

ISSAI 1210

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Directriz de auditoría financiera

Acuerdo sobre los términos del contrato de auditoría

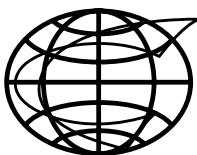
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La presente directriz de auditoría financiera se basa en la Norma Internacional de Auditoría (NIA) 210, "Acuerdo sobre los términos del contrato de auditoría", formulada por el Consejo de Normas Internacionales de Auditoría y Aseguramiento (International Audit and Assurance Standards Board/IAASB) y publicada por la Federación Internacional de Contadores (International Federation of Accountants/IFAC). La NIA se ha incluido en la presente directriz con permiso de la IFAC.

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Nota de Práctica¹ para la Norma Internacional de Auditoría (NIA) 210

Acuerdo sobre los términos del contrato de auditoría

Fundamentos

Esta Nota de Práctica proporciona orientaciones adicionales sobre la NIA 210, iAcuerdo sobre los términos del contrato de auditoría y debe leerse conjuntamente con ella. La NIA 210 entra en vigor para las auditorías de estados financieros correspondientes a los períodos que comiencen a partir del 15 de diciembre de 2009 Esta Nota de Práctica será efectiva en la misma fecha que la NIA.

Introducción a la NIA

La NIA 210 establece las obligaciones del auditor cuando acuerda los términos del contrato de auditoría con la dirección de la entidad y, cuando proceda, con los encargados de la gobernanza, lo cual implica determinar la existencia de ciertas condiciones previas a la auditoría y la responsabilidad que recae en la dirección y, cuando proceda, en los encargados de la gobernanza. La NIA 220² aborda los aspectos de la aceptación de un encargo sujetos al control del auditor.

Contenido de la Nota de Práctica

- P1. La Nota de Práctica proporciona orientaciones adicionales para los auditores del sector público en relación con los aspectos siguientes:
- Condiciones previas a la ejecución de una auditoría.
 - Acuerdo sobre los términos del contrato de auditoría.
 - Aceptación de cambios en los términos del contrato de auditoría.

Aplicabilidad de la NIA en la auditoría del sector público

- P2. La NIA 210 es aplicable a los auditores de las entidades públicas en el desempeño de su función de auditores de los estados financieros.
- P3. Los términos de un contrato de auditoría en el sector público responden normalmente a un mandato, por lo que no están sujetos a peticiones de la dirección ni son fruto del acuerdo con ella. De este modo, las exigencias fijadas por la NIA, cuando se aplican al contexto del sector público, son útiles para establecer formalmente una comprensión común de los cometidos y obligaciones respectivas de la dirección y del auditor. Dado que el auditor del sector público recibe el mandato del poder legislativo, y a él debe informar, es frecuente que tengan que alcanzarse acuerdos entre dicho poder y la dirección.

¹ Todas las Notas de Práctica habrán de leerse conjuntamente con la ISSAI 1000 iIntroducción general a las Directrices de auditoría financiera de la INTOSAI.
² NIA 220, iControl de calidad en una auditoría de estados financierosi.

Orientaciones adicionales sobre cuestiones ligadas al sector público

- P4. La NIA 210 contiene disposiciones de aplicación y otras disposiciones explicativas con consideraciones específicas a las entidades del sector público en los párrafos A27 y A37.

Condiciones previas a la ejecución de una auditoría

- P5. Al determinar si se dan las necesarias condiciones previas a la ejecución de una auditoría según se dispone en el subpárrafo 6 a) de la NIA, los auditores del sector público deberán tener presente que en dicho sector el marco de información financiera a menudo está establecido en leyes y reglamentos. Cuando juzguen que el marco establecido en leyes y reglamentos no es aceptable, los auditores del sector público aplicarán las exigencias contenidas en los párrafos 8, 19 y 20 de la NIA, y deberán también tener en cuenta la posibilidad de:
- Informar al poder legislativo.
 - Influir en la fijación de normas por organismos profesionales o normativos, con arreglo a los principios expuestos en el subpárrafo 6 e) de la ISSAI 100³.
- P6. Al obtener de la dirección, y cuando sea necesario del poder legislativo y de los encargados de la gobernanza, la comprensión y aceptación de sus obligaciones como se declara en el subpárrafo 6 b) de la NIA 210, los auditores del sector público tendrán en cuenta que las obligaciones de la dirección y de los encargados de la gobernanza en el sector público pueden ser más amplias que en el sector privado. La regulación legislativa, así como las estructuras de gobernanza y gestión, pueden variar sobremanera en el sector público, por lo que resulta más necesario aún formalizar la comprensión y aceptación de las obligaciones a que se ha hecho referencia.

Acuerdo sobre los términos del contrato de auditoría

- P7. En el sector público pueden darse otros aspectos, además de los ejemplos enumerados en el párrafo A23 de la NIA, que tengan relación con la carta de encargo y sobre los que deban informar los auditores del sector público si llegan a su conocimiento en el curso de la auditoría, por ejemplo:
- Ejecución ineficaz de las operaciones: se refiere a la obligación que tiene la dirección de realizar actividades de modo eficaz y eficiente.
 - Casos de incumplimiento de las normas: se refiere a la obligación que tiene la dirección de realizar actividades, utilizar recursos y dar cuenta de su actividad de conformidad con las normas recibidas del poder legislativo y con otras instrucciones aplicables.
 - Despilfarro: se refiere a la obligación que tiene la dirección de obtener y utilizar recursos de manera económica, evitando el despilfarro de fondos públicos.
 - Casos de abuso: se refiere a la obligación que tiene la dirección de satisfacer las expectativas del poder legislativo y de los ciudadanos al guardar relación con unas normas de conducta adecuadas.
- Asimismo puede ser conveniente describir las disposiciones adoptadas para proteger la independencia de los auditores del sector público. Siempre que sean pertinentes, podrán añadirse a la carta de encargo otros objetivos de la auditoría.

³ ISSAI 100, iPostulados básicos de la fiscalización pública, subpárrafo 6 e): iLas autoridades correspondientes deben garantizar la promulgación de normas de contabilidad aceptables, relativas a los informes financieros y a su publicación, adecuadas a las necesidades de la Administración, y las entidades fiscalizadas deben fijarse objetivos específicos y mensurables y determinar qué niveles de rendimiento se han de lograr.

- P8. Además de los puntos enumerados en el párrafo A24 de la NIA, los auditores del sector público podrán considerar pertinente incluir otras disposiciones cuando la auditoría se subcontrate a otro auditor.
- P9. En el sector público, la aceptación y continuidad que se mencionan en el párrafo 7 de la NIA pueden verse afectadas por el hecho de que los auditores del sector público no tengan la posibilidad de rechazar la auditoría o desistir de su realización. Sin embargo, cuando la dirección o el poder legislativo impongan una limitación del alcance de la auditoría antes de que inicie ésta y que lleve al auditor a abstenerse de emitir una opinión sobre los estados financieros, los auditores del sector público examinarán la situación y su posible incidencia en la evaluación de riesgos, el enfoque de la auditoría y el informe del auditor. En algunos casos será conveniente también que se informe de ello separadamente al poder legislativo.
- P10. En el párrafo 8 de la NIA se estudian los motivos que puedan llevar al abandono del encargo de auditoría. Cuando no se reúnan las condiciones previas y los auditores del sector público no tengan la posibilidad de rechazar la auditoría, una línea de actuación apropiada, además de las medidas expuestas en los párrafos 19 y 20 de la NIA, puede ser informar al poder legislativo.

Aceptación de cambios en los términos del contrato de auditoría

- P11. Al examinar las exigencias contenidas en los párrafos 14 y 15 de la NIA, los auditores del sector público observarán que los términos de un contrato de auditoría en el sector público responden normalmente a un mandato, por lo que no pueden estar sujetos al acuerdo de la dirección ni a peticiones de ésta.

Appendix 1: Example of an Audit Engagement Letter in the Public Sector

A continuación se expone un ejemplo de carta de encargo para la ejecución de una auditoría de estados financieros de carácter general, elaborada y presentada de conformidad con las normas contables internacionales del sector público. Esta carta tiene un carácter orientativo, pero tendrá que adaptarse según las exigencias y circunstancias individuales. Puede ser conveniente obtener asesoramiento jurídico para determinar la idoneidad de la carta de encargo propuesta.

Destinatario

[Al representante de la alta dirección que corresponda]⁴

Fecha

Estimado/a Sr./Sra.

Carta de encargo de auditoría

Introducción

Los estados financieros [*grupo*] de [*nombre de la entidad*] y de [*nombre de las filiales*] a [*fecha*] correspondientes al ejercicio que finalizó en dicha fecha serán sometidos a fiscalización por (*órgano de fiscalización del sector público*) de conformidad con (*legislación pertinente*)

La presente carta tiene por objeto exponer:

- a) Los términos del contrato de auditoría y la naturaleza, y limitaciones, de la auditoría anual.
- b) Las obligaciones respectivas del auditor y de [*nivel de dirección adecuado*] en la auditoría anual.

Los términos del encargo de auditoría se detallan a continuación. La presente carta tendrá vigencia hasta la emisión de una nueva carta de encargo de auditoría.

Objetivo(s) de la auditoría

El (los) objetivo(s) de la auditoría anual es (son) el (los) siguiente (s):

- a) Emitir una opinión independiente sobre los estados financieros del [*grupo*] elaborados de conformidad con el marco y la legislación aplicables de información financiera.
- b) [Otros objetivos, por ejemplo relacionados con la conformidad con las normas o los controles internos].

⁴ Los destinatarios y referencias de la carta a la dirección, o el poder legislativo o los encargados de la gobernanza, serán los apropiados a las circunstancias del encargo, entre las que figuran las propias del entorno del sector público. Es importante remitir la carta a las personas adecuadas como se indica en el párrafo A21 de la NIA.

Obligaciones de los auditores

Normas de auditoría aplicables en la ejecución de la auditoría

Procederemos a nuestra auditoría de conformidad con las *[normas de auditoría aplicables]*.⁵

Normas de auditoría aplicadas

Planificación y ejecución de la auditoría [el contenido de esta sección deberá adaptarse para reflejar adecuadamente las normas de auditoría aplicadas].

Las normas de auditoría exigen que nos adecuemos a las exigencias deontológicas y planifiquemos y ejecutemos la auditoría para obtener garantías razonables de que los estados financieros del [grupo] están exentos de incorrecciones materiales. La auditoría supone aplicar procedimientos para obtener evidencia sobre los importes y las notas explicativas de los estados financieros. La selección de procedimientos depende del criterio del auditor, incluida la evaluación de los riesgos de incorrecciones materiales en los estados financieros ya sea por fraude o error. La auditoría implica asimismo una evaluación de la idoneidad de las políticas contables aplicadas y el carácter razonable de las estimaciones contables efectuadas por la dirección, así como una valoración de la presentación general de los estados financieros.

Debido a las limitaciones inherentes a la auditoría y también al control interno, existe el riesgo inevitable de que no lleguen a detectarse incorrecciones materiales, incluso cuando la auditoría se planifique y ejecute con arreglo a *[las normas de auditoría pertinentes]*.

Al proceder a nuestra evaluación de riesgos, tendremos en cuenta el control interno de la elaboración y presentación fidedigna por la entidad de los estados financieros para concebir procedimientos de auditoría que resulten apropiados a las circunstancias pero sin el propósito de emitir una opinión sobre la eficacia del control interno de la entidad. No obstante, le informaremos o comunicaremos por escrito cualquier deficiencia significativa del control interno que incida en los estados financieros y hayamos podido detectar en el curso de la auditoría.⁶

[Siempre que sea necesario, los auditores del sector público considerarán la posibilidad de añadir información sobre sus obligaciones en relación con cualquier otro objetivo de auditoría que tengan fijado]

Aunque nuestra auditoría no está orientada a informar sobre los extremos que se citan a continuación, lo haremos si llegan a nuestro conocimiento en el curso de la auditoría:

- a) Ejecución ineficaz de las operaciones: se refiere a la obligación que tiene la dirección de realizar actividades de modo eficaz y eficiente.

⁵ En el sector público, la referencia a las normas de auditoría aplicables se hará de una de las maneras que se cita a continuación, en función de las normas aplicadas:

a) Con arreglo a las NIA, lo que significa la plena conformidad con todas las NIA aplicables y, en su caso, con las orientaciones adicionales facilitadas en las Notas de Práctica para las NIA emitidas por la INTOSAI.

b) Con arreglo a los Principios fundamentales de auditoría de la INTOSAI, lo que no significa la plena conformidad con las NIA incluidas actualmente en las Directrices de auditoría financiera de la INTOSAI (ISSAI 1000-2999).

c) Con arreglo a las normas de auditoría nacionales que resulten pertinentes.

⁶ Esta sección deberá adaptarse si el auditor del sector público informa sobre la eficacia del control interno.

- b) Casos de falta de conformidad con las normas: se refiere a la obligación que tiene la dirección de realizar actividades, utilizar recursos y dar cuenta de su actividad de conformidad con las normas recibidas del poder legislativo y con otras instrucciones aplicables.
- c) Despilfarro: se refiere a la obligación que tiene la dirección de obtener y utilizar recursos de manera económica, evitando el despilfarro de fondos públicos.
- d) Casos de abuso: se refiere a la obligación que tiene la dirección de satisfacer las expectativas del poder legislativo y de los ciudadanos al guardar relación con unas normas de conducta adecuadas.

Presentación de informes

El formato y el contenido de nuestro informe pueden tener que modificarse a la vista de nuestras conclusiones de auditoría. [*Insertar la necesaria referencia al formato y contenido previstos del informe de auditoría.*]

Independencia

Nuestras exigencias deontológicas nos exigen que seamos independientes respecto de [tipo de entidad], por lo que confirmamos nuestra independencia en esta auditoría. Ello significa que carecemos de cualquier tipo de interés presunto o real, independientemente de su efecto en la práctica, que pueda considerarse incompatible con las obligaciones de integridad, objetividad e independencia. (*Clarificar las limitaciones presuntas de independencia mediante una descripción de las amenazas a ésta y de sus salvaguardas.*)

Obligaciones de la dirección y de los encargados de la gobernanza

[Las obligaciones de la dirección y, cuando proceda, de los encargados de la gobernanza, y la determinación del marco aplicable de información financiera. En lo relativo a este ejemplo, se parte de la base que el auditor ha decidido que las leyes y reglamentos no establecen adecuadamente estas obligaciones, por lo que se utiliza la descripción que figura en el subpárrafo 6 b) de la NIA 210. También cuando proceda se añadirán las obligaciones de la dirección en relación con objetivos de auditoría.]

La ejecución de nuestra auditoría se basará en que la dirección y, cuando proceda, los encargados de la gobernanza comprenden y aceptan sus obligaciones en lo relativo a:

- a) La elaboración y presentación fidedigna de los estados financieros (o la elaboración y presentación de estados financieros que proporcionen una imagen fiel y auténtica) de conformidad con (el marco aplicable de información financiera).
- b) Los controles internos que la dirección estime necesarios para permitir la elaboración de estados financieros exentos de incorrecciones materiales, ya se deban a fraude o error.
- c) La exigencia de facilitarnos:
 - i) Acceso a toda la información en conocimiento de la dirección que sea pertinente para la elaboración de los estados financieros, como registros y documentación, y cualquier otro material requerido.
 - ii) Cualquier otra información suplementaria que se solicite a la dirección para los fines de la auditoría.
 - iii) Acceso sin restricciones a aquellas personas de la entidad de las que sea necesario obtener evidencia de auditoría.

Carta de manifestaciones

Dentro de nuestros procedimientos ordinarios de auditoría, solicitaremos confirmación por escrito de la dirección sobre las manifestaciones que hayamos oído en el curso de la auditoría.

Otra información pertinente

[En esta sección puede ser conveniente incluir por ejemplo:

- Plazos legales de elaboración de informes.
- Titularidad de los documentos de trabajo.
- Disposiciones contractuales aplicables a auditores que desarrollen su labor en nombre de la entidad fiscalizadora del sector público.
- Honorarios.
- Direcciones de contacto, alojamiento del personal y recursos.
- Cualquier otra cuestión que sirva para ilustrar el desfase de expectativas y garantizar la eficacia de la comunicación].

Acuse de recibo de los términos del contrato

Le rogamos que acuse recibo de esta carta y manifieste la aceptación de los términos del encargo de auditoría firmando la copia adjunta y enviándola a [insertar nombre].

En caso de que antes de responder deseara obtener información complementaria, o bien debatir los términos del presente encargo, no dude en contactarme.

Atentamente,

Firma

.....

Auditor del sector público designado

Los términos del contrato de auditoría han llegado a conocimiento de la persona que firma [*nombre del signatario*] en nombre de [nombre de la entidad] y son aceptados por ella.

.....

Firma

.....

Nombre, apellidos y cargo

Fecha

[representante habilitado de la dirección o de los encargados de la gobernanza]

International Standard on Auditing

Agreeing the Terms of Audit Engagements



**International Federation
of Accountants**

International Auditing and Assurance Standards Board
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This International Standard on Auditing (ISA) 210, “Agreeing the Terms of Audit Engagements” was prepared by the International Auditing and Assurance Standards Board (IAASB), an independent standard-setting body within the International Federation of Accountants (IFAC). The objective of the IAASB is to serve the public interest by setting high quality auditing and assurance standards and by facilitating the convergence of international and national standards, thereby enhancing the quality and uniformity of practice throughout the world and strengthening public confidence in the global auditing and assurance profession.

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INTERNATIONAL STANDARD ON AUDITING 210 AGREEING THE TERMS OF AUDIT ENGAGEMENTS

(Effective for audits of financial statements for periods
beginning on or after December 15, 2009)

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International Standard on Auditing (ISA) 210, “Agreeing the Terms of Audit Engagements” should be read in conjunction with ISA 200 “Overall Objectives of the Independent Auditor and the Conduct of an Audit in Accordance with International Standards on Auditing.”

Introduction

Scope of this ISA

1. This International Standard on Auditing (ISA) deals with the auditor's responsibilities in agreeing the terms of the audit engagement with management and, where appropriate, those charged with governance. This includes establishing that certain preconditions for an audit, responsibility for which rests with management and, where appropriate, those charged with governance, are present. ISA 220¹ deals with those aspects of engagement acceptance that are within the control of the auditor. (Ref: Para. A1)

Effective Date

2. This ISA is effective for audits of financial statements for periods beginning on or after December 15, 2009.

Objective

3. The objective of the auditor is to accept or continue an audit engagement only when the basis upon which it is to be performed has been agreed, through:
 - (a) Establishing whether the preconditions for an audit are present; and
 - (b) Confirming that there is a common understanding between the auditor and management and, where appropriate, those charged with governance of the terms of the audit engagement.

Definitions

4. For purposes of the ISAs, the following term has the meaning attributed below:

Preconditions for an audit – The use by management of an acceptable financial reporting framework in the preparation of the financial statements and the agreement of management and, where appropriate, those charged with governance to the premise² on which an audit is conducted.
5. For the purposes of this ISA, references to “management” should be read hereafter as “management and, where appropriate, those charged with governance.”

Requirements

Preconditions for an Audit

6. In order to establish whether the preconditions for an audit are present, the auditor shall:

¹ ISA 220, “Quality Control for an Audit of Financial Statements.”

² ISA 200, “Overall Objectives of the Independent Auditor and the Conduct of an Audit in Accordance with International Standards on Auditing,” paragraph 13.

- (a) Determine whether the financial reporting framework to be applied in the preparation of the financial statements is acceptable; and (Ref: Para. A2-A10)
- (b) Obtain the agreement of management that it acknowledges and understands its responsibility: (Ref: Para. A11-A14, A20)
 - (i) For the preparation of the financial statements in accordance with the applicable financial reporting framework, including where relevant their fair presentation; (Ref: Para. A15)
 - (ii) For such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and (Ref: Para. A16-A19)
 - (iii) To provide the auditor with:
 - a. Access to all information of which management is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - b. Additional information that the auditor may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom the auditor determines it necessary to obtain audit evidence.

Limitation on Scope Prior to Audit Engagement Acceptance

7. If management or those charged with governance impose a limitation on the scope of the auditor's work in the terms of a proposed audit engagement such that the auditor believes the limitation will result in the auditor disclaiming an opinion on the financial statements, the auditor shall not accept such a limited engagement as an audit engagement, unless required by law or regulation to do so.

Other Factors Affecting Audit Engagement Acceptance

8. If the preconditions for an audit are not present, the auditor shall discuss the matter with management. Unless required by law or regulation to do so, the auditor shall not accept the proposed audit engagement:
- (a) If the auditor has determined that the financial reporting framework to be applied in the preparation of the financial statements is unacceptable, except as provided in paragraph 19; or
 - (b) If the agreement referred to in paragraph 6(b) has not been obtained.

Agreement on Audit Engagement Terms

9. The auditor shall agree the terms of the audit engagement with management or those charged with governance, as appropriate. (Ref: Para. A21)
10. Subject to paragraph 11, the agreed terms of the audit engagement shall be recorded in an audit engagement letter or other suitable form of written agreement and shall include: (Ref: Para. A22-A25)
 - (a) The objective and scope of the audit of the financial statements;
 - (b) The responsibilities of the auditor;
 - (c) The responsibilities of management;
 - (d) Identification of the applicable financial reporting framework for the preparation of the financial statements; and
 - (e) Reference to the expected form and content of any reports to be issued by the auditor and a statement that there may be circumstances in which a report may differ from its expected form and content.
11. If law or regulation prescribes in sufficient detail the terms of the audit engagement referred to in paragraph 10, the auditor need not record them in a written agreement, except for the fact that such law or regulation applies and that management acknowledges and understands its responsibilities as set out in paragraph 6(b). (Ref: Para. A22, A26-A27)
12. If law or regulation prescribes responsibilities of management similar to those described in paragraph 6(b), the auditor may determine that the law or regulation includes responsibilities that, in the auditor's judgment, are equivalent in effect to those set out in that paragraph. For such responsibilities that are equivalent, the auditor may use the wording of the law or regulation to describe them in the written agreement. For those responsibilities that are not prescribed by law or regulation such that their effect is equivalent, the written agreement shall use the description in paragraph 6(b). (Ref: Para. A26)

Recurring Audits

13. On recurring audits, the auditor shall assess whether circumstances require the terms of the audit engagement to be revised and whether there is a need to remind the entity of the existing terms of the audit engagement. (Ref: Para. A28)

Acceptance of a Change in the Terms of the Audit Engagement

14. The auditor shall not agree to a change in the terms of the audit engagement where there is no reasonable justification for doing so. (Ref: Para. A29-A31)
15. If, prior to completing the audit engagement, the auditor is requested to change the audit engagement to an engagement that conveys a lower level of

assurance, the auditor shall determine whether there is reasonable justification for doing so. (Ref: Para. A32-A33)

16. If the terms of the audit engagement are changed, the auditor and management shall agree on and record the new terms of the engagement in an engagement letter or other suitable form of written agreement.
17. If the auditor is unable to agree to a change of the terms of the audit engagement and is not permitted by management to continue the original audit engagement, the auditor shall:
 - (a) Withdraw from the audit engagement where possible under applicable law or regulation; and
 - (b) Determine whether there is any obligation, either contractual or otherwise, to report the circumstances to other parties, such as those charged with governance, owners or regulators.

Additional Considerations in Engagement Acceptance

Financial Reporting Standards Supplemented by Law or Regulation

18. If financial reporting standards established by an authorized or recognized standards setting organization are supplemented by law or regulation, the auditor shall determine whether there are any conflicts between the financial reporting standards and the additional requirements. If such conflicts exist, the auditor shall discuss with management the nature of the additional requirements and shall agree whether:
 - (a) The additional requirements can be met through additional disclosures in the financial statements; or
 - (b) The description of the applicable financial reporting framework in the financial statements can be amended accordingly.

If neither of the above actions is possible, the auditor shall determine whether it will be necessary to modify the auditor's opinion in accordance with ISA 705.³ (Ref: Para. A34)

Financial Reporting Framework Prescribed by Law or Regulation—Other Matters Affecting Acceptance

19. If the auditor has determined that the financial reporting framework prescribed by law or regulation would be unacceptable but for the fact that it is prescribed by law or regulation, the auditor shall accept the audit engagement only if the following conditions are present: (Ref: Para. A35)
 - (a) Management agrees to provide additional disclosures in the financial statements required to avoid the financial statements being misleading; and

³ ISA 705, "Modifications to the Opinion in the Independent Auditor's Report."

- (b) It is recognized in the terms of the audit engagement that:
 - (i) The auditor’s report on the financial statements will incorporate an Emphasis of Matter paragraph, drawing users’ attention to the additional disclosures, in accordance with ISA 706;⁴ and
 - (ii) Unless the auditor is required by law or regulation to express the auditor’s opinion on the financial statements by using the phrases “present fairly, in all material respects,” or “give a true and fair view” in accordance with the applicable financial reporting framework, the auditor’s opinion on the financial statements will not include such phrases.
20. If the conditions outlined in paragraph 19 are not present and the auditor is required by law or regulation to undertake the audit engagement, the auditor shall:
- (a) Evaluate the effect of the misleading nature of the financial statements on the auditor’s report; and
 - (b) Include appropriate reference to this matter in the terms of the audit engagement.

Auditor’s Report Prescribed by Law or Regulation

21. In some cases, law or regulation of the relevant jurisdiction prescribes the layout or wording of the auditor’s report in a form or in terms that are significantly different from the requirements of ISAs. In these circumstances, the auditor shall evaluate:
- (a) Whether users might misunderstand the assurance obtained from the audit of the financial statements and, if so,
 - (b) Whether additional explanation in the auditor’s report can mitigate possible misunderstanding.⁵

If the auditor concludes that additional explanation in the auditor’s report cannot mitigate possible misunderstanding, the auditor shall not accept the audit engagement, unless required by law or regulation to do so. An audit conducted in accordance with such law or regulation does not comply with ISAs. Accordingly, the auditor shall not include any reference within the auditor’s report to the audit having been conducted in accordance with ISAs.⁶ (Ref: Para. A36-A37)

⁴ ISA 706, “Emphasis of Matter Paragraphs and Other Matter Paragraphs in the Independent Auditor’s Report.”

⁵ ISA 706.

⁶ See also ISA 700, “Forming an Opinion and Reporting on Financial Statements,” paragraph 43.

Application and Other Explanatory Material

Scope of this ISA (Ref: Para. 1)

- A1. Assurance engagements, which include audit engagements, may only be accepted when the practitioner considers that relevant ethical requirements such as independence and professional competence will be satisfied, and when the engagement exhibits certain characteristics.⁷ The auditor's responsibilities in respect of ethical requirements in the context of the acceptance of an audit engagement and in so far as they are within the control of the auditor are dealt with in ISA 220.⁸ This ISA deals with those matters (or preconditions) that are within the control of the entity and upon which it is necessary for the auditor and the entity's management to agree.

Preconditions for an Audit

The Financial Reporting Framework (Ref: Para. 6(a))

- A2. A condition for acceptance of an assurance engagement is that the criteria referred to in the definition of an assurance engagement are suitable and available to intended users.⁹ Criteria are the benchmarks used to evaluate or measure the subject matter including, where relevant, benchmarks for presentation and disclosure. Suitable criteria enable reasonably consistent evaluation or measurement of a subject matter within the context of professional judgment. For purposes of the ISAs, the applicable financial reporting framework provides the criteria the auditor uses to audit the financial statements, including where relevant their fair presentation.
- A3. Without an acceptable financial reporting framework, management does not have an appropriate basis for the preparation of the financial statements and the auditor does not have suitable criteria for auditing the financial statements. In many cases the auditor may presume that the applicable financial reporting framework is acceptable, as described in paragraphs A8-A9.

Determining the Acceptability of the Financial Reporting Framework

- A4. Factors that are relevant to the auditor's determination of the acceptability of the financial reporting framework to be applied in the preparation of the financial statements include:
- The nature of the entity (for example, whether it is a business enterprise, a public sector entity or a not for profit organization);

⁷ "International Framework for Assurance Engagements," paragraph 17.

⁸ ISA 220, paragraphs 9-11.

⁹ "International Framework for Assurance Engagements," paragraph 17(b)(ii).

- The purpose of the financial statements (for example, whether they are prepared to meet the common financial information needs of a wide range of users or the financial information needs of specific users);
 - The nature of the financial statements (for example, whether the financial statements are a complete set of financial statements or a single financial statement); and
 - Whether law or regulation prescribes the applicable financial reporting framework.
- A5. Many users of financial statements are not in a position to demand financial statements tailored to meet their specific information needs. While all the information needs of specific users cannot be met, there are financial information needs that are common to a wide range of users. Financial statements prepared in accordance with a financial reporting framework designed to meet the common financial information needs of a wide range of users are referred to as general purpose financial statements.
- A6. In some cases, the financial statements will be prepared in accordance with a financial reporting framework designed to meet the financial information needs of specific users. Such financial statements are referred to as special purpose financial statements. The financial information needs of the intended users will determine the applicable financial reporting framework in these circumstances. ISA 800 discusses the acceptability of financial reporting frameworks designed to meet the financial information needs of specific users.¹⁰
- A7. Deficiencies in the applicable financial reporting framework that indicate that the framework is not acceptable may be encountered after the audit engagement has been accepted. When use of that framework is prescribed by law or regulation, the requirements of paragraphs 19-20 apply. When use of that framework is not prescribed by law or regulation, management may decide to adopt another framework that is acceptable. When management does so, as required by paragraph 16, new terms of the audit engagement are agreed to reflect the change in the framework as the previously agreed terms will no longer be accurate.

General purpose frameworks

- A8. At present, there is no objective and authoritative basis that has been generally recognized globally for judging the acceptability of general purpose frameworks. In the absence of such a basis, financial reporting standards established by organizations that are authorized or recognized to promulgate standards to be used by certain types of entities are presumed to be acceptable for general purpose financial statements prepared by such entities, provided the organizations follow an established and transparent process involving

¹⁰ ISA 800, “Special Considerations—Audits of Financial Statements Prepared in Accordance with Special Purpose Frameworks,” paragraph 8.

deliberation and consideration of the views of a wide range of stakeholders. Examples of such financial reporting standards include:

- International Financial Reporting Standards (IFRSs) promulgated by the International Accounting Standards Board;
- International Public Sector Accounting Standards (IPSASs) promulgated by the International Public Sector Accounting Standards Board; and
- Accounting principles promulgated by an authorized or recognized standards setting organization in a particular jurisdiction, provided the organization follows an established and transparent process involving deliberation and consideration of the views of a wide range of stakeholders.

These financial reporting standards are often identified as the applicable financial reporting framework in law or regulation governing the preparation of general purpose financial statements.

Financial reporting frameworks prescribed by law or regulation

- A9. In accordance with paragraph 6(a), the auditor is required to determine whether the financial reporting framework, to be applied in the preparation of the financial statements, is acceptable. In some jurisdictions, law or regulation may prescribe the financial reporting framework to be used in the preparation of general purpose financial statements for certain types of entities. In the absence of indications to the contrary, such a financial reporting framework is presumed to be acceptable for general purpose financial statements prepared by such entities. In the event that the framework is not considered to be acceptable, paragraphs 19-20 apply.

Jurisdictions that do not have standards setting organizations or prescribed financial reporting frameworks

- A10. When an entity is registered or operating in a jurisdiction that does not have an authorized or recognized standards setting organization, or where use of the financial reporting framework is not prescribed by law or regulation, management identifies a financial reporting framework to be applied in the preparation of the financial statements. Appendix 2 contains guidance on determining the acceptability of financial reporting frameworks in such circumstances.

Agreement of the Responsibilities of Management (Ref: Para. 6(b))

- A11. An audit in accordance with ISAs is conducted on the premise that management has acknowledged and understands that it has the responsibilities set out in paragraph 6(b).¹¹ In certain jurisdictions, such responsibilities may be

¹¹ ISA 200, paragraph A2.

specified in law or regulation. In others, there may be little or no legal or regulatory definition of such responsibilities. ISAs do not override law or regulation in such matters. However, the concept of an independent audit requires that the auditor's role does not involve taking responsibility for the preparation of the financial statements or for the entity's related internal control, and that the auditor has a reasonable expectation of obtaining the information necessary for the audit in so far as management is able to provide or procure it. Accordingly, the premise is fundamental to the conduct of an independent audit. To avoid misunderstanding, agreement is reached with management that it acknowledges and understands that it has such responsibilities as part of agreeing and recording the terms of the audit engagement in paragraphs 9-12.

- A12. The way in which the responsibilities for financial reporting are divided between management and those charged with governance will vary according to the resources and structure of the entity and any relevant law or regulation, and the respective roles of management and those charged with governance within the entity. In most cases, management is responsible for execution while those charged with governance have oversight of management. In some cases, those charged with governance will have, or will assume, responsibility for approving the financial statements or monitoring the entity's internal control related to financial reporting. In larger or public entities, a subgroup of those charged with governance, such as an audit committee, may be charged with certain oversight responsibilities.
- A13. ISA 580 requires the auditor to request management to provide written representations that it has fulfilled certain of its responsibilities.¹² It may therefore be appropriate to make management aware that receipt of such written representations will be expected, together with written representations required by other ISAs and, where necessary, written representations to support other audit evidence relevant to the financial statements or one or more specific assertions in the financial statements.
- A14. Where management will not acknowledge its responsibilities, or agree to provide the written representations, the auditor will be unable to obtain sufficient appropriate audit evidence.¹³ In such circumstances, it would not be appropriate for the auditor to accept the audit engagement, unless law or regulation requires the auditor to do so. In cases where the auditor is required to accept the audit engagement, the auditor may need to explain to management the importance of these matters, and the implications for the auditor's report.

¹² ISA 580, "Written Representations," paragraphs 10-11.

¹³ ISA 580, paragraph A26.

Preparation of the Financial Statements (Ref: Para. 6(b)(i))

A15. Most financial reporting frameworks include requirements relating to the presentation of the financial statements; for such frameworks, *preparation* of the financial statements in accordance with the financial reporting framework includes *presentation*. In the case of a fair presentation framework the importance of the reporting objective of fair presentation is such that the premise agreed with management includes specific reference to fair presentation, or to the responsibility to ensure that the financial statements will “give a true and fair view” in accordance with the financial reporting framework.

Internal Control (Ref: Para. 6(b)(ii))

- A16. Management maintains such internal control as it determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Internal control, no matter how effective, can provide an entity with only reasonable assurance about achieving the entity’s financial reporting objectives due to the inherent limitations of internal control.¹⁴
- A17. An independent audit conducted in accordance with the ISAs does not act as a substitute for the maintenance of internal control necessary for the preparation of financial statements by management. Accordingly, the auditor is required to obtain the agreement of management that it acknowledges and understands its responsibility for internal control. However, the agreement required by paragraph 6(b)(ii) does not imply that the auditor will find that internal control maintained by management has achieved its purpose or will be free of deficiencies.
- A18. It is for management to determine what internal control is necessary to enable the preparation of the financial statements. The term “internal control” encompasses a wide range of activities within components that may be described as the control environment; the entity’s risk assessment process; the information system, including the related business processes relevant to financial reporting, and communication; control activities; and monitoring of controls. This division, however, does not necessarily reflect how a particular entity may design, implement and maintain its internal control, or how it may classify any particular component.¹⁵ An entity’s internal control (in particular, its accounting books and records, or accounting systems) will reflect the needs of management, the complexity of the business, the nature of the risks to which the entity is subject, and relevant laws or regulation.

¹⁴ ISA 315, “Identifying and Assessing the Risks of Material Misstatement through Understanding the Entity and Its Environment,” paragraph A46.

¹⁵ ISA 315, paragraph A51 and Appendix 1.

A19. In some jurisdictions, law or regulation may refer to the responsibility of management for the adequacy of accounting books and records, or accounting systems. In some cases, general practice may assume a distinction between accounting books and records or accounting systems on the one hand, and internal control or controls on the other. As accounting books and records, or accounting systems, are an integral part of internal control as referred to in paragraph A18, no specific reference is made to them in paragraph 6(b)(ii) for the description of the responsibility of management. To avoid misunderstanding, it may be appropriate for the auditor to explain to management the scope of this responsibility.

Considerations Relevant to Smaller Entities (Ref: Para. 6(b))

A20. One of the purposes of agreeing the terms of the audit engagement is to avoid misunderstanding about the respective responsibilities of management and the auditor. For example, when a third party has assisted with the preparation of the financial statements, it may be useful to remind management that the preparation of the financial statements in accordance with the applicable financial reporting framework remains its responsibility.

Agreement on Audit Engagement Terms

Agreeing the Terms of the Audit Engagement (Ref: Para. 9)

A21. The roles of management and those charged with governance in agreeing the terms of the audit engagement for the entity depend on the governance structure of the entity and relevant law or regulation.

*Audit Engagement Letter or Other Form of Written Agreement*¹⁶ (Ref: Para. 10-11)

A22. It is in the interests of both the entity and the auditor that the auditor sends an audit engagement letter before the commencement of the audit to help avoid misunderstandings with respect to the audit. In some countries, however, the objective and scope of an audit and the responsibilities of management and of the auditor may be sufficiently established by law, that is, they prescribe the matters described in paragraph 10. Although in these circumstances paragraph 11 permits the auditor to include in the engagement letter only reference to the fact that relevant law or regulation applies and that management acknowledges and understands its responsibilities as set out in paragraph 6(b), the auditor may nevertheless consider it appropriate to include the matters described in paragraph 10 in an engagement letter for the information of management.

¹⁶ In the paragraphs that follow, any reference to an audit engagement letter is to be taken as a reference to an audit engagement letter or other suitable form of written agreement.

Form and Content of the Audit Engagement Letter

A23. The form and content of the audit engagement letter may vary for each entity. Information included in the audit engagement letter on the auditor's responsibilities may be based on ISA 200.¹⁷ Paragraphs 6(b) and 12 of this ISA deal with the description of the responsibilities of management. In addition to including the matters required by paragraph 10, an audit engagement letter may make reference to, for example:

- Elaboration of the scope of the audit, including reference to applicable legislation, regulations, ISAs, and ethical and other pronouncements of professional bodies to which the auditor adheres.
- The form of any other communication of results of the audit engagement.
- The fact that because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with ISAs.
- Arrangements regarding the planning and performance of the audit, including the composition of the audit team.
- The expectation that management will provide written representations (see also paragraph A13).
- The agreement of management to make available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timetable.
- The agreement of management to inform the auditor of facts that may affect the financial statements, of which management may become aware during the period from the date of the auditor's report to the date the financial statements are issued.
- The basis on which fees are computed and any billing arrangements.
- A request for management to acknowledge receipt of the audit engagement letter and to agree to the terms of the engagement outlined therein.

A24. When relevant, the following points could also be made in the audit engagement letter:

- Arrangements concerning the involvement of other auditors and experts in some aspects of the audit.

¹⁷ ISA 200, paragraphs 3-9.

- Arrangements concerning the involvement of internal auditors and other staff of the entity.
- Arrangements to be made with the predecessor auditor, if any, in the case of an initial audit.
- Any restriction of the auditor's liability when such possibility exists.
- A reference to any further agreements between the auditor and the entity.
- Any obligations to provide audit working papers to other parties.

An example of an audit engagement letter is set out in Appendix 1.

Audits of Components

A25. When the auditor of a parent entity is also the auditor of a component, the factors that may influence the decision whether to send a separate audit engagement letter to the component include the following:

- Who appoints the component auditor;
- Whether a separate auditor's report is to be issued on the component;
- Legal requirements in relation to audit appointments;
- Degree of ownership by parent; and
- Degree of independence of the component management from the parent entity.

Responsibilities of Management Prescribed by Law or Regulation (Ref: Para. 11-12)

A26. If, in the circumstances described in paragraphs A22 and A27, the auditor concludes that it is not necessary to record certain terms of the audit engagement in an audit engagement letter, the auditor is still required by paragraph 11 to seek the written agreement from management that it acknowledges and understands that it has the responsibilities set out in paragraph 6(b). However, in accordance with paragraph 12, such written agreement may use the wording of the law or regulation if such law or regulation establishes responsibilities for management that are equivalent in effect to those described in paragraph 6(b). The accounting profession, audit standards setter, or audit regulator in a jurisdiction may have provided guidance as to whether the description in law or regulation is equivalent.

Considerations specific to public sector entities

A27. Law or regulation governing the operations of public sector audits generally mandate the appointment of a public sector auditor and commonly set out the public sector auditor's responsibilities and powers, including the power to access an entity's records and other information. When law or regulation

prescribes in sufficient detail the terms of the audit engagement, the public sector auditor may nonetheless consider that there are benefits in issuing a fuller audit engagement letter than permitted by paragraph 11.

Recurring Audits (Ref: Para. 13)

A28. The auditor may decide not to send a new audit engagement letter or other written agreement each period. However, the following factors may make it appropriate to revise the terms of the audit engagement or to remind the entity of existing terms:

- Any indication that the entity misunderstands the objective and scope of the audit.
- Any revised or special terms of the audit engagement.
- A recent change of senior management.
- A significant change in ownership.
- A significant change in nature or size of the entity's business.
- A change in legal or regulatory requirements.
- A change in the financial reporting framework adopted in the preparation of the financial statements.
- A change in other reporting requirements.

Acceptance of a Change in the Terms of the Audit Engagement

Request to Change the Terms of the Audit Engagement (Ref: Para. 14)

A29. A request from the entity for the auditor to change the terms of the audit engagement may result from a change in circumstances affecting the need for the service, a misunderstanding as to the nature of an audit as originally requested or a restriction on the scope of the audit engagement, whether imposed by management or caused by other circumstances. The auditor, as required by paragraph 14, considers the justification given for the request, particularly the implications of a restriction on the scope of the audit engagement.

A30. A change in circumstances that affects the entity's requirements or a misunderstanding concerning the nature of the service originally requested may be considered a reasonable basis for requesting a change in the audit engagement.

A31. In contrast, a change may not be considered reasonable if it appears that the change relates to information that is incorrect, incomplete or otherwise unsatisfactory. An example might be where the auditor is unable to obtain sufficient appropriate audit evidence regarding receivables and the entity asks for the audit engagement to be changed to a review engagement to avoid a qualified opinion or a disclaimer of opinion.

Request to Change to a Review or a Related Service (Ref: Para. 15)

- A32. Before agreeing to change an audit engagement to a review or a related service, an auditor who was engaged to perform an audit in accordance with ISAs may need to assess, in addition to the matters referred to in paragraphs A29-A31 above, any legal or contractual implications of the change.
- A33. If the auditor concludes that there is reasonable justification to change the audit engagement to a review or a related service, the audit work performed to the date of change may be relevant to the changed engagement; however, the work required to be performed and the report to be issued would be those appropriate to the revised engagement. In order to avoid confusing the reader, the report on the related service would not include reference to:
- (a) The original audit engagement; or
 - (b) Any procedures that may have been performed in the original audit engagement, except where the audit engagement is changed to an engagement to undertake agreed-upon procedures and thus reference to the procedures performed is a normal part of the report.

Additional Considerations in Engagement Acceptance***Financial Reporting Standards Supplemented by Law or Regulation (Ref: Para. 18)***

- A34. In some jurisdictions, law or regulation may supplement the financial reporting standards established by an authorized or recognized standards setting organization with additional requirements relating to the preparation of financial statements. In those jurisdictions, the applicable financial reporting framework for the purposes of applying the ISAs encompasses both the identified financial reporting framework and such additional requirements provided they do not conflict with the identified financial reporting framework. This may, for example, be the case when law or regulation prescribes disclosures in addition to those required by the financial reporting standards or when they narrow the range of acceptable choices that can be made within the financial reporting standards.¹⁸

Financial Reporting Framework Prescribed by Law or Regulation—Other Matters Affecting Acceptance (Ref: Para. 19)

- A35. Law or regulation may prescribe that the wording of the auditor's opinion use the phrases "present fairly, in all material respects" or "give a true and fair view" in a case where the auditor concludes that the applicable financial reporting framework prescribed by law or regulation would otherwise have been unacceptable. In this case, the terms of the prescribed wording of the

¹⁸ ISA 700, paragraph 15, includes a requirement regarding the evaluation of whether the financial statements adequately refer to or describe the applicable financial reporting framework.

auditor's report are significantly different from the requirements of ISAs (see paragraph 21).

Auditor's Report Prescribed by Law or Regulation (Ref: Para. 21)

A36. ISAs require that the auditor shall not represent compliance with ISAs unless the auditor has complied with all of the ISAs relevant to the audit.¹⁹ When law or regulation prescribes the layout or wording of the auditor's report in a form or in terms that are significantly different from the requirements of ISAs and the auditor concludes that additional explanation in the auditor's report cannot mitigate possible misunderstanding, the auditor may consider including a statement in the auditor's report that the audit is not conducted in accordance with ISAs. The auditor is, however, encouraged to apply ISAs, including the ISAs that address the auditor's report, to the extent practicable, notwithstanding that the auditor is not permitted to refer to the audit being conducted in accordance with ISAs.

Considerations Specific to Public Sector Entities

A37. In the public sector, specific requirements may exist within the legislation governing the audit mandate; for example, the auditor may be required to report directly to a minister, the legislature or the public if the entity attempts to limit the scope of the audit.

¹⁹ ISA 200, paragraph 20.

Appendix 1

(Ref: Paras. A23-24)

Example of an Audit Engagement Letter

The following is an example of an audit engagement letter for an audit of general purpose financial statements prepared in accordance with International Financial Reporting Standards. This letter is not authoritative but is intended only to be a guide that may be used in conjunction with the considerations outlined in this ISA. It will need to be varied according to individual requirements and circumstances. It is drafted to refer to the audit of financial statements for a single reporting period and would require adaptation if intended or expected to apply to recurring audits (see paragraph 13 of this ISA). It may be appropriate to seek legal advice that any proposed letter is suitable.

To the appropriate representative of management or those charged with governance of ABC Company:²⁰

[The objective and scope of the audit]

You²¹ have requested that we audit the financial statements of ABC Company, which comprise the balance sheet as at December 31, 20X1, and the income statement, statement of changes in equity and cash flow statement for the year then ended, and a summary of significant accounting policies and other explanatory information. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

[The responsibilities of the auditor]

We will conduct our audit in accordance with International Standards on Auditing (ISAs). Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and

²⁰ The addressees and references in the letter would be those that are appropriate in the circumstances of the engagement, including the relevant jurisdiction. It is important to refer to the appropriate persons – see paragraph A21.

²¹ Throughout this letter, references to “you,” “we,” “us,” “management,” “those charged with governance” and “auditor” would be used or amended as appropriate in the circumstances.

the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with ISAs.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

[The responsibilities of management and identification of the applicable financial reporting framework (for purposes of this example it is assumed that the auditor has not determined that the law or regulation prescribes those responsibilities in appropriate terms; the descriptions in paragraph 6(b) of this ISA are therefore used).]

Our audit will be conducted on the basis that [management and, where appropriate, those charged with governance]²² acknowledge and understand that they have responsibility:

- (a) For the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards;²³
- (b) For such internal control as [management] determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) To provide us with:
 - (i) Access to all information of which [management] is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - (ii) Additional information that we may request from [management] for the purpose of the audit; and
 - (iii) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from [management and, where appropriate, those charged with governance], written confirmation concerning representations made to us in connection with the audit.

²² Use terminology as appropriate in the circumstances.

²³ Or, if appropriate, "For the preparation of financial statements that give a true and fair view in accordance with International Financial Reporting Standards."

We look forward to full cooperation from your staff during our audit.

[Other relevant information]

[Insert other information, such as fee arrangements, billings and other specific terms, as appropriate.]

[Reporting]

[Insert appropriate reference to the expected form and content of the auditor's report.]

The form and content of our report may need to be amended in the light of our audit findings.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

XYZ & Co.

Acknowledged and agreed on behalf of ABC Company by

(signed)

.....

Name and Title

Date

Appendix 2

(Ref: Para. A10)

Determining the Acceptability of General Purpose Frameworks

Jurisdictions that Do Not Have Authorized or Recognized Standards Setting Organizations or Financial Reporting Frameworks Prescribed by Law or Regulation

1. As explained in paragraph A10 of this ISA, when an entity is registered or operating in a jurisdiction that does not have an authorized or recognized standards setting organization, or where use of the financial reporting framework is not prescribed by law or regulation, management identifies an applicable financial reporting framework. Practice in such jurisdictions is often to use the financial reporting standards established by one of the organizations described in paragraph A8 of this ISA.
2. Alternatively, there may be established accounting conventions in a particular jurisdiction that are generally recognized as the financial reporting framework for general purpose financial statements prepared by certain specified entities operating in that jurisdiction. When such a financial reporting framework is adopted, the auditor is required by paragraph 6(a) of this ISA to determine whether the accounting conventions collectively can be considered to constitute an acceptable financial reporting framework for general purpose financial statements. When the accounting conventions are widely used in a particular jurisdiction, the accounting profession in that jurisdiction may have considered the acceptability of the financial reporting framework on behalf of the auditors. Alternatively, the auditor may make this determination by considering whether the accounting conventions exhibit attributes normally exhibited by acceptable financial reporting frameworks (see paragraph 3 below), or by comparing the accounting conventions to the requirements of an existing financial reporting framework considered to be acceptable (see paragraph 4 below).
3. Acceptable financial reporting frameworks normally exhibit the following attributes that result in information provided in financial statements that is useful to the intended users:
 - (a) **Relevance**, in that the information provided in the financial statements is relevant to the nature of the entity and the purpose of the financial statements. For example, in the case of a business enterprise that prepares general purpose financial statements, relevance is assessed in terms of the information necessary to meet the common financial information needs of a wide range of users in making economic decisions. These needs are ordinarily met by presenting the financial position, financial performance and cash flows of the business enterprise.

- (b) Completeness, in that transactions and events, account balances and disclosures that could affect conclusions based on the financial statements are not omitted.
 - (c) Reliability, in that the information provided in the financial statements:
 - (i) Where applicable, reflects the economic substance of events and transactions and not merely their legal form; and
 - (ii) Results in reasonably consistent evaluation, measurement, presentation and disclosure, when used in similar circumstances.
 - (d) Neutrality, in that it contributes to information in the financial statements that is free from bias.
 - (e) Understandability, in that the information in the financial statements is clear and comprehensive and not subject to significantly different interpretation.
4. The auditor may decide to compare the accounting conventions to the requirements of an existing financial reporting framework considered to be acceptable. For example, the auditor may compare the accounting conventions to IFRSs. For an audit of a small entity, the auditor may decide to compare the accounting conventions to a financial reporting framework specifically developed for such entities by an authorized or recognized standards setting organization. When the auditor makes such a comparison and differences are identified, the decision as to whether the accounting conventions adopted in the preparation of the financial statements constitute an acceptable financial reporting framework includes considering the reasons for the differences and whether application of the accounting conventions, or the description of the financial reporting framework in the financial statements, could result in financial statements that are misleading.
5. A conglomeration of accounting conventions devised to suit individual preferences is not an acceptable financial reporting framework for general purpose financial statements. Similarly, a compliance framework will not be an acceptable financial reporting framework, unless it is generally accepted in the particular jurisdictions by preparers and users.

