

 ICB INTERNATIONAL CERTIFICATIONS FOR BUSINESS	Policy Name:	2009.2022.v1 Theory Provider Standard Operating Procedures Agreement
	Policy Number:	2009.2022.v1
	Approved:	20 January 2022
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THEORY TRAINING PROVIDER: STANDARD OPERATING PROCEDURES AGREEMENT

Entered into by The ICB and

(Provider name)

1. BACKGROUND THE INSTITUTE OF CERTIFIED BOOKKEEPERS (ICB)

The Institute of Certified Bookkeepers was established in 1931. Its role is to improve and maintain the quality, credibility and reputation of bookkeeping, accounting, office administration and financial management training and qualifications in Southern Africa.

The ICB is a Quality Assurance Partner (QAP) of the Quality Council for Trades and Occupations (QCTO) and the ICB is an external exam (examining) body for many of the business qualifications that FASSET awards. For a full list of our programme offerings refer to our Prospectus which is published annually.

The ICB accredits providers to provide tuition and prepare students for the ICB exams. This guide and agreement governs the relationship, roles and responsibilities of the ICB and accredited theory training providers.

2. DEFINITIONS

For the purpose of this document the following definitions will apply:

ICB	The Institute of Certified Bookkeepers,
Theory Training Provider	A training provider that has been accredited by the ICB - a Quality Assurance Partner of the QCTO - to provide tuition training and prepare students for our externally examined qualification.
Workplace Training Provider	A workplace provider that has been accredited by the ICB who provides practical training to students registered on an ICB Learnership and enables students to collect the required evidence to complete the Workplace Portfolio of Evidence
Student	An individual who is in the process of, or who has collected evidence for exam to a unit or an award
Evidence	Work activities which have been or are in the process of being carried out, or recorded work activities which have been certified by the assessor, employer or other valid witness
Exam	The process of collecting evidence which will be judged as to whether the outcomes have been met. This can be an online or paper-based exam
Portfolio of Evidence	Also known as Portfolio of Evidence (PoE). This is a folder that comprises of the ICB tests and ICB Assignments that students need to complete for exams. At current all PoEs are online based.
Externally examined	An exam externally set, examined and moderated by ICB in accordance with the prescribed timetable
External moderation	To check that marks awarded conform to the agreed ICB marking scheme and model answer

3. RESPONSIBILITIES OF THEORY TRAINING PROVIDERS

- 3.1. Provide tuition towards the programmes and qualifications which are externally examined by the ICB in accordance with the outcomes provided by the ICB
- 3.2. Ensure sufficient facilities and resources required for externally examined students
- 3.3. Ensure that students are registered with the ICB annually
- 3.4. Ensure that students are registered for the theory exams in accordance with the relevant policies and procedures
- 3.5. Provide appropriate resources and qualified personnel to offer tuition and guidance to students studying for an ICB registered qualification
- 3.6. To ensure staff training and development programmes available for all personnel involved in the tuition of students
- 3.7. Provide appropriate administrative procedures to ensure the smooth running of the programmes and qualifications

- 3.8. Where appropriate, provide computer and Information Technology facilities and other appropriate learning resources
- 3.9. To ensure that the PROVIDER remains accredited by the ICB, a Quality Assurance Partner (QAP) of The Quality Council for Trades and Occupations (QCTO), for the duration of the registration of the qualification/s.
- 3.10. Notify the ICB within 7 days should the physical address i.e. premises, of the provider change, and arrange an inspection of the new training premises.
- 3.11. Furnish written notice to the ICB should the provider discontinue offering the ICB programs or stop operating entirely.

4. RESPONSIBILITIES OF A THEORY PROVIDER WHEN GRANTED EXAM VENUE STATUS

- 4.1. Ensure that the ICB exams are conducted properly and run according to the ICB standards and as per the ICB Exam and Exam Invigilation & Irregularity policies.
- 4.2. Ensure that the exams are conducted on the date and at the time specified by the ICB.
- 4.3. Make rooms available for the conducting of exams – when and where required.
- 4.4. Ensure security of exam question papers before date and time of exam.
- 4.5. Ensure invigilation of exams by persons independent of person facilitating students.
- 4.6. Despatch completed Portfolio of Evidence to the ICB for marking/exam in accordance with the prescribed timetable.

5. RESPONSIBILITIES OF A WORKPLACE PROVIDER WHO WANTS TO OFFER ICB LEARNERSHIPS (FOR INFORMATION ONLY)

- 5.1. The Workplace Provider (employer) must apply to the ICB for workplace accreditation approval before offering ICB learnerships.
- 5.2. The Workplace Provider must supply the ICB with copies/scans of the completed Learnership Agreements once signed, including the required attachments of the employment contract, the student's identity document and proof of registration as a student. The provider is then to submit them to their SETA.
- 5.3. The Workplace Provider is to supply the ICB with a Learnership Feedback Report bi-annually, until the learnership is completed (refer ICB's Learnership Policy and Procedure.)

6. TUITION MATERIAL

Providers are to ensure that the material they provide to their students covers the syllabus/unit standards set by the ICB for the ICB's qualifications, and comply with current company law, business law and taxation legislation as and when updated. This may be done in one of two ways:

- 6.1. Use of the ICB approved material developed and distributed currently by Edge Learning Media, who currently have a license agreement with the ICB. This material has been specifically developed to cover all subjects of the ICB and is updated regularly to ensure relevance.
- 6.2. Use of the provider's own material with the following provisions:
 - 6.2.1. Providers are required to submit detailed tuition notes to the ICB for evaluation and acceptance prior to the use thereof, ensuring that ICB's minimum standards are met. There is a scrutiny fee applicable for this per subjects, which is payable with each submission.
 - 6.2.2. Such material, once approved, may not be published and distributed in terms of the agreement to other tuition providers and is for the sole internal use of each provider.

7. QUALIFICATION OF FACILITATORS

The PROVIDER undertakes to use facilitators that are suitably qualified in the outcomes of the programmes mentioned in this agreement and shall retain CV's of all facilitators for inspection by the ICB during a Quality Monitoring Visit.

8. APPROVAL OF ADVERTISING MATERIAL

- 8.1. The PROVIDER shall be entitled when describing the above programmes in advertising and promotional material to use the phrase "accredited by the ICB".
- 8.2. All advertising and promotional material relating to the programmes and qualifications shall be approved, in writing, by the ICB before the PROVIDER may make use of it. The ICB shall have the right to veto such material. Such right of veto shall not be unreasonably exercised.

9. STUDENT ANNUAL REGISTRATION

- 9.1. All students registering with the ICB must pay the Annual Registration Fee for each year they study with us. Registration forms (Student Details Form) are available on our website and must be submitted to the ICB with a copy of their ID document.
- 9.2. Refer also "Fees and Payments" sections below.

10. STAFF/EMPLOYEES STUDYING AN ICB QUALIFICATION

- 10.1 Should any staff member/employee of a Provider want to become enrolled as an ICB student, the provider is to immediately furnish ICB with their Policy on management of the program in order to guarantee its integrity, including full security of the PORTFOLIO OF EVIDENCE and exams.
- 10.2 The ICB will give feedback regarding the Policy and whether it is acceptable or needs amending.

11. APPLICATION FOR EXAM

- 11.1 All students enrolled on any of the ICB qualifications and associated subjects must be informed of the ICB's exam and procedures on the commencement of the programme.
- 11.2 Students must be provided with the ICB Prospectus and Exam Entry Form upon registration for any subjects (subject.)
- 11.3 Where a provider is offering **classroom-based tuition**; students are required to enter the applicable exam during the first lecture by completing the prescribed Exam Entry Form. This Exam Entry Form collects the names and relevant details of each student for submission to the ICB. On the first working day after the commencement of the subjects, these students must be registered and entered for their chosen subjects through the ICB secure Website. It is critical that there are no delays in this process.
- 11.4 Where a provider is offering **distance tuition or learning**; the provider must submit a detailed list on the prescribed document (excel) to the ICB no later than ten days after the end of the previous month with all the previous month's student registrations. The distance learning provider is required to advise the student that it is the student's responsibility to register with the ICB both as a Student as well as for the prescribed exam.
- 11.5 Upon receipt of the student's exam entry form and fee, the ICB will issue the prescribed Portfolio of Evidence as per the exam policy.
- 11.6 The ICB will supply a unique student number on the Exam Portfolio of Evidence as well as on the Attendance Register that is linked to the Final Exam.
- 11.7 Students that do not include the ICB's unique reference number on the exam answer books will not be able to be tracked and thus their exams will not be examined.
- 11.8 Once registered for a final exam, the student may not cancel the exam entry; refer to the Exam policy.
- 11.9 Students are to enter for exams with the ICB in accordance with the ICB exam timetables and entries received after entry closing dates will automatically be registered for the next available exam date.

12. FINAL EXAMS AND COMPLETED PORTFOLIOS OF EVIDENCE

- 12.1 A Final Exam Attendance Register is available on the ICB Provider Portal Web for each exam date, listing the students registered for exam.
- 12.2 All PROVIDERs are required to ensure that all students write the final exams on the dates stipulated on the final exam timetable supplied by the ICB and in accordance with the ICB's Invigilation Procedures. No PROVIDER will be allowed to hold final exams other than on the dates specified. Should students write an exam on a date other than the prescribed date, the student will be disqualified from the particular exam, because the security and integrity surrounding that exam, which will be/has been written nationally, cannot be guaranteed.
- 12.3 It is the responsibility of each PROVIDER to ensure the accuracy of the student's details and that all students intending to write the ICB exams are recorded on the correct attendance register. If a student is not listed, this could indicate that the student has not been registered. Should this student then write the exam, the student will be disqualified from the exam.
- 12.4 Once the final exams are completed, these are to be inserted into the students completed Portfolio of Evidence and forwarded to the ICB offices (physical address) in Cape Town on the first working day after the final exam or per the timetable dates on our website or in the Prospectus. They must be sent via a secure form of mail for delivery **on** the due date.
- 12.5 Failure to complete and send the Attendance Register to the ICB with the Portfolio of Evidence could result in the Portfolio of Evidence being returned to the PROVIDER unmarked.
- 12.6 No exam answer script, either ICB Assignment or exam, may be submitted to the ICB for examination after the dispatch of the students Portfolio of Evidence, or vice versa. Answer scripts thus received will be returned to the PROVIDER unmarked.
- 12.7 Providers are responsible for checking that the ICB does in fact receive all of their exam packages of Portfolios of Evidence. They can use the Provider Portal and check under "provider submission status" which shows whether Portfolios of Evidence were received or not.

13. EXAM POLICY

Please refer to the current Exam Policy for further information pertaining to the conduct of exams and recognition of prior learning.

14. FEES AND PAYMENTS – GENERAL

- 14.1 All PROVIDERs that are applying for accreditation are required to pay a once off PROVIDER Accreditation Fee.
- 14.2 PROVIDERs are required to pay an annual accreditation renewal fee to cover the costs of on-going monitoring visits and reviews by the ICB in accordance with the requirements from QCTO i.e. costs of quality management.
- 14.3 All students are required to pay the relevant exam fee per subjects. Students also pay an annual student registration fee per the "Student Annual Registration" clause above.
- 14.4 Should a student not write an exam, then the students fees already paid and/or invoiced will be forfeited (except when they qualify for a medical postponement).
- 14.5 Should a student request a re-mark of an exam, the student is required to apply to the ICB and submit this application together with the relevant payment in terms of the current exam policy.
- 14.6 PROVIDERs are to refer to the latest Prospectus for the relevant ICB Fees and to take note that the ICB reserves the right to amend these fees from time to time, however, fees are usually increased annually from 1 January.

15. FEES AND PAYMENTS - CLASSROOM TUITION PROVIDERS

- 15.1 These will be invoiced by the ICB to the PROVIDER from entries received via the Provider Web Portal.
- 15.2 PoE's will be made available to students via the online digital PoE platform, Macci, within 48 hours of the booking of the exam
- 15.3 The ICB issues invoices for the number of entries submitted per PROVIDER for the particular exam date. Invoices can be obtained directly from the ICB Provider Portal
- 15.4 The Finance Administrator will forward statements indicating all invoices that have been raised. The PROVIDER is to reconcile the invoices to these statements and to ensure that payment of all fees due to the ICB as per the statement, is received by the ICB within the allocated payment terms.
- 15.5 Unless otherwise stated, all accounts with ICB are strictly due for a full settlement 30 Days from statement date
- 15.6 The ICB's exam and registration fees are collected by the PROVIDER on behalf of the student and are payable over to the ICB.
- 15.7 It remains the responsibility of the PROVIDER to ensure that registration and exam fees are paid to the ICB. The ICB reserves the right to withdraw services to any PROVIDER whose account is in arrears. This may include issuing students Portfolios of Evidence, final exam question papers and/or student exam results.
- 15.8 The ICB shall be entitled to charge interest at a rate of 2% on all overdue accounts, in accordance with NCR.
- 15.9 The PROVIDER **may not instruct/allow their students to make direct deposits into the ICB bank account.**

16. FEES AND PAYMENTS – DISTANCE LEARNING PROVIDERS

- 16.1 Students either enter with the college and the college forwards us the entries and payment, or students enter directly with the ICB.
- 16.2 Payment needs to be made before entries are confirmed and processed.

17. FEES AND PAYMENTS – PENALTIES

The ICB is permitted to charge penalty fees to providers for non-compliances to operating procedures.

18. CERTIFICATION

- 18.1 As the ICB qualifications fall under the scope of Fasset as the ETQA, it is the responsibility of the ICB to upload students to the Fasset database.
- 18.2 Fasset will issue Qualification certificates after the data uploads.
- 18.3 Due to the high level and intensity of data verification required, prior to uploading to FASSETS database, timeframes for certification cannot be confirmed but the minimum is 3 months from date of results release.

19. GENERAL

- 19.1 All enquiries regarding the exam question papers, results and certificates are to be directed to the relevant contact person at the Institute via email to support@icb.org.za, telephone or facsimile.
- 19.2 Students and/or facilitators may not contact the ICB directly.
- 19.3 All queries must go via the Programme Coordinator or Programme Director of the particular PROVIDER.

20. WAIVER

No indulgence granted by either of the parties to this Agreement in respect of the fulfillment by the parties of any of their obligations in terms of this Agreement shall be deemed to be a waiver by the parties granting such indulgence of their rights in terms of this Agreement, and the parties shall at all times be entitled to enforce all such rights as they may have.

21. BREACH

In the event of THE PROVIDER breaching any of the terms and conditions of this Agreement, and failing to remedy the breach within THIRTY (30) DAYS after receiving notice by the ICB calling THE PROVIDER to remedy the breach, then ICB shall be entitled to cancel this Agreement with immediate effect and take one or more of the following steps:

- 21.1 claim payment for all monies owing
- 21.2 prevent THE PROVIDER from advertising that they are in any way associated with ICB in any form or that they are teaching any programmes which may have been accredited by ICB
- 21.3 prevent THE PROVIDER from using any certificates bearing the ICB logo
- 21.4 Suspend services to the provider which may include issuing students Portfolios of Evidence, final exam question papers and/or student exam results
- 21.5 Commence de-accreditation process of the PROVIDER as an accredited ICB PROVIDER
- 21.6 Advise all students registered through the PROVIDER that such suspension or de-accreditation has taken place and that the PROVIDER is no longer accredited to offer the tuition towards the ICB registered qualifications.

22. ENTIRE AGREEMENT

- 22.1 This Agreement constitutes the entire Agreement between the parties and parties record that there are no oral terms, conditions, warranties or representations other than contained herein which would in any way modify or vary the provisions of this Agreement or suspend the operation of this Agreement.
- 22.2 No alteration or variation or cancellation of this Agreement by mutual consent shall be valid or binding upon the parties unless reduced to in writing and signed by the duly authorized representatives of both parties. Such writing need not, however, be contained in a single document.

23. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of Court process, notices or other documents or communications of whatsoever nature, the following addresses:

Institute of Certified Bookkeepers Ground Floor, Birkdale 2 River Park, River Lane Mowbray Cape Town 7700	THE PROVIDER
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24. DURATION OF AGREEMENT

Accreditation of PROVIDERS will remain in force for the duration of the registration of the qualification on the National Qualifications Framework or until this agreement is replaced with a revised agreement.

25. DE-ACCREDITATION

25.1 PROVIDERS will be de-accredited for the following reasons:

- 25.1.1 If found in breach of the accreditation contract
- 25.1.2 Compromise the integrity of student achievements
- 25.1.3 Provider request to withdraw accreditation status
- 25.1.4 Insolvency
- 25.1.5 Fraud
- 25.1.6 Failure to enter into an accreditation contract
- 25.1.7 Failure to remedy/rectify/act upon complaints received from students after a Quality Monitoring Visit set up to assist students in complaints with providers, within an agreed time period
- 25.1.8 Failure to remedy/act upon Findings of a Quality Monitoring Visit
- 25.1.9 Failure to provide/register students with the ICB (for exams) for a period longer than 12 months
- 25.1.10 Failure to register active students for the ICB exams
- 25.1.11 Conducting exams on behalf of the ICB without the students being registered for those exams at the specified venue.

25.2 The Accreditation Committee of the Institute of Certified Bookkeepers will be convened to evaluate PROVIDER's performance and if found to be contravening any of the above reasons, the Committee will instruct the PROVIDER to inform the Institute as to the reason/s for breach. If proved valid reasons for breach, the PROVIDER will be given 30 days to rectify the breach. Failure to adhere to this request by the agreed date will automatically result in de-accreditation of the PROVIDER.

26. TERMINATION

26.1 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if

- 26.1.1 the other Party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy; or
- 26.1.2 the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.

26.2 Either Party may terminate this Agreement on 12 calendar months' notice to the other.

27. ACCEPTANCE AND AGREEMENT

27.1 This Agreement shall commence on the date accepted below and continue ad infinitum unless terminated by either party and subject to the "Duration of Agreement" clause above. The PROVIDER undertakes to accept any future updated Standard Operating Procedures and Exam Policies, or any other ICB policies as amended from time to time by the ICB.

27.2 This Agreement supersedes all previous agreements.

27.3 This Agreement shall be binding for the agreed period subject to any changes in legislation requirements as stipulated by either Umalusi, Council for Higher Education, Quality Council

for Trade and Occupations, or Fasset as the Education and Training Quality Assurance body responsible for the programmes and qualifications.

27.4 The PROVIDER hereby agrees and acknowledges that he/she has read, understood and agreed to the following ICB documents and policies:

- 27.4.1 Assessment Policy
- 27.4.2 Exam Invigilation and Irregularity Policy
- 27.4.3 Provider Quality Monitoring Visit Policy and Procedure
- 27.4.4 Student Malpractice Policy
- 27.4.5 Provider Portal User Registration form
- 27.4.6 ICB Tutorial- Provider Portal Procedures
- 27.4.7 ICB Curriculum Statements
- 27.4.8 Learnership policy and procedures (where involved in learnerships)

THUS AGREED and SIGNED by

_____ representing THE PROVIDER

at _____ on this the _____ day of _____ 20 ____.

SIGNED _____

AS WITNESSES

1. NAME: _____ SIGNATURE: _____

2. NAME: _____ SIGNATURE: _____

THUS AGREED and SIGNED by

_____ representing ICB

at _____ on this the _____ day of _____ 20 ____.

SIGNED _____

AS WITNESSES

1. NAME: _____ SIGNATURE: _____

2. NAME: _____ SIGNATURE: _____