EXPER1ENCE

ICAEW Supplementary Terms and Conditions Handbook

2010 intakes

PRICEWATERHOUSECOOPERS

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Supplementary Terms and Conditions including the ICAEW ACA Training Agreement – student copy

These supplementary terms and conditions including the ICAEW ACA training agreement and collectively described as the "Training Agreement" begin on ……..and will (unless terminated earlier in accordance with its terms) continue until you have completed 36 months of Approved Training or a later date as set out in paragraph 2 below.

The parties to this Training Agreement are:

Student

Surname**:** _____ Forenames**:** _____

Private Address**:**

_____

_____

The Training Organisation

PricewaterhouseCoopers LLP

Address:

_____

_____

This agreement has been executed on

Date: _____

Signed: *Student*

_____

Student's name: (IN CAPITALS)

_____

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

_____

For and on behalf of PricewaterhouseCoopers

When your Training Agreement is registered, the ICAEW will give you a registered number. Keep a record of this number as you will need to refer to it frequently over the next few years.

Supplementary terms and conditions for PwC employees including the ICAEW ACA training agreement

1 The contractual relationship between you and PwC is made up of the following three documents:

(a) Your offer letter amended as appropriate by subsequent salary, promotion or transfer letters
(b) Sections one and two of the PricewaterhouseCoopers Employment Manual
(c) The supplementary terms and conditions, including the ICAEW ACA training agreement, set out here and collectively described here as the "Training Agreement".

2 Except where suspended in accordance with paragraph 50 below, the terms and conditions in this Training Agreement apply to you under the following circumstances:

(a) Whilst you are serving under, or if you have accepted the offer of, an ICAEW Training Agreement with PwC, or
(b) Having completed your 36 months of Approved Training whilst you remain both eligible and a candidate for the ICAEW's professional assessments and examinations, or
(c) Having successfully completed the assessments and examinations, whilst you remain both eligible and a candidate for ICAEW membership.

3 Outside these circumstances your terms and conditions of employment are as set out in 1(a) and (b) above.

4 The provisions of this Training Agreement govern the Approved Training to be provided to you by PricewaterhouseCoopers for the purpose of equipping you with the technical knowledge, work experience, professional skills and attitudes necessary for membership of the ICAEW.

5 PwC agrees to provide you with Approved Training.

6 You agree to:

(a) Use every effort to achieve the standards of study specified in this agreement
(b) Use every effort to achieve success in all assessments and examinations
(c) Undertake Initial Professional Development and ensure your progress through this is reviewed on a six monthly basis
(d) Record required technical work experience on the Evidence of Technical Work Experience form and ensure your progress is reviewed on a six monthly basis
(e) Complete structured mandatory training in professional ethics
(f) Make a proper contribution to the work of PwC
(g) Comply with the requirements of the policy regarding Exceptional Personal Circumstances.

Provisional member's fee

7 PwC will pay your Provisional Member's fees.

Training records and reviews

8 For the duration of the Training Agreement you must maintain the following ICAEW and internal training records in accordance with PwC's policy and ICAEW regulations:

(a) PwC's assignment performance evaluation forms
(b) PwC's six monthly and annual performance summary forms
(c) The ICAEW Evidence of Technical Work Experience record
(d) Any ICAEW Initial Professional Development records you are required to keep

9 Your progression to membership of the ICAEW will be reviewed at approximately six monthly intervals using the documentary evidence set out above. You must ensure that you adhere to the ICAEW regulations on having your work experience reviewed and signed off.

10 You must make the training records, referred to above, available to PwC and to the ICAEW when requested. Failure to provide the records may result in you being subject to PwC's disciplinary procedures.

Study, assessment and examination costs

11 For the first attempt at each ICAEW assessment or examination PwC undertakes to grant you paid study leave, as set out in paragraphs 18-21 below, to complete a learning programme and attend the assessment or examination.

Fees

12 PwC will pay all necessary fees set out in this Training Agreement and related policy, in respect of your first attempt at each assessment or examination.

13 On qualification PwC will also pay the Institute joining fee and the annual subscription as set out in the PwC ICAEW Policy Handbook which you will be issued with on joining the firm.

14 In accepting the terms of this Training Agreement you agree to repay the above costs in the circumstances set out below. You also agree that any such sums that you owe may be deducted from your salary, expenses or any other monies owed to you. Where, on termination of employment, these are insufficient to cover any balance you owe, you agree to repay that balance within one calendar month of termination.

15 The circumstances in which repayment may be required include, but may not be limited to:

(a) all learning programme, credit for prior learning, assessment and examination fees incurred where you voluntarily leave PwC's employment before the end of your Training Agreement, or within 12 months of sitting your last professional assessments or examinations, if later
(b) all learning programme, credit for prior learning, assessment and examination fees incurred where your Training Agreement terminates early on voluntary transfer to an alternative role within PwC

(c) all learning programme, credit for prior learning, assessment and examination fees incurred where you are dismissed for misconduct before the end of your Training Agreement, or within 12 months of sitting your last professional assessments or examinations, if later

(d) any unnecessary costs incurred by PwC in respect of failure by you to seek or gain credit for prior learning within required timescales

(e) those circumstances set out under 'Institute joining fees and subscriptions' in the ICAEW Policy Handbook.

Choice of tutors and learning programme

16 PwC will decide which tutors and learning programmes you will use to prepare for the assessments and examinations.

17 In exceptional circumstances you may be allowed to attend alternative tutors or participate in alternative learning programmes, but any additional cost must be borne by you. PwC must agree the alternative plans before arrangements are made.

Study leave- first attempt

18 For the first attempt at any assessment or examination PwC will grant you paid study leave to attend a learning programme for subjects from which you do not have a credit for prior learning.

19 In addition, for the first attempt at each Professional Stage Knowledge assessment you will be allowed half a day of paid study leave for each assessment you have to sit.

20 For the first attempt at the Professional Stage Application examinations and the Advanced Stage examinations you will be allowed paid study leave for the week of the examinations up to and including the day of the last examination sat.

21 Details of the current entitlement to study leave are shown in the PwC ICAEW Policy Handbook.

Study leave- second and subsequent attempts

22 PwC will not grant any paid study leave to attend a learning programme for second and subsequent attempts at the assessments or examinations.

23 For second attempts only at the Professional Stage Knowledge assessments you will be allowed half a day of paid leave for each assessment you are sitting.

24 For second attempts only at the Professional Stage Application examinations or Advanced Stage examinations you will be allowed paid leave for the day of the examination(s) you are sitting.

Deferring an assessment or examination attempt

25 PwC reserves the right, following consultation with the external tutors, to stop you taking a first attempt at any assessment or examination for which PwC considers you are not adequately prepared.

26 PwC will pay all further costs incurred for learning programme and assessment or examination fees for the first assessment or examination that you actually sit. You will be allowed to use any remaining study leave from the initial allowance, with any additional leave being made up from holiday or unpaid leave.

27 A deferral will not usually count as an attempt at the assessment or examination. However, after deferral, PwC will continue to monitor your study performance. If you fail to improve, PwC may restrict the number of attempts that you may have at the assessments or examinations.

Assessment and Examination study programme

28 At both the Professional Stage and Advanced Stage PwC will specify the following:

(a) The number of assessments or examinations to be attempted at each sitting
(b) The order in which the subjects are attempted, and
(c) The timing of each assessment or examination attempt.

Assessment and Examination performance

29 If you fail any assessment or examination at the first attempt, you will usually be allowed a second attempt. However, if your result in any Professional Stage Application examination at the first attempt is more than 10 marks below the ICAEW pass mark, (this is categorised by PwC as a “bad fail”) or you fail to attend and complete an assessment or examination without PwC’s prior agreement or a reason acceptable to PwC, PwC reserves the right not to permit a second attempt, and to terminate your training agreement and employment.. At the Professional Stage Application examinations, a “bad fail” is defined as a mark of 44% or below.

30 If you fail a Professional Stage Knowledge assessment or Application examination at the second attempt PwC will terminate your training agreement and employment.

31 If you fail an Advanced Stage examination at the second attempt, the training agreement and employment contract will usually be terminated. PwC may, at its sole discretion, allow a third attempt to students who meet criteria specified in its examination policy.

32 The ICAEW allow a maximum of four attempts at each assessment or examination.

Testing on internal training modules

33 You will also undergo an element of testing in your internal training modules. No limit is set on the number of times you may attempt the assessments, however the firm reserves the right to take your performance in these assessments into account when reviewing your overall examination performance and applying policy.

Credit for Prior Learning

34 You should contact the ICAEW to establish your credit for prior learning prior to joining PwC. If it is not possible to do this, you should establish your credits before commencing the relevant learning programme. PwC expects students to apply for all credits for prior learning for which they may be eligible.

35 PwC reserves the right to disregard any credits that are obtained after commencing a learning programme.

36 If you fail to obtain a credit prior to the commencement of the learning programme and you attend some of the programme, PwC reserves the right to reclaim the costs incurred in accordance with paragraph 15 above and the study leave taken. The study leave taken for the exempt paper will be deducted from your holiday balance and, by accepting this contract, you agree to this.

Study Performance

37 PwC expects you to pursue your studies diligently. PwC will monitor the study performance in consultation with the external tutors and may request reports of progress from them at any time.

38 PwC requires you to:

(a) Attend all planned learning programmes
(b) Keep to the study timetable, including timely completion of all progress tests and mock examinations
(c) Pass all progress tests and mock examinations on the learning programmes. The pass mark is 55% on Professional Stage Knowledge and Professional Stage Application learning programmes, and 50% on Advanced Stage learning programmes.

39 If you consistently fail to meet any of the criteria above, PwC may take any of the following actions:

(a) Defer the attempt at the assessments or examinations
(b) Set specified improvement targets
(c) Take action under the Disciplinary Procedure
(d) Terminate the employment contract and training agreement.

Learning programme and assessment or examination attendance

40 If you are absent without prior permission or good reason from any of your learning programmes, your assessments or examinations, your absence will be regarded as unauthorised. You would not be entitled to pay where applicable, you may be subject to action under PwC's disciplinary procedure, and a failure to attend and complete an assessment or examination may also lead to the termination of your training agreement and employment as explained in paragraph 29 above.

41 If you are absent due to exceptional circumstances, such as sickness, you must notify both the external tutors and PwC by 10.00 a.m. on each day you are absent. You must ensure that you record absence to the appropriate WBS code, i.e. for illness and sickness, when completing your timesheet.

Entering for assessments or examinations

42 PwC will register you for your first attempt at the Professional Stage Knowledge assessments. You are responsible for entering for any further attempts allowed at the Knowledge assessments.

43 You are responsible for entering for the Professional Stage Application examinations and the Advanced Stage examinations before the closing dates given by the ICAEW.

44 Failure to submit the examination entry before the closing date will result in the payment of additional fees. You will be personally liable for these additional fees.

Termination

45 This Training Agreement shall automatically terminate:

(a) Upon termination of your contract of employment with PwC, or
(b) On the date an order is made under the ICAEW's Disciplinary Bye-Laws that you are declared unfit to become a member, or
(c) When PwC ceases to be authorised under the ICAEW's regulations, or
(d) When you have completed the period of Approved Training and completed the assessments and examinations.

46 The training agreement may be terminated as follows:

(a) Without notice by mutual agreement between the parties, or
(b) By either party giving to the other a period of notice equal to the period of notice required by PwC to terminate the contract of employment between you and PwC.

47 This Training Agreement may not be altered or amended except as provided for in the ICAEW guidance.

48 Termination of the Training Agreement will, unless determined otherwise by PwC, result in the termination of your employment. However, when the Training Agreement terminates in the circumstances set out in paragraph 45(d) you will remain an employee of PwC (unless your employment contract is terminated in line with PwC's procedures).

Extension

49 If for any reason you are unable to accrue 450 days of technical work experience within the period of Approved Training your Training Agreement will be extended to meet the amount of the shortfall.

Suspension

50 In line with ICAEW requirements, this Training Agreement will be suspended during the breaks in service set out below. PwC's standard terms and conditions covering these situations will apply instead. This will apply to the following:

(a) During a Career Break
(b) During Maternity Leave
(c) During prolonged sick leave in excess of 1 month
(d) During any other extended absence agreed by PwC.

Disputes

51 In the event of a dispute between PwC and you concerning this Training Agreement, the dispute should be resolved according to PwC's internal procedures. If the dispute cannot be resolved the matter can be referred by either party to the ICAEW.

52 If there is any conflict between the terms of this Training Agreement and the terms of the other parts of your contract of employment, the following order of precedence will apply:

(a) The Training Agreement
(b) Sections one and two of the PricewaterhouseCoopers Employment Manual
(c) Your offer letter amended as appropriate by subsequent salary, promotion or transfer letters.

53 This agreement is governed by English law.

Data Protection Act

54 The Data Protection Act 1998 regulates the use of personal information or data that is maintained in connection with employees. In addition to agreements set out in Section 1 of the PricewaterhouseCoopers Employment Manual, the application form and offer letter, you hereby give consent to the following:

(a) The Institute and external tutors may release examination-related information (for example assessment/examination marks, assessment or examination results and reports on progress) to PwC in both hard copy and electronic formats. If your Training Agreement has expired at the time you sit an examination you agree that the ICAEW may release your results to the firm.
(b) PwC may process this information to enable it to monitor the effectiveness of its learning programmes, maintain your employment records and administer examination related HR processes
(c) PwC may disclose information concerning assessment or examination preparation to the Institute or external tutors
(d) PwC may publish overall assessment or examination results internally
(e) PwC may use or disclose assessment or examination related information to third parties as they deem appropriate.

55 You are entitled to request access to examination related data held about yourself and request that this data is amended where appropriate.

Other business or occupation

56 You must not engage in public practice as defined by the ICAEW without PwC's express written permission and then only in accordance with the ICAEW regulations.

Mobility

57 You may be required to carry out work at any location provided such work meets the criteria for Approved Training as specified by the ICAEW.

Variation

58 From time to time PwC will need to alter your terms and conditions of employment, including these supplementary terms, in order, for example, to take account of latest “best practice”, new employment legislation or ICAEW guidelines. You will be notified if there any subsequent contractual changes after commencing employment with the firm.