



ESWATINI INSTITUTE OF ACCOUNTANTS
Regulator For The Profession Of Accountants And Auditors In Eswatini

CONTRACT NO:

FORM OF ARTICLES OF CLERKSHIP
(To be completed in triplicate)

This contract is entered into between

.....
("the Firm")
Represented by

.....
("the Training Officer")
and

.....
("the Articled Clerk")
Herein referred to as the Clerk

"The Training Officer" is a partner or sole practitioner of the Firm, who is registered in public practice and a member of the Eswatini Institute of Accountants. Such persons must be based at a training office of the Firm, and is responsible for the training of clerks carried out at or from the training office, and who, in the case of a partnership, by virtue of a resolution of the partners is empowered to act on behalf of the firm in matters pertaining to the training of clerks employed at that training office.

"The Firm" is a sole practitioner or partnership of practitioners registered as practicing chartered accountant(s) and as such actively engaged in public practice.

The Training Contract is entered into between the parties in order to enable the Eswatini Institute of Accountants to govern the effectiveness of the practical training undergone by the clerk in terms of such regulations regarding clerks ("the Regulations") as the Eswatini Institute of Accountants may from time to time prescribe.

1. The parties to the Training Contract agree that:

- 1.1 This Training Contract is entered into in terms of, and is subject to, such provisions of the Regulations pertaining to clerks prescribed by the Eswatini Institute of Accountants from time to time;
- 1.2 Any amendment of or additions to the Regulations which affect this Training Contract shall be deemed to be incorporated in this Training Contract upon promulgation, notwithstanding that notice of such amendments or additions shall not have been given to the parties;
- 1.3 The Eswatini Institute of Accountants may act, in relation to this Training Contract, in accordance with the powers conferred on it by the Regulations'
- 1.4 A written contract of employment ("the Contract of Employment") has been entered into between the Firm and the Clerk for a period not less than the duration of this Training Contract;
- 1.5 If conflict should arise between the terms and conditions of this Training Contract and the term and conditions of the Contract of Employment, the Training Contract shall prevail;
- 1.6 The transfer to another training officer of another firm, suspension or cancellation of this Training Contract may only occur if the parties mutually agree thereto and the suspension or cancellation or transfer has been approved and registered by the Eswatini Institute of Accountants, or when the transfer, suspension or cancellation has been ordered by the Eswatini Institute of Accountants;
- 1.7 Any dispute between the parties arising from this Training Contract shall be referred to the Eswatini Institute of Accountants for settlement and that the decision of the Eswatini Institute of Accountants shall be final and binding on the parties;

- 1.8 If the Eswatini Institute of Accountants should not approve the registration of, or cancel the registration of this Training Contract, it shall be null and void;
- 1.9 The commencement date of this Training Contract shall be the date approved and registered by the Eswatini Institute of Accountants as such; and
- 1.10 Interruptions of the duration of this Training Contract as a result of temporary absence from employment will be limited to the maxima prescribed in the Regulations and in the event of the maxima being exceeded, the period of the Training Contract will be extended as prescribed in the Regulations.

2. The Training Officer agrees that:

- 2.1 The Clerk will be afforded every reasonable opportunity to obtain sufficient exposure to the range of core experience as specified by the Eswatini Institute of Accountants from time to time, to enable him/her effectively to apply knowledge in a variety of relevant situations;
- 2.2 The Clerk will be properly instructed in the standards of professionalism and ethics expected of Chartered Accountants;
- 2.3 The Clerk will be employed in an office of the Firm that has been accredited by the Eswatini Institute of Accountants as a training office;
- 2.4 He/she shall lodge with the Eswatini Institute of Accountants, before the event, written notice in the prescribed form of the transfer of the Clerk to another training office;
- 2.5 He/she shall fulfil all obligations imposed on him/her by the Eswatini Institute of Accountants pertaining to the training of the Clerk.
- 2.6 The Firm will bear the cost of the fees payable to the Eswatini Institute of Accountants in respect of this Training Contract;
- 2.7 The Clerk will be required normally to work at least 7½ hours per day, save that reduced hours may be worked with the specific permission of the Eswatini Institute of Accountants;
- 2.8 He/she shall inform the Eswatini Institute of Accountants in writing of the circumstances where in the opinion of the Firm, the Clerk has conducted himself/herself in a manner which may constitute improper conduct as defined in Regulations or in the disciplinary rules or code of professional conduct prescribed by the Eswatini Institute Accountants from time to time;
- 2.9 The Training Contract shall be submitted to the Eswatini Institute of Accountants for cancellation within a period of 30 days in the event of:
 - 2.9.1 automatic cancellation in circumstances as described in the regulations;
 - 2.9.2 the parties entering into a mutual agreement not to proceed with the Training Contract; and
- 2.10 the Training Contract, together with the training record as prescribed by the Eswatini Institute of Accountant; shall be lodged with the Eswatini Institute of Accountants within 30 days of the later of the following dates, namely the date of completion of the duration the Training Contract, or the date on which the Clerk completed the prescribed hours of work attendance and core experience.

3. The Clerk agrees that:

- 3.1 He/she will diligently serve the Firm in the profession of a Chartered Accountant and practicing Chartered Accountant,
- 3.2 He/she will diligently pursue his/her studies in the theory and practice of the profession of a practicing Chartered Accountant and that he/she will notify the Training Officer immediately he/she ceases to be registered for a course which would lead to the eventual award of a CTA or equivalent;
- 3.3 He/she will during the currency of this Training Contract not engage in any other business or occupation without the express authority of the Training Officer;
- 3.4 He/she will at all times keep the affairs of the Firm and its clients confidential and shall not breach any of the code of professional conduct or disciplinary rules that apply to the profession of a practicing Chartered Accountant;
- 3.5 On completion of the duration of the Training Contract, he/she will submit a duly completed training record to the Training Officer for onward transmission to the Eswatini Institute of Accountants.

SIGNED BY THE PARTIES AS FOLLOWS:

By the Training Officer at on 20.....

.....
WITNESS

.....
WITNESS

.....
TRAINING OFFICER

By the Clerk at on 20.....

.....
WITNESS

.....
WITNESS

.....
CLERK

IMPORTANT NOTICE:

THIS SECTION (CERTIFICATE OF COMPLETION) IS APPLICABLE ONLY ON COMPLETION OF TRAINING CONTRACT

CERTIFICATE OF COMPLETION

(To be completed by the Training Officer)

Name of Organisation:

Name of Training Officer:.....

Training Officer Address:.....

Telephone Number:

Full name of Clerk:

Date of Birth:

This serves to confirm that:

- i) The Clerk referred to in this certificate, completed the duration of the Training Contract and the prescribed hours of work attendance and core experiences on..... ;
- ii) The enclosed Training Record indicates that the Clerk has completed the core experience as specified in the Regulations;
- iii) Throughout the period of the Training Contract, the Clerk has obtained a broad exposure to the core experience requirements as prescribed in the Regulations;
- iv) The Clerk has conducted himself/herself through the period of the Training Contract in a way that satisfied the ethical requirements and professionalism expected of a future practicing Chartered Accountant.
- v) I therefore recommend his/her admission to a professional Society and his/her registration as a Chartered Accountant providing he/she can comply with the applicable requirements for such admission or registration.

.....
TRAINING OFFICER

.....
DATE

AFFIX TO THIS PAGE ALL OFFICIAL CONFIRMATIONS OF

- Registration
- Suspension
- Transfer
- Remission
- Cancellation
- Discharge

OF THE CONTRACT.

FORM OF ARTICLES OF CLERKSHIP
(Under section 19(2))

ARTICLES OF CLERKSHIP made and entered into at
On this day of20..... by and between a
member of the Eswatini Institute of Accountants (hereinafter referred to as the principal).
..... and
born on(hereinafter referred to as the clerk) in terms of which:-

1. The clerk binds himself/herself and undertakes:
 - 1.1 to serve the principal diligently, honestly, properly and confidentially in his/her profession
forconsecutive years from the date hereof;
 - 1.2 to execute, at all times all lawful instructions given to him/her by the principal or any of his partners or any person placed in authority over the clerk by the principal or any of his partners;
 - 1.3 not to absent himself/herself from his/her employment without the principal's prior consent;
 - 1.4 not to engage in any business whatsoever other than that of the clerk without the written consent of his/her principal and the Eswatini Institute of Accountants;
2. The principal undertakes that:
 - 2.1 he will use his best efforts to reach and instruct the clerk in the practice and profession of an auditor and chartered accountants;
 - 2.2 provided that the clerk has served his/her period of articles properly and is in his/her principal's opinion a fit and proper person for admission, he will use his best effort to procure the admission of the clerk as a member of the Eswatini Institute of Accountants.

3. Should the principal discontinue his practice in Eswatini, he shall not there after the bound by these articles but shall, if requested by the clerk cede these articles to an auditor or chartered accountant practicing in Eswatini.

4. Should the clerk:

- not serve his period of articles properly in terms of these articles;
- commit a breach of these articles; or
- be guilty of any misconduct,

then the principal will be entitled to

- cancel these articles; and
- dismiss the clerk from his/her employment.

In witness whereof the parties have hereunto set their hands at
on the day, month and year aforementioned, in the presence of the undersigned witnesses

As witness:

1. _____

Principal

2. _____

Clerk



ESWATINI INSTITUTE OF ACCOUNTANTS

Regulator For The Profession Of Accountants And Auditors In Eswatini

QUESTIONNAIRE

Please complete the questionnaire and return it promptly to this office for computerization of our records.

Surname: _____ First Name(s): _____

1. STATE YOUR HIGHEST EDUCATIONAL QUALIFICATION

AAT / FiA

Degree

CTA or equivalent

(Tick where appropriate)

2. IF DEGREE/CTA, AT WHICH UNIVERSITY DID YOU OBTAIN THE QUALIFICATION AND WHICH YEAR?

University: _____ Year: _____

Degree (specify e.g. BComm, BAcc): _____ or CTA **YES** **NO**

3. Complete this section (points 3&4) only if you answer to 1 is 'Matric or degree' FOR WHICH QUALIFICATION ARE YOU CURRENTLY STUDYING?

Undergraduate Studies _____
(Specify Degree)

OR

Postgraduate Studies _____
(Specify Degree)

4. AT WHICH UNIVERSITY? _____

5. CONTRACT NO.: _____

6. AUDIT FIRM: _____