant shall be proof to the satisfaction of the ICAN Council that the applicant has met the entry requirements for a training contract as per the Training Regulations, prescribed by the ICAN Council.

### **3. CANCELLATION OF REGISTRATION AS A TRAINEE ACCOUNTANT**

- a) The ICAN Council shall cancel the registration of any trainee accountant who subsequent to his or her registration as a trainee accountant:
  - i) is removed from an office of trust on account of misconduct; or
  - ii) is convicted of theft, fraud, forgery, or uttering a forged document or perjury and sentenced in respect thereof to imprisonment without the option of a fine or to a fine of an amount to be determined by the ICAN Council from time to time and published by the ICAN Council for the information of the members and trainee accountants.
- b) The Disciplinary Committee may in its discretion order the cancellation of the registration of any trainee accountant whose estate is provisionally or finally sequestrated or who enters into an arrangement with his or her creditors subsequent to his or her registration as a trainee accountant: Provided, however, that before doing so, the Disciplinary Committee shall afford such affiliate an opportunity, within 21 days after being called upon by the Disciplinary Committee to do so, to satisfy the committee that there were exceptional circumstances relating to the sequestration or arrangement which would justify the committee's not exercising its discretion to order the cancellation of his or her registration.
- c) When the registration of a person is cancelled in terms of By-Law 3(a) or (b) the ICAN shall remove his or her name from the register immediately.
- d) A person whose registration has been cancelled in terms of By-Law 3(a) or (b) may apply for his or her reregistration as a trainee accountant after the expiry of a period of 10 years

reckoned from the date of such cancellation, provided, however, that the ICAN Council may on the recommendation of the Disciplinary Committee reduce this period in any particular case where it considers that it would be just and equitable to do so.

- e) The ICAN Council shall report any cancellation of registration in terms of By-Law 3(a) or (b) to members and trainee accountants and may report such cancellation to whomsoever else it considers appropriate, in whatever manner it considers appropriate: Provided that in the case of the cancellation of registration in terms of By-Law 3(b) it shall comply with any recommendation of the Disciplinary Committee.

#### **4. FEES AND LEVIES**

- a) Each registered trainee accountant shall pay an annual levy at such time and of such amount and on such conditions as may from time to time be determined by the ICAN Council.
- b) On registration as a trainee accountant a registration fee shall be payable of such amount as may from time to time be determined by the ICAN Council.
- c) The ICAN Council may in its discretion remit in whole or in part the annual levy and/or registration fee of a trainee accountant under special circumstances which in its opinion warrant such remission.

#### **5. RESIGNATION AND RE-REGISTRATION**

- a) Any trainee accountant who has paid all his or her dues and subscriptions and is otherwise in good standing may resign as a trainee accountant by sending to the ICAN written notice to that effect and such notice shall become effective immediately on acceptance thereof by the ICAN Council: Provided always that:
  - i) if any complaint has been received or an enquiry is pending against such trainee accountant in respect of his or her professional conduct, or in respect of the sequestration of his or her estate, whether provisionally or finally or his or her having entered into an agreement with his or her creditors, such resignation need not be accepted but his or her registration may be suspended until such complaint or enquiry has been finally dealt with by the ICAN Council;
  - ii) if no such complaint has been received and no enquiry is pending the resignation shall be accepted by the ICAN Council;
  - iii) a trainee accountant whose registration has been suspended in terms of By-Law 5(a) shall not enjoy the benefits of registration;
  - iv) when the resignation is accepted, such acceptance may be qualified or endorsed through the TRECO so as to record the finding of the ICAN Council in respect of such complaint or enquiry.
- b) No resignation once tendered by any trainee accountant may be withdrawn without the consent of the ICAN Council first having been obtained. Any person who has resigned as a trainee accountant shall be entitled to reregistration on proof to the ICAN Council that he or she complies with the conditions of By-Law 1, at the date of his or her application for re-registration.

## **6. PUNISHABLE OFFENCES**

The following acts and practices, whether of commission or of omission, upon the part of any person who is or was a trainee accountant of ICAN at the time of the alleged acts or practices shall be offences, and such trainee accountant or former trainee accountant found guilty thereof as provided in these By-Laws shall be liable to the penalties prescribed in these By-Laws: Provided that the acts and practices so specified are not intended to be a complete list of acts and practices which may constitute improper conduct:

- i) willfully refusing or failing to perform or conform with any of the provisions of these By-Laws, which it is his or her duty to do;
- ii) committing a breach of any Rule or Code of Professional Conduct or Ethics prescribed by the ICAN Council from time to time or, after having been previously warned by ICAN or any committee appointed by it, continuing to commit a breach of such Rules or Code of Professional Conduct or Ethics;
- iii) conducting himself or herself in a manner which, in the opinion of the Professional Conduct Committee or the Disciplinary Committee, is discreditable, improper, dishonest, irregular or unworthy, or which is derogatory to the ICAN, or tends to bring the profession of accountancy into disrepute;
- iv) failing to answer or deal with appropriately within a reasonable time any correspondence or other communication from the ICAN or any other person which requires a reply or other response;
- v) failing to comply within a reasonable time with an order, requirement or request from ICAN;
- vi) failing after demand to pay any fee, levy or other charge payable to ICAN.

## **7. PUNISHABLE OFFENCES (applicable to trainees)**

The following acts and practices, whether of commission or of omission, upon the part of any person who is or was a member of ICAN at the time of the alleged acts or practices, shall be offences and such member or former member found guilty thereof after proper enquiry as provided in these By-Laws and shall be liable to the penalties in these ByLaws:

- a) seeking either before or during the period of training of a trainee accountant, to impose any restraint whatever on the trainee accountant concerned, which will apply after the date of the termination of the training period, or threatening, or attempting to enforce, any such restraints after such date;
- b) directly or indirectly stipulating or receiving from a trainee accountant who is or has been serving under a training contract, or from any other person any payment, reward, compensation or consideration for agreeing to the cancellation of such training contract: Provided that it shall not be deemed a breach of these By-Laws if a member, or former member, requires to be or is re-imbursed in respect of disbursements actually made by him or her to the Institute in connection with a training contract which is subsequently cancelled and of which disbursements he or she is able to produce proof to the satisfaction of ICAN.

## **GUIDELINE 1 - RECOGNITION OF PRIOR LEARNING**

### **1. Definition**

Recognition of Prior Learning (RPL) is the process through which the trainee accountant's prior learning (or work experience) is recognised by reducing the remaining term of the training contract after assessment of the trainee against the prescribed 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 training contract.

### **3. Legislative context**

3.1. RPL is a national system and a key principle of the National Qualifications Framework created in terms of the Namibia Qualifications Authority Act, 1996.

3.2. The ICAN, must facilitate the implementation of RPL in order to open up access and entry into the accounting profession and thereby contribute to redressing past imbalances in accountancy education and training.

3.3. The principles of the ICAN RPL policy are –

3.3.1. compliance with the objectives of the National Qualifications Framework and the Namibian Qualifications Authority guidelines and criteria on assessment;

3.3.2. international comparability;

3.3.3. a consistent approach to the granting of credit;

3.3.4. allowing access to all individuals regardless of gender, race or disability; and

3.3.5. providing RPL credentialing once competence has been proven by means of an assessment process.

### **4. Applying for RPL**

4.1. A prospective trainee accountant who wishes to apply for RPL must first enter into a training contract with a training office.

4.2. A trainee must apply for RPL within 12 months after the effective start date of the training contract.

4.3. A trainee that has had a previous ICAN training contract can apply for RPL for a maximum of the full term of the previous training contract.

4.4. A maximum of 12 (twelve) months RPL may be granted for experience obtained outside of a ICAN training contract.

- 4.5. The training officer or another registered assessor must follow the assessment process prescribed in **Regulation 27** to determine the competence for the purposes of applying for RPL.
- 4.6. Only if the training officer is satisfied that there are skills and/or competencies for which the trainee may be recognised, must the training officer and the trainee accountant complete and submit an RPL application.

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

- 5.1. The training officer or other registered assessor must assess the trainee accountant's competence.
- 5.2. The trainee accountant should submit to the training officer either a portfolio of evidence of his previous work or any other relevant documentation in support of the application.
- 5.3. The training officer or other registered assessor must determine the level of competence achieved in relation to the competencies prescribed by ICAN.
- 5.4. Based on the levels of competence the trainee has achieved, the training officer must determine the length (in months) of remission to be granted, subject to paragraph 5.3 above.

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

ICAN reserves the right to investigate any RPL application submitted to ICAN and may in its sole and absolute discretion amend the RPL remission granted by the training officer.

## **GUIDELINE 2 - GUIDELINE FOR THE APPLICATION OF THE ACADEMIC PROGRESS RULE**

### **1. INTRODUCTION**

- 1.1. The training office serves as the practical training ground for prospective accountants and auditors. Many of these prospective accountants and auditors are still completing their studies while working for the training office. Not passing these examinations creates several problems for both the trainee accountant and the training office, including, inter alia, the following:
  - a. It limits the degree of responsibility that a trainee accountant can assume during his training contract.
  - b. Trainee accountants cannot become accountants and auditors if they do not pass their examinations and obtain the required qualifications.
  - c. Providing time off for trainee accountants to study for and write tests and examinations is costly for the training office.
  - d. Trainee accountants are not able to focus fully on the development of their practical competencies if they also have to study for and pass examinations.
- 1.2. Trainee accountants are therefore expected to demonstrate a commitment to their studies through the achievement of sufficient academic progress, in the form of adhering to the academic progress rule.
- 1.3. These guidelines are issued to assist training officers in determining what constitutes “sufficient academic progress” and to provide guidance on procedures that should be followed where sufficient academic progress is not achieved.
- 1.4. **Regulation 21** of these Regulations contains the following statements pertaining to the cancellation of a training contact on the basis of insufficient academic progress:

### **2. DEFINITION OF ACADEMIC PROGRESS**

- 2.1. Academic progress is defined in **Regulation 3** as “the satisfactory completion of all or sufficient subjects to enable a trainee accountant to make one further year of academic progress towards the completion of an accredited undergraduate or bridging programme or equivalent. The trainee accountant must achieve at least one year of academic progress during any two calendar years. This progress is measured by passing of the examinations of the accredited education institution”.
- 2.2. The CTA, the ITC and the APC or equivalent and the relevant qualifying examinations of the relevant professional bodies are specifically excluded from this definition.
- 2.3. Academic progress is measured by a trainee accountant’s passing of the examination(s) of the education institution for which he is currently registered, and cannot be achieved merely by transferring to another education institution.

### 3. PRACTICAL APPLICATION OF THE RULE

- 3.1. Trainee accountants studying at an undergraduate level are often unable to complete the equivalent of a full academic year during one calendar year and will therefore generally not make sufficient academic progress after one year. They, in most cases require at least two years to make sufficient academic progress.
- 3.2. Assuming that the trainee accountant registers with an education institution for first-year modules during the first year of his training contract, this trainee accountant must, as a minimum, achieve the following in order to comply with the academic progress rule:
  - 3.2.1 At the end of the *second year* of his contract, he must have passed ALL his first-year modules as prescribed by the relevant university. If he fails to meet this requirement, he will have made insufficient academic progress and the training officer will need to consider his options in terms of **Regulation 21.4**. These options include:
    - a. Cancelling the trainee accountant's contract; OR
    - b. Allowing the trainee accountant to continue with the third year of his training contract (a "discretionary year") during which he will attempt to pass any remaining first-year modules. Should the trainee accountant not have passed all his first-year modules at the end of the discretionary year, the training officer **MUST** cancel the training contract, provided that such cancellation does not take place during the last six months of the training contract.
- 3.3. Assuming the trainee took 2 calendar years to successfully complete his first-year modules, at the end of the fourth year of the trainee accountant's contract, he must have passed ALL his second-year modules.
- 3.4. If a trainee accountant had completed all his first-year modules by the end of the discretionary year, he **must** then pass ALL his second-year modules by the end of the fifth year of his contract. If he fails to meet this requirement, the training officer again has the two options:
  - a. Cancelling the trainee accountant's contract; OR
  - b. Allowing the trainee accountant to continue with the fifth year of his training contract while completing the remainder of his second-year modules.
- 3.5. Should the trainee accountant fail to pass these credits by the end of the discretionary year, the training officer **MUST** cancel the contract provided that such cancellation does not take place within six months from the end of the training contract. If the latter is the case, the training contract may be discharged, subject to **Regulation 24**.

**TEMPLATE 1 - TEMPLATE FOR NOTIFICATION LETTER FOR POTENTIAL CONTRAVENTION OF THE ACADEMIC PROGRESS RULE**

Dear (trainee accountant name)

It has come to my attention that you have not made academic progress by the end of the first calendar year in relation to the course of study you are registered for.

You are reminded that, in terms of ICAN’s Training Regulations, you are required to make sufficient academic progress in order to remain registered under a training contract with (training office name).

Academic progress is defined by ICAN as “the satisfactory completion of all or sufficient subjects to enable a trainee accountant to make one further year of progress towards the completion of an accredited undergraduate or accredited bridging programme”.

This letter hereby serves as notification that, should you fail to achieve academic progress in this course of study by the end of the second calendar year, (training office name) will exercise its discretion and either

- cancel your training contract; or
- allow you to continue under training contract for one further academic year (a discretionary year).

\_\_\_\_\_  
Training Officer Signature

\_\_\_\_\_  
Date

I hereby confirm that I have read and understood the contents of this letter and have no objections thereto.

\_\_\_\_\_  
Trainee accountant Signature

\_\_\_\_\_  
Date

**TEMPLATE 2 - NOTIFICATION LETTER FOR CONTRAVENTION OF THE SUBMISSION OF THE ASSESSMENT FORMS ON A TIMELY BASIS**

Dear (trainee accountant name)

This letter hereby serves as notification that you are not complying with the requirement to timeously initiate and/or correctly complete your assessment forms (TSRs, PSRs and ANAs).

In terms of the Training Regulations 21.2.1, failure by the trainee accountant to timeously initiate and/or correctly complete two successive assessment forms within the time frames prescribed by the training office's assessment policy and to the required quality may lead to disciplinary action, including, but not limited to, cancellation.

\_\_\_\_\_  
Training Officer Signature

\_\_\_\_\_  
Date

I hereby confirm that I have read and understood the contents of this letter and have no objections thereto.

\_\_\_\_\_  
Trainee accountant Signature

\_\_\_\_\_  
Date

**TEMPLATE 3 - TEMPLATE FOR NOTIFICATION LETTER FOR POSSIBLE EXTENSION OR CANCELLATION FOR FAILURE TO ACHIEVE COMPETENCE**

Dear (trainee accountant name)

This letter hereby serves as notification that, in terms of the assessments conducted on (date of assessment), you have not yet achieved competence in the prescribed competencies.

The attached development plan has been prepared in an effort to ensure you are given every reasonable opportunity to achieve the outstanding competencies. This development plan will/has been discussed with you in detail on (date of meeting).

Further, please note that in terms of Regulation 26 of the ICAN Training Regulations, failure to achieve competence in all of the prescribed competencies by the end date of your training contract will result in either the extension or cancellation of the training contract. If you do not achieve the prescribed competencies by the end of the extension period of your training contract your contract will be cancelled.

\_\_\_\_\_  
Training Officer Signature

\_\_\_\_\_  
Date

I hereby confirm that I have read and understood the contents of this letter and have no objections thereto.

\_\_\_\_\_  
Trainee accountant Signature

\_\_\_\_\_  
Date