



## Agenda Item 1 (1) A

<b>Proposed AT-C Section 215, <i>Agreed-Upon Procedures Engagements</i></b>	
<b>Introduction, Objectives, Definitions, and Requirements</b>	<b>Application and Other Explanatory Material</b>
<p><b>Introduction</b></p> <p><b>.01</b> This section contains performance and reporting requirements and application guidance for all agreed-upon procedures engagements. The requirements and guidance in this section supplement the requirements and guidance in AT-C section 105, <i>Concepts Common to All Attestation Engagements</i>.*</p> <p><b>.02</b> An <i>agreed-upon procedures engagement</i> is one in which a practitioner is engaged to issue, or does issue, a practitioner’s report of findings based on specific procedures applied to subject matter. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party may vary widely, the nature, timing, and extent of the procedures may vary as well. (Ref: par. A1-.A2)</p> <p><b>.03</b> Because the engaging party best understands its own needs, the engaging party is required to agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose of the engagement prior to issuance of the practitioner’s agreed-upon procedures report. Engagement circumstances may be such that it is appropriate for parties in addition to the engaging party to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes. The engaging party and intended users assess for themselves the procedures and findings</p>	<p><b>Introduction</b> (Ref: par. .02 and .05)</p> <p><del><b>.A1</b> Based on the nature of the engagement, the procedures may be applied to <i>subject matter</i> or <i>subject matter information</i> as those terms are defined in paragraph .11 of AT-C section 105, <i>Concepts Common to All Attestation Engagements</i>.—</del>Reference to “subject matter” in this section encompasses anything on which agreed-upon procedures are performed, including information, documents, measurements or compliance with laws and regulations.</p> <p><b>.A2</b> The procedures to be performed may be developed by the practitioner, the engaging party, another party, or a combination of these parties. Further, the procedures may be prescribed by law, regulation, or contract.</p>

\* All AT-C sections can be found in AICPA *Professional Standards*.

Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

<p>reported by the practitioner and draw their own conclusions from the work performed by the practitioner.</p> <p><b>.04</b> In an engagement performed in accordance with this section, the practitioner does not perform an examination or a review and does not provide an opinion or conclusion. Instead, the agreed-upon procedures report is in the form of procedures and findings.</p>	
<p><b>.05</b> When a practitioner performs services pursuant to an engagement to apply agreed-upon procedures to subject matter as part of or in addition to another form of service, this section applies only to those services described herein; other professional standards would apply to the other services. Other services may include an audit, review, or compilation of a financial statement, another attestation service performed pursuant to the attestation standards, or a nonattest service. A practitioner’s report on applying agreed-upon procedures to subject matter may be combined with a report on such other services, provided the types of services can be clearly distinguished, and the applicable standards for each service are followed. (Ref: par. A2)</p>	
<p><b>.06</b> This section does not apply to engagements to issue letters (commonly referred to as <i>comfort letters</i>) to underwriters and certain other requesting parties.<sup>1</sup></p>	
<p><b>Effective Date</b></p>	
<p><b>.07</b> <del>If issued as final,</del>† This section <del>will be</del> effective for agreed-upon procedures reports dated on or after July 15, 2021. <u>Early implementation is permitted.</u></p>	
<p><b>Objectives</b></p>	<p><b>Objectives (Ref: par. .08a)</b></p>
<p><b>.08</b> In conducting an agreed-upon procedures engagement, the objectives of the practitioner are to do the following:</p> <p style="padding-left: 20px;">a. Apply specific procedures to subject matter. (Ref: par. .A3)</p>	<p><b>.A3</b> In an agreed-upon procedures engagement, the practitioner applies procedures to the subject matter of the engagement. The requirements and guidance related to the subject matter in AT-C section 105 apply.</p>

<sup>1</sup> See AU-C section 920, *Letters for Underwriters and Certain Other Requesting Parties*, in AICPA Professional Standards.

<p>b. Issue a written practitioner’s report that describes the procedures applied and the practitioner’s findings without providing an opinion or conclusion on the subject matter.</p> <p>c. Communicate further as required by relevant AT-C sections.</p>	
<p><b>Requirements</b></p>	
<p><b>Conduct of an Agreed-Upon Procedures Engagement</b></p>	<p><b>Conduct of an Agreed-Upon Procedures Engagement (Ref: par. .09)</b></p>
<p><b>.09</b> In performing an agreed-upon procedures engagement, the practitioner should comply with this section, AT-C section 105, and any subject matter section that is relevant to the engagement. A subject matter AT-C section is relevant to the engagement when it is in effect and the circumstances addressed by the AT-C section exist. (Ref: par. .A4)</p>	<p><b>.A4</b> <del>For example, if</del> a practitioner were performing an agreed-upon procedures engagement related to an entity’s compliance with requirements of specified laws, regulations, rules, contracts, or grants, AT-C section 105, this section, and AT-C section 315, <i>Compliance Attestation</i>, would be relevant. In addition, there may <del>also</del> be interpretative publications applicable to the subject matter such as, <del>for example,</del> Statement of Position 17-1, <i>Performing Agreed-Upon Procedures Related to Rated Exchange Act Asset-Backed Securities Third-Party Due Diligence Services As Defined by SEC Release No. 34-72936</i>.</p>
<p><b>Preconditions for an Agreed-Upon Procedures Engagement</b></p>	<p><b>Preconditions for an Agreed-Upon Procedures Engagement (Ref: par. .10-.11 and .35)</b></p>
<p><b>.10</b> AT-C section 105 indicates that a practitioner must be independent when performing an attestation engagement in accordance with the attestation standards, unless the practitioner is required by law or regulation to accept the engagement and report on the subject matter .<sup>2</sup> When the practitioner is not independent but is required by law or regulation to accept an agreed-upon procedures engagement and report on the procedures performed and findings obtained, the practitioner’s report should specifically state that the practitioner is not independent. The practitioner is neither required to provide, nor precluded from providing, the reasons for the lack of independence; however, if the practitioner chooses to provide the reasons for the lack of independence, the practitioner should include all the reasons therefor. (Ref: par. .A5)</p>	<p><b>.A5</b> The “Agreed-Upon Procedure Engagements Performed in Accordance With SSAEs” interpretation (ET sec. 1.297.020)<sup>‡</sup> of the “Independence Rule” establishes independence requirements unique to agreed-upon procedures engagements.</p>

<sup>2</sup> Paragraph ~~.10-24~~ of AT-C section 105, *Concepts Common to All Attestation Engagements*.

<sup>‡</sup> All ET sections can be found in AICPA *Professional Standards*.

**.11** In order to establish that the preconditions for an agreed-upon procedures engagement are present, the practitioner should determine that the following conditions, in addition to the preconditions identified in AT-C section 105, are present:<sup>3</sup> (Ref: par. A6)

- a. The practitioner determines that procedures can be designed, performed, and reported on in accordance with this section.
- b. The engaging party agrees, or will be able to agree, to the procedures and acknowledge that the procedures are appropriate for the intended purpose of the engagement. (Ref: par. A7)
- c. The procedures to be applied to the subject matter are expected to result in reasonably consistent findings ~~that are capable of being objectively verified and objectively described, meaning that different practitioners performing the same procedures are expected to arrive at the same results.~~
- d. When applicable, the practitioner agrees to apply any materiality limits threshold for reporting exceptions established by the engaging party ~~for reporting purposes.~~ (Ref: par. A35)

**.12** The practitioner should establish an understanding with the engaging party regarding the nature of the engagement, including:

- a. The intended purpose of the engagement and the intended users of the agreed-upon procedures report, including whether the practitioner's agreed-upon procedures report is expected to be restricted to the use of intended users; (Ref: par. A7-.A8)

- b. Any law, regulation, or contract pursuant to which the engagement is to

**.A6** In determining whether procedures can be designed, performed, and reported on in accordance with this section, the practitioner may consider whether such procedures:

- Are or will be subjective or require judgment to apply; ~~including whether an understanding of relevant documents or agreements (for example, provisions of a contract) may be needed~~
- ~~Are or w~~Will ~~not~~ be selected to only result in findings that show the subject matter in a favorable light
- Will meet the intended purpose of the engagement as well as the intended purpose of other parties to the engagement.

**.A7** The intended purpose of the engagement is determined by the engaging party. Consideration of the intended purpose of the engagement and the intended users of the practitioner's agreed-upon procedures report informs the practitioner's judgments about whether it is practical or necessary to obtain the agreement of those users, and whether to restrict the use of the report as discussed in paragraphs .35-.36.

**.A8** The engagement may be required by law, regulation, or contract or may arise as a result of a request by a third party or the engaging party's intent to provide information to a broad class of users, such as customers.

**.A9** Law or regulation may require an agreed-upon procedures engagement to be performed (for example, to demonstrate

<sup>3</sup> Paragraphs ~~.2524-.3028~~ of AT-C section 105.

be performed; and (Ref: par. A9)

- c. whether parties in addition to the engaging party will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their intended purposes. (Ref: par. A10-.~~A12~~A13)

compliance with requirements of specific laws or regulations). Further, the procedures to be performed may be prescribed by law, regulation, or contact. Regulatory expectations may also be set out as part of a regulatory audit or communications or requests from regulators. Law or regulation may prescribe the nature, timing, and extent of the procedures to be performed and, in some cases, the way the procedures or findings are to be described in the practitioner's report. In other circumstances, law or regulation may prescribe only the nature of the procedures to be performed or may use uncertain terms lacking clarity that an agreed-upon procedures engagement is an acceptable service (for example, terms requiring an audit, review, examination, validation, or certification).

**.A10** Based on the practitioner's understanding with the engaging party, the practitioner may consider it necessary to request a regulator to agree to the procedures and acknowledge that the procedures performed are appropriate for their intended purpose.

**.A11** A contract may require an agreed-upon procedures engagement to be performed. Given that the procedures are being performed to satisfy the obligations or expectations of the parties to the contract, unless the procedures, or a detailed description of the nature of the procedures, are included in the contract, all users of the practitioner's agreed-upon procedures report ordinarily would agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

**.A12** As another example, a practitioner may be engaged to perform procedures relating to a securitization transaction. In such circumstances, the practitioner and engaging party may ~~determine for identify~~ other parties, such as underwriters, to request to agree to the procedures and acknowledge that the procedures performed are appropriate for their intended purposes~~to agree to the procedures.~~

	<p><u><del>.A13</del></u> Nothing precludes the practitioner and engaging party from agreeing to the type of communication or acknowledgment to be used to obtain the agreement and acknowledgment of parties other than the engaging party that the procedures performed are appropriate for their intended purposes and who would make the communication. If the practitioner intends to communicate directly with a party other than the engaging party, the rules regarding confidential information as set forth in the AICPA Code of Professional Conduct applies.</p>
<p><b>.13</b> The practitioner is precluded from accepting an agreed-upon procedures engagement if the practitioner believes the intended purpose of the engagement is not clear or the engaging party will not have a basis for agreeing and acknowledging that the procedures are appropriate for the intended purpose of the engagement.</p>	
<p><b>Agreeing on the Terms of the Engagement</b></p>	<p><b>Agreeing on the Terms of the Engagement (Ref: par. .14–.15)</b></p>
<p><b>.14</b> The practitioner should agree upon the terms of the engagement with the engaging party. The agreed-upon terms of the engagement should be specified in sufficient detail in an engagement letter or other suitable form of written agreement. (Ref: par. <u><del>.A13</del></u><u><del>A14</del></u>)</p>	<p><u><del>.A13</del></u><u><del>A14</del></u> It is in the interests of both the engaging party and the practitioner to document the agreed-upon terms of the engagement before the commencement of the engagement to help avoid misunderstandings. The form and content of the engagement letter or other suitable form of written agreement will vary with the engagement circumstances.</p>
<p><b>.15</b> The agreed-upon terms of the engagement should include the following:</p> <ul style="list-style-type: none"> <li>a. The nature of the engagement established pursuant to paragraph .12</li> <li>b. Identification of the subject matter and the responsible party</li> <li>c. The responsibilities of the practitioner (Ref: par. <u><del>.A14</del></u><u><del>A15</del></u><u><del>-.A15</del></u><u><del>A16</del></u>)</li> <li>d. A statement that the engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants</li> </ul>	<p><u><del>.A14</del></u><u><del>A15</del></u> The responsibility of the practitioner is to carry out the procedures and report the findings in accordance with the attestation standards. The practitioner assumes the risk that misapplication of the procedures may result in inappropriate findings being reported. Furthermore, the practitioner assumes the risk that appropriate findings may not be reported or may be reported inaccurately. The practitioner’s risks can be reduced through adequate planning and supervision and due professional care in performing the procedures, accumulating the findings, and preparing the practitioner’s report.</p> <p><u><del>.A15</del></u><u><del>A16</del></u> The practitioner has no responsibility to determine the differences between the procedures to be performed and the procedures that the practitioner would have determined to be necessary had the practitioner been engaged to perform another form</p>

e. A statement that the responsible party is responsible for the subject matter (Ref: par. ~~.A16~~A17)

f. An acknowledgment that the engaging party agrees to provide the practitioner, prior to the completion of the engagement, with a written agreement and acknowledgment regarding the appropriateness of the procedures for the intended purpose of the engagement. ~~In circumstances in which parties in addition to the engaging party will be requested to agree to the procedures and acknowledge that the procedures are appropriate for their purposes and such parties are known at the onset of the engagement, the agreed upon terms of the engagement should include an identification of such parties.~~ (Ref. par. ~~.A17~~A18).

g. An acknowledgment that the engaging party agrees to provide, at the conclusion of the engagement, a representation letter ~~that, if applicable, will include a representation that the engaging party has obtained agreement and acknowledgment from all appropriate parties that the procedures are appropriate for their purposes.~~

h. ~~If known at the onset of the engagement, an identification of any other~~

of attestation engagement. The procedures that the practitioner performs pursuant to an agreed-upon procedures engagement may be more or less extensive than the procedures that the practitioner would determine to be necessary had he or she been engaged to perform another form of engagement.

~~.A16~~A17 There may be circumstances in which the party responsible for the subject matter is not a party to the engagement. For example, the practitioner may be engaged to perform procedures with respect to benchmarking certain information in which multiple entities may be responsible for certain aspects of the information, or the information may be publicly available, such as subject matter that appears on the internet or in a public building such as a grocery or retail store. If the practitioner is engaged to benchmark the prices of 10 products at 3 different stores on a certain date, each of the stores may be responsible for the source of the subject matter and the price that is published on the shelf.

~~.A17~~A18 If the procedures are prescribed or otherwise developed by parties other than the practitioner, the agreed-upon terms of the engagement may include the procedures to be performed.

<p><u>parties, in addition to the engaging party, that will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their intended purpose. If the request will be made by the engaging party, an acknowledgment that the engaging party agrees to provide, at the conclusion of the engagement, a representation that the engaging party has obtained from all appropriate parties agreement and acknowledgment that the procedures are appropriate for their purposes.</u></p> <p><i>i.</i> If the engaging party is not the responsible party, a statement that written representations may be requested from the responsible party.</p> <p><i>ii.</i> Reference to the expected form and content of the practitioner’s agreed-upon procedures report, including any use restrictions, if applicable.</p> <p><i>jk.</i> Disclaimers expected to be included in the practitioner’s report, if applicable</p> <p><i>kl.</i> Assistance to be provided to the practitioner, if applicable</p> <p><i>lm.</i> Involvement of a practitioner’s external specialist, if applicable</p> <p><i>mn.</i> Specified <del>materiality limits</del> <u>thresholds for reporting exceptions</u>, if applicable <u>(Ref: par. A35)</u></p>	
<p><b>Procedures to Be Performed</b></p>	<p><b>Procedures to Be Performed (Ref: par. .16–.17 and .25)</b></p>
<p><b>.16</b> The practitioner should perform procedures agreed to and acknowledged by the engaging party to meet the intended purpose of the engagement established with the engaging party pursuant to paragraph .12a. (Ref: par. <del>.A18A19–.A23A24</del>)</p>	<p><del>.A18–A19</del> Mere reading of specified information about the subject matter does not constitute a procedure sufficient to permit a practitioner to report on the results of applying procedures.</p>
	<p><del>.A19–A20</del> Examples of appropriate procedures include the following:</p> <ul style="list-style-type: none"> <li>• Inspection of specified documents evidencing certain types of transactions or detailed attributes thereof</li> <li>• Confirmation of specific information with third parties</li> <li>• Comparison of documents, schedules, or analyses with certain specified attributes</li> <li>• Performance of specific procedures on work performed by others</li> <li>• Performance of mathematical computations</li> </ul>



Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

	<p><del>.A20</del> <del>A21</del> Examples of inappropriate procedures include the following:</p> <ul style="list-style-type: none"> <li>• Mere reading of the work performed by others solely to describe their findings</li> <li>• Evaluating the competency or objectivity of another party</li> <li>• Obtaining an understanding about a particular subject</li> <li>• Interpreting documents outside the scope of the practitioner’s professional expertise</li> </ul>
	<p><del>.A21</del> <del>A22</del> If the practitioner selects a sample, stating the size of the sample and how the sample was selected contributes to the specificity of the description of procedures performed (for example, 50 items starting at the eighth item and selecting every fifteenth item thereafter or invoices issued from May 1 to July 31, 20XX).</p> <p><del>.A22</del> <del>A23</del> In certain circumstances, it may be <del>practical</del> <u>appropriate</u> for a planned procedure to be modified because the results of applying the procedure indicate that the procedure was not appropriately designed, and the findings would not be consistent with the intended purpose of the engagement. <del>Additionally, while it is ordinarily not acceptable to modify an appropriately designed procedure for the purpose of eliminating exceptions found, there may be valid reasons for a procedure to be modified in order to eliminate immaterial findings. For example, the practitioner may perform a procedure that results in numerous immaterial findings that would not be important to users of the practitioner’s report and, in order to present a more useful report, the procedure is revised to include a materiality threshold. Any</del> <u>However, any</u> revisions to the descriptions of procedures performed or findings that are intended to mislead users <u>or avoid reporting unfavorable findings</u> would be inappropriate.</p>
	<p><del>.A23</del> <del>A24</del> Examples of other information the practitioner may include are the date the procedure was performed and the sources of information used in performing the procedure.</p>

.17 The practitioner should not perform procedures that are open to varying interpretations or that use vague or ambiguous language. Terms of uncertain meaning (such as *general review*, *limited review*, *check*, or *test*) should not be used in describing the procedures unless such terms are defined within the procedures. (Ref: par. [.A24A25](#))

~~.A24~~~~A25~~ To avoid vague or ambiguous language, the procedures to be performed are characterized by the action to be taken at a level of specificity sufficient for a reader to understand the nature and extent of the procedures performed. Examples of acceptable descriptions of actions are as follows:

- Inspect
- Confirm
- Compare
- Agree
- Trace
- Inquire
- Recalculate
- Observe
- Mathematically check

Conversely, the following descriptions of actions (unless defined to indicate the nature, timing, and extent of the procedures associated with these actions) generally are not acceptable because they are not sufficiently precise or have an uncertain meaning:

- Note
- Review
- General review
- Limited review
- Evaluate
- Analyze
- Check
- Test
- Interpret
- Verify
- Examine

<p><b>.18</b> The practitioner should obtain evidence from applying the procedures to provide a reasonable basis for the finding or findings expressed in the practitioner’s report but need not perform additional procedures outside the scope of the engagement to gather additional evidence.</p>	
<p><b>Using the Work of a Practitioner’s External Specialist</b></p>	<p><b>Using the Work of a Practitioner’s External Specialist (Ref: par. .19)</b></p>
<p><b>.19</b> The practitioner and the engaging party should explicitly agree to the involvement of a practitioner’s external specialist if assisting a practitioner in the performance of an agreed-upon procedures engagement. (Ref: par. <del>.A25A26</del>-.A27A28)</p>	<p><del>.A25</del>-<del>A26</del> The practitioner’s education and experience enable the practitioner to be knowledgeable about business matters in general, but the practitioner is not expected to have the expertise of a person trained for or qualified to engage in the practice of another profession or occupation. In certain circumstances, it may be appropriate to involve a practitioner’s external specialist to assist the practitioner in the performance of one or more procedures. The following are examples of such circumstances:</p> <ul style="list-style-type: none"> <li>• An attorney who helps with the interpretation of legal terminology in laws, regulations, rules, contracts, or grants</li> <li>• A medical specialist who assists with understanding the characteristics of diagnosis codes documented in patient medical records</li> <li>• An environmental engineer who assists with the interpretation of environmental remedial action regulatory directives that may affect the procedures applied to an environmental liabilities account in a financial statement</li> <li>• A geologist who helps distinguish between the physical characteristics of a generic minerals group related to information to which the procedures are applied</li> </ul>
	<p><del>.A26</del>-<del>A27</del> The agreement regarding the involvement of a practitioner’s external specialist may be reached when agreeing upon the terms of the engagement or as part of obtaining the engaging party’s agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement.</p>

	<del>.A27-A28</del> A practitioner may apply procedures to the report or work product of a practitioner’s external specialist that does not constitute assistance by the external specialist to the practitioner in an agreed-upon procedures engagement. For example, the practitioner may reference information contained in a report of a practitioner’s external specialist in describing a procedure. However, it is inappropriate for the practitioner to merely read the external specialist’s report solely to describe or repeat the findings or to take responsibility for all or a portion of any procedures performed by a practitioner’s external specialist or the external specialist’s work product.
<b>.20</b> The practitioner’s report should describe the nature of the assistance provided by the practitioner’s external specialist.	
<b>Using the Work of Internal Auditors or Other Practitioners</b>	<b>Using the Work of Internal Auditors or Other Practitioners (Ref: par. .21 and par. .27)</b>
<b>.21</b> The procedures to be enumerated or referred to in the practitioner’s report should be performed entirely by the engagement team or other practitioners. (Ref: par. <del>.A28A29</del> -. <del>A30A31</del> )	<del>.A28-A29</del> Internal auditors or other personnel may prepare schedules and accumulate data or provide other information for the practitioner’s use in performing the procedures. Also, internal auditors may perform and report separately on procedures that they have carried out. Such procedures may be similar to those that a practitioner may perform under this section.
	<del>.A29-A30</del> A practitioner may perform procedures on information documented in the working papers of internal auditors. For example, the practitioner may do the following: <ul style="list-style-type: none"> <li>• Repeat all or some of the procedures</li> <li>• Determine whether the internal auditors’ documentation indicates procedures performed and whether the findings documented are presented in a report by the internal auditors</li> </ul>
	<del>.A30-A31</del> It is inappropriate for the practitioner to do the following: <ul style="list-style-type: none"> <li>• Merely read the internal auditors’ report solely to describe or repeat their findings</li> <li>• Take responsibility for all or a portion of any procedures performed by internal auditors by reporting those findings as the practitioner’s own</li> </ul>

	<ul style="list-style-type: none"> <li>• Report in any manner that implies shared responsibility for the procedures with the internal auditors</li> </ul>
<b>Appropriateness of the Procedures Performed</b>	<b>Appropriateness of the Procedures Performed (Ref: par. .22 and .27)</b>
<p><b>.22</b> Prior to the issuance of the practitioner’s agreed-upon procedures report, the practitioner should obtain a written agreement and acknowledgment from the engaging party that the procedures performed are appropriate for the intended purpose of the engagement. (Ref: par. <del>A31A32</del>-.<del>A32A33</del>)</p> <p><b>.23</b> If the engaging party refuses to provide the written agreement and acknowledgment required by paragraph .22, the practitioner should withdraw from the engagement.</p>	<p><del>.A31-A32</del> The practitioner’s communication with the engaging party enables the engaging party, if not already aware, to be made aware of the specific procedures performed and affords the engaging party an opportunity to suggest alternative or additional procedures that the engaging party may feel are appropriate in order to meet the purpose of the engagement.</p> <p><del>.A32-A33</del> The written agreement and acknowledgment of the appropriateness of the procedures performed may be documented in the engagement letter, an addendum to the engagement letter, a representation letter, or some other written communication.</p>
<b>Findings</b>	<b>Findings (Ref: par. .11d, .15n, and .24-.26)</b>
<p><b>.24</b> A practitioner should present the results of applying procedures to specific subject matter in the form of findings. (Ref: par. <del>A33A34</del>)</p>	<p><del>.A33-A34</del> Findings are the factual results of procedures performed. Findings are capable of being objectively verified and objectively described, which means that different practitioners performing the same procedures are expected to arrive at the same results. Accordingly, findings exclude opinions or conclusions in any form as well as any recommendations that the practitioner may make.</p>
<p><b>.25</b> The practitioner should report all findings from application of the procedures. Any specified <del>materiality limits thresholds for reporting exceptions</del> should be described in the practitioner’s report. (Ref: par. <del>.A23</del>-.<del>A34A35</del> and <del>.A44A45</del>)</p>	<p><del>.A34-A35</del> The concept of materiality does not apply to findings <del>to</del> reported in an agreed-upon procedures engagement unless <del>the description of materiality</del> a <del>specified threshold for reporting exceptions</del> is <del>agreed to</del> established by the engaging party. An example of language that describes a <del>materiality limit threshold for reporting exceptions</del> is as follows: “For purposes of performing these procedures, no exceptions were reported for differences of \$1,000 or less resulting solely from the rounding of amounts disclosed.”</p>
<p><b>.26</b> In reporting findings, the practitioner should (Ref: par. <del>.A38A39</del>-.<del>A39A40</del>)</p> <p><i>a.</i> not use vague or ambiguous language. (Ref: par. <del>.A35A36</del>)</p>	<p><del>.A35-A36</del> To avoid vague or ambiguous language, the findings are described at a level of specificity sufficient for a user to understand the nature, timing, and extent of the procedures and findings.</p>

Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

<p>b. not include terms of uncertain meaning. (Ref: par. <del>.A36</del><del>A37</del>)</p> <p>c. not express an opinion or conclusion <u>on the subject matter or</u> about whether the subject matter is in accordance with (or based on) the criteria. (Ref: par. <del>.A37</del><del>A38</del>)</p>	<p><del>.A36</del><del>A37</del> If, in the practitioner’s judgment, certain terms are potentially uncertain in meaning, the practitioner may consider whether a glossary is appropriate in the circumstances.</p> <p><del>.A37</del><del>A38</del> An example of language that should not be used in reporting findings is as follows: “Nothing came to our attention that caused us to believe that the subject matter is not in accordance with (or based on) the criteria, in all material respects.”</p> <p><del>.A38</del><del>A39</del> The following table provides examples of appropriate and inappropriate descriptions of findings resulting from the application of certain procedures.</p>		
	<b>Appropriate Procedures</b>	<b>Appropriate Description of Findings</b>	<b>Inappropriate Description of Findings</b>
	Inspect the shipment dates for a sample (agreed upon) of specified shipping documents and determine whether any such dates were subsequent to [date].	No shipment dates shown on the sample of shipping documents were subsequent to [date].	Nothing came to my attention as a result of applying that procedure.
	Recalculate the number of blocks of streets paved during the year ended [date], shown on contractors’ certificates of project completion; compare the resultant number to the number in an	The number of blocks of streets paved in the chart of performance statistics was Y blocks more than the number calculated from the contractors’ certificates of project completion.	The number of blocks of streets paved approximated the number of blocks included in the chart of performance statistics.

Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

	identified chart of performance statistics as of [date].		
	Recalculate the rate of return on a specified investment (according to an agreed-upon formula) and determine whether the resultant percentage agrees to the percentage in an identified schedule.	No exceptions were found as a result of applying the procedure.	The resultant percentage approximated the predetermined percentage in the identified schedule.
	Inspect the quality standards classification codes in identified performance test documents for products produced during [specified period]; compare such codes to those shown in the [identified] computer printout for [specified period] as of [date].	All classification codes inspected in the identified documents were the same as those shown in the computer printout, except for the following: [List all exceptions.]	All classification codes appeared to comply with such performance documents.
	Trace all outstanding checks appearing on a bank reconciliation as of [date] to checks	All outstanding checks appearing on the bank reconciliation were traced to the list of	Nothing came to my attention as a result of applying the procedure.

Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

	cleared in the bank statement of the subsequent month. 2.	cleared checks in the subsequent month's bank statement, except for the following: <i>[List all exceptions.]</i>	
	Compare the amounts of the invoices included in the "over 90 days" column shown in an identified schedule of aged accounts receivable of a specific customer as of <i>[date]</i> to the amount and invoice date shown on the corresponding outstanding invoice. Determine whether the dates on the corresponding outstanding invoices precede the date indicated on the schedule by more than 90 days.	All outstanding invoice amounts agreed with the amounts shown on the schedule in the "over 90 days" column, and the dates shown on such outstanding invoices preceded the date indicated on the schedule by more than 90 days.	The outstanding invoice amounts agreed within approximation of the amounts shown on the schedule in the "over 90 days" column, and nothing came to our attention that the dates shown on such outstanding invoices preceded the date indicated on the schedule by more than 90 days.
	Obtain from XYZ Company <i>[personnel specified by management]</i> , the <i>[date]</i> bank reconciliations. Confirm with the	Obtained from XYZ Company <i>[personnel specified by management]</i> , the <i>[date]</i> bank reconciliations. Obtained bank	No exceptions were identified in the confirmations received, and nothing came to our attention as a result of applying the procedures.



Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

	<p>bank the cash on deposit as of <i>[date]</i>. Compare the balance confirmed by the bank to the amount shown on the bank reconciliations.</p>	<p>confirmations of the cash on deposit as of <i>[date]</i>. Compared the balance confirmed by the bank to the amount shown on the bank reconciliations. <i>[List all exceptions.]</i></p>	
	<p><del>.A39-A40</del> When a procedure is written in sufficient detail, the finding may be very brief because the practitioner does not need to repeat the procedure in describing the result. When there are no exceptions, common descriptions of results are the following:</p> <ul style="list-style-type: none"> <li>• No exceptions were noted.</li> <li>• No exceptions were [noted/found/identified] as a result of applying the procedure.</li> </ul> <p>It is acceptable to repeat part of the procedure in the finding, such as in the following examples:</p> <ul style="list-style-type: none"> <li>• No shipment dates shown on the sample of shipping documents were subsequent to [date].</li> <li>• All outstanding invoice numbers, dates, and amounts agreed with the corresponding fields on the “over 90 days” column of the schedule.</li> </ul> <p>If the practitioner identifies exceptions in applying the procedures, the report states them and provides some detail about the item or items involved, such as in the following examples:</p> <ul style="list-style-type: none"> <li>• We found 14 out of the 15 items to be in agreement; the address on one item on the schedule did not agree to the [source document].</li> </ul>		

- The amount recalculated as a result of performing the procedure was \$xxx, which did not agree with the amount of \$yyyy on the [describe supporting document].
- Of the 30 selections made, two [insert attribute, such as amounts, dates, names] did not agree from the [describe the supporting documentation] to the [describe the supporting documentation].

A finding written to appear to be a fact or a conclusion would not be appropriate, such as in the following examples:

- A result stating, “We determined the current ratio of X Company at December 31, 20X4, was 2:1,” could be considered a fact and is not appropriate. An appropriate description of the result could be stated as, “We recalculated the current ratio of X Company at December 31, 20X4, as 2:1.”
- A result stating, “We have [observed/found/determined] the net sales of X Company for the year 20X4 were \$X,” could be considered a fact and is not appropriate. An appropriate description of the result could be stated as, “We recalculated the net sales of X Company for the year 20X4 based on totaling the list of invoices in the sales journal as \$X.”

Additionally, terms that might be construed as communicating assurance—such as “reasonable” or “adequate,” or that the results of applying the procedure were “close enough”—would not be appropriate. For example, it is inappropriate to state the following:

- The [number of blocks of streets paved] per the [supporting documentation] approximated the [number of blocks of streets paved] included in the chart of performance statistics for the year ended [date].
- All [classification codes] appear to comply with the requirements in the contract.

Terms such as “minor,” “immaterial,” “material,” or “significant,” unless the measures of relevance comprehended by such terms are clearly defined in both the engagement letter and the practitioner’s report, are not appropriate for use in expressing results of procedures. It is also inappropriate to word a finding to convey negative assurance. For example, it is inappropriate to state the following:

- Nothing came to our attention as a result of applying the procedure.
- Nothing came to our attention that caused us to believe that [the subject matter] is not presented in accordance with [the criteria].

~~When there are exceptions, the responsible party may provide a revised document and request the practitioner re perform the procedures on the revised document. In such instances, the practitioner’s report would describe the results of the original procedures (that is, that there were exceptions as a result of the application of the procedures), that a revised document was provided to the practitioner, and the results of re performing the procedures on the revised document.~~

**Written Representations**

.27 The practitioner should request from the engaging party written representations in the form of a letter addressed to the practitioner. The representations should do the following: (Ref: par. ~~.A32-A33~~ and ~~.A40A41~~)

- a. State that the responsible party is responsible for the subject matter.
- b. ~~if~~ If applicable, state that the engaging party has obtained from all appropriate parties agreement and acknowledgment ~~from all appropriate parties~~ that the procedures are appropriate for their purposes
- c. State that it has provided the practitioner with all relevant information and access, as applicable, as agreed upon in the terms of the engagement.

**Written Representations (Ref: par. .27)**

~~.A40-A41~~ Written confirmation of oral representations reduces the possibility of misunderstandings between the practitioner and the engaging party. The person from whom the practitioner requests written representations is ordinarily a member of senior management or those charged with governance depending on, for example, the management and governance structure of the engaging party, which may vary by entity, reflecting influences such as size and ownership characteristics.

Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

<p><i>d.</i> State that all known matters contradicting the subject matter and any communication from regulatory agencies or others affecting the subject matter have been disclosed to the practitioner, including communications received between the end of the period addressed by the subject matter and the date of the practitioner's report.</p> <p><i>e.</i> State that it is not aware of any material misstatements in the subject matter.</p> <p><i>f.</i> State that it has disclosed to the practitioner all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter.</p> <p><i>g.</i> Include any additional representations that the practitioner determines are appropriate.</p>	
<p><b>.28</b> When the engaging party is not the responsible party, the practitioner should consider requesting the written representations pursuant to paragraph .27 from the responsible party in the form of a letter addressed to the practitioner.</p>	
<p><b>.29</b> The date of the written representations should be as of the date of the practitioner's report. The written representations should address the subject matter and periods covered by the practitioner's findings.</p>	
<p><b>Requested Written Representations Not Provided or Not Reliable</b></p>	<p><b>Requested Written Representations Not Provided or Not Reliable (Ref: par. .30c)</b></p>
<p><b>.30</b> When <del>the responsible party does not provide</del> one or more of the written representations that the practitioner has requested pursuant to paragraphs .27-.28 are not provided, or the practitioner concludes that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or the practitioner concludes that the written representations are otherwise not reliable, the practitioner should do the following: (Ref: par. <del>A41</del><u>A42</u>)</p> <p><i>a.</i> Discuss the matter with the <u>engaging or responsible party</u>, as appropriate <del>party</del></p>	<p><del>.A41</del><u>A42</u> Circumstances in which the practitioner may be unable to obtain requested written representations include, for example, when</p> <ul style="list-style-type: none"> <li>• the engaging party does not have a relationship with the responsible party and</li> <li>• the agreed-upon procedures engagement is undertaken against the wishes of the responsible party, for example when required by law or regulation.</li> </ul>

<p>b. Reevaluate the integrity of those from whom the representations were requested or received and evaluate the effect that this may have on the reliability of representations and evidence in general.</p> <p>c. If any of the matters are not resolved to the practitioner’s satisfaction, take appropriate action, including determining the possible effect on the practitioner’s agreed-upon procedures report. (Ref: par. <del>.A42A43</del>)</p>	<p>In these or similar circumstances, the practitioner may need to reconsider whether the responsible party is able to take responsibility for the subject matter.</p> <p><del>.A42-A43</del> Although it is expected that the practitioner will be able to obtain all the requested written representations from the engaging party and, if applicable, the responsible party pursuant to paragraphs .27-.28, appropriate actions the practitioner might consider in the circumstances described in paragraph .30c include the following:</p> <ul style="list-style-type: none"> <li>a. Determining the effect on the practitioner’s report, including whether to restrict the use of the practitioner’s report or whether to disclose in the practitioner’s report that the engaging party or the responsible party did not provide one or more of the requested written representations</li> <li>b. Withdrawing from the engagement</li> </ul>
<p><b>Preparing the Practitioner’s Report</b></p>	<p><b>Preparing the Practitioner’s Report (Ref: par. .25, .31, and .33)</b></p>
<p><del>.31</del> The practitioner’s report should be in writing. (Ref: par. <del>.A43A44</del>)</p>	<p><del>.A43-A44</del> This section does not require a standardized format for reporting on all agreed-upon procedures engagements. Instead, it identifies the basic elements that the report is to include. The report is tailored to the specific engagement circumstances. The practitioner may use headings, separate paragraphs, paragraph numbers, typographical devices (for example, boldface text), and other mechanisms to enhance the clarity and readability of the report.</p>
<p><del>.32</del> The practitioner’s report should be in the form of procedures and findings.</p>	
<p><del>.33</del> If, as a result of performing procedures, the practitioner determines that the description of the procedures performed or the corresponding findings, in the practitioner’s professional judgment, are misleading in the circumstances of the engagement, the practitioner should discuss the matter with the engaging party and take appropriate action. (Ref: par. <del>.A44A45-.A45A46</del>)</p>	<p><del>.A44-A45</del> Findings may be misleading, for example, if the responsible party revises the subject matter as a result of initial findings from procedures performed, and the findings to be expressed in the report do not indicate that the subject matter was changed. In such instances, the findings may indicate that the subject matter was revised as a result of initial findings from the procedures performed and that there are no findings with respect to the revised subject matter.</p>

	<p><del>.A45-A46</del> Appropriate actions that the practitioner might consider in the circumstances described in paragraph .33 include</p> <ul style="list-style-type: none"> <li>a. performing revised procedures,</li> <li>b. rewording a procedure or a finding, or</li> <li>c. withdrawing from the engagement.</li> </ul>
<p><b>Content of the Practitioner’s Agreed-Upon Procedures Report</b></p> <p><b>.34</b> The practitioner’s agreed-upon procedures report should include the following:</p> <ul style="list-style-type: none"> <li>a. A title that includes the word <i>independent</i> to clearly indicate that it is the report of an independent accountant. (Ref: par. <del>.A46</del><u>A47</u>)</li> <li>b. An appropriate addressee as required by the circumstances of the engagement.</li> <li>c. <del>Identification of the engaging party. Identification of the subject matter to which the procedures have been applied.</del> (Ref: par. <del>.A47</del>)</li> <li>d. <del>Identification of the engaging party. Identification of the subject matter to which the procedures have been applied.</del> (Ref: par. <del>.A48</del>).</li> <li>e. Identification of the responsible party including a statement that the responsible party is responsible for the subject matter.</li> </ul>	<p><b>Content of the Practitioner’s Agreed-Upon Procedures Report</b></p> <p><b>Title (Ref: par. .34a)</b></p> <p><del>.A46-A47</del> A title indicating that the practitioner’s report is the report of an independent practitioner (for example, “Independent Practitioner’s Report,” “Report of Independent Certified Public Accountant,” or “Independent Accountant’s Report”) affirms that the practitioner has met all the relevant ethical requirements regarding independence and, therefore, distinguishes the independent practitioner’s report from reports issued by others.</p> <p><b>Identification of the Subject Matter to Which the Procedures Have Been Applied (Ref: par. <del>.34e</del><u>34d</u>)</b></p> <p><del>.A47-A48</del> A practitioner may be asked to apply procedures to more than one subject matter. In these engagements, the practitioner may issue one practitioner’s report that refers to all subject matter covered. AT-C section 315 contains an example of language that may be used in the introductory paragraph to address such circumstances.<sup>4</sup></p> <p><del>Description of the Intended Purpose of the Agreed Upon Procedures Engagement (Ref: par. 34f)</del></p> <p><del>.A48 Because the practitioner is precluded from expressing an opinion or conclusion, it would not be appropriate to state that the intended purpose of the engagement was to determine whether the</del></p>

<sup>4</sup> Paragraph .A32 of AT-C section 315, *Compliance Attestation*.

~~f. A statement that the procedures performed were those agreed to by the engaging party and that engaging party has acknowledged the appropriateness of the procedures to meet the intended purpose of the engagement (Ref: par. A49-.A50)A statement that the purpose of the engagement was established with the engaging party and an identification of the intended purpose of the engagement in sufficient detail to enable the reader to understand the nature of the work performed. (Ref: par. .A48)~~

~~subject matter was prepared or is stated in accordance with specified criteria or that the practitioner performed the engagement to conclude whether the entity complied with specified criteria.~~

***Agreement to and Acknowledgment of the Appropriateness of the Procedures (Ref: par. 34g34f)***

**.A49** While not required, to address the risk that a user (particularly of a general-use agreed-upon procedures report) may conclude parties in addition to the engaging party agreed to and acknowledged the appropriateness of the procedures, the practitioner may consider adding language such as:

- A statement that no other party acknowledged the appropriateness of the procedures;
- An identification of any other parties who agreed to and acknowledged the appropriateness of the procedures for their purposes and a statement that these parties have acknowledged that the procedures performed are appropriate for their purposes; or
- A statement that the procedures are specified in a contract, law, or regulation and a reference to the contract, law, or regulation that clearly indicates that additional parties are parties to the contract, law, or regulation.

**.A50** While not required, to address the risk that a user may conclude that the practitioner represents that the procedures performed are appropriate for the intended purpose of the engagement, the practitioner may make an explicit statement that the practitioner makes no representation regarding the appropriateness of the procedures either for the purpose for which the practitioner’s report has been requested or for any other purpose.

g. ~~A statement that the procedures performed were those agreed to by the engaging party and that engaging party has acknowledged the appropriateness of the procedures to meet the intended purpose of the engagement (Ref: par. A49 .A50)~~ A statement that the purpose of the engagement was determined by the engaging party and an identification of the intended purpose of the engagement in sufficient detail to enable the reader to understand the nature of the work performed. (Ref: par. A51)

h. A statement that the practitioner’s report may not be suitable for any other purpose. (Ref: par. ~~.A51~~A52)

i. A statement that the procedures performed may not address all of the items of interest to a user of the report and may not meet the needs of all users of the report and, as such, users are responsible for determining whether the procedures performed are appropriate for their intended purpose.

j. A statement that an agreed-upon procedures engagement involves the practitioner performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the purpose of the engagement and reporting on findings based on the procedures performed.

k. A description of the procedures performed detailing the nature and extent, and if applicable, the timing, of each procedure.

l. A description of the findings from each procedure performed, including sufficient details on exceptions found.

m. If applicable, a description of any specified ~~materiality limits threshold~~ for reporting exceptions.

n. A statement that the agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

o. A statement that the practitioner was not engaged to and did not conduct an examination or review, the objective of which would be the

*Description of the Intended Purpose of the Agreed-Upon Procedures Engagement (Ref: par. 34g)*

.A51 Because the practitioner is precluded from expressing an opinion or conclusion, it would not be appropriate to state that the intended purpose of the engagement was to determine whether the subject matter was prepared or is stated in accordance with specified criteria or that the practitioner performed the engagement to conclude whether the entity complied with specified criteria.

*Practitioner’s Report Not Suitable for Any Other Purpose (Ref: par. .34h)*

.A51–A52 The practitioner may advise potential users regarding inappropriate uses of the practitioner’s agreed-upon procedures report. For example, the practitioner may advise that the report is not intended for making investment decisions or for use by potential lenders or investors.

*Statement When the Subject Matter Consists of Elements, Accounts, or Items of a Financial Statement (Ref: par. .34o)*



<p>expression of an opinion or conclusion, respectively, on the subject matter. (Ref: par. <del>.A52A53</del>)</p> <p>p. A statement that the practitioner does not express such an opinion or conclusion.</p> <p>q. A statement that had the practitioner performed additional procedures, other matters might have come to the practitioner’s attention that would have been reported.</p> <p>r. A statement that the practitioner is required to be independent of the <del>entity-responsible party</del> and to meet the practitioner’s other ethical responsibilities, in accordance with the relevant ethical requirements relating to the agreed-upon procedures engagement. (Ref: par. <del>.A53A54-.A54A55</del>)</p> <p>s. If applicable, a description of the nature of the assistance provided by a practitioner’s external specialist, as discussed in paragraphs .19–.20.</p> <p>t. <del>If-When</del> applicable, <del>limitations-reservations or restrictions concerning on</del> procedures or findings. (Ref: par. <del>.A55A56</del>)</p>	<p><del>.A52-A53</del> If the subject matter consists of elements, accounts, or items of a financial statement, the practitioner’s report might, instead, state that the procedures do not constitute an audit (or a review) of financial statements or any part thereof, the objective of which is the expression of an opinion (or conclusion) on the financial statements or a part thereof.</p> <p><b>Relevant Ethical Requirements (Ref: par. .34r)</b></p> <p><del>.A53-A54</del> Relevant ethical requirements consist of the AICPA Code of Professional Conduct together with rules of state boards of accountancy and applicable regulatory agencies that are more restrictive. When the AICPA Code of Professional Conduct applies, the practitioner’s other ethical responsibilities relate to the “Principles of Professional Conduct” (ET sec. 0.300).</p> <p><del>.A54-A55</del> Relevant ethical requirements may exist in several different sources, such as ethical codes and additional rules and requirements within law and regulation. When independence and other relevant ethical requirements are contained in a limited number of sources, the practitioner may choose to name the relevant sources (for example, the name of the code, rule, or applicable regulation, or <i>Government Auditing Standards</i> promulgated by the Comptroller General of the United States) or refer to a term that appropriately describes those sources.</p> <p><b>Reservations or Restrictions Concerning <del>Limitations on</del> Procedures or Findings (Ref: par. .34t)</b></p> <p><del>.A55-A56</del> Examples of <del>limitations on</del> reservations or restrictions procedures or findings may include the following:</p> <ul style="list-style-type: none"> <li>• Disclosure of stipulated facts, assumptions, or interpretations (including the source thereof) used in the application of procedures</li> </ul>
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<p>u. The manual or printed signature of the practitioner’s firm. <u>(Ref: par. <del>A57</del>-A59)</u></p> <p>v. The city and state where the practitioner’s <del>practices</del><u>report is issued</u>. (Ref: par. <del>A56</del><u>A60</u>)</p> <p>w. The date of the report. The <u>practitioner’s</u> report should be dated no earlier than the date on which the practitioner completed the procedures and determined the findings, including that</p> <ol style="list-style-type: none"> <li>i. the attestation documentation has been reviewed, and</li> <li>ii. if applicable, the written presentation of the subject matter has been prepared.</li> </ol>	<ul style="list-style-type: none"> <li>• Description of the condition of records, controls, or data to which the procedures were applied</li> <li>• Explanation that the practitioner has no responsibility to update the practitioner’s report</li> <li>• Explanation that the sample may not be representative of the population</li> </ul> <p><u><i>Signature of the Practitioner (Ref: par. 34u)</i></u> <u>.A57 In some cases, law or regulation may allow for the use of electronic signatures in the practitioner’s report.</u></p> <p><u>.A58 In certain situations, the practitioner’s report may be required by law or regulation to include the personal name and signature of the practitioner, in addition to the practitioner’s firm.</u></p> <p><u><i>Considerations specific to governmental entities</i></u> <u>.A59 This section would not preclude a governmental practitioner from including the personal name and signature of the practitioner in the practitioner’s report when, in certain situations, the governmental practitioner is required by law or regulation or chooses to do so.</u></p> <p><u><i>Location-Practitioner’s Address (Ref: par. .34v)</i></u></p> <p><u>.A56-A60</u> In the United States, the location of the issuing office is the city and state. In another country, it may be the city and country. The city and state where the practitioner practices may be indicated on letterhead that contains the issuing office’s location.</p>
<p><b>Alert That Restricts the Use of the Practitioner’s Agreed-Upon Procedures Report</b></p>	<p><b>Alert That Restricts the Use of the Practitioner’s Agreed-Upon Procedures Report (Ref: par. .35-.36)</b></p>
<p><u>.35</u> The practitioner should consider whether <u>to include an alert, in a separate paragraph, that restricts the use of the practitioner’s agreed-upon procedures report taking into account</u> the understanding with the engaging party regarding the nature of the engagement pursuant to paragraph .12a <del>requires, or the</del></p>	<p><u>.A57-A61</u> Based on the circumstances of the engagement, the practitioner may consider it appropriate to include an alert, in a separate paragraph, that restricts the use of the practitioner’s agreed upon procedures report. Examples of situations in which the</p>

~~practitioner otherwise determines that it is appropriate to, the inclusion of an alert, in a separate paragraph, that restricts the use of the practitioner's agreed-upon procedures report.~~ (Ref: par. .A7 and ~~.A57A61~~–~~.A64A65~~)

practitioner, utilizing professional judgment, may ~~determine~~decide to include an alert, in a separate paragraph, that restricts the use of the practitioner's agreed-upon procedures report include, but are not limited to, the following:

- When the engaging party requests that the use of the report be restricted.
- When agreed-upon procedures are performed on compliance with aspects of contractual agreements, the practitioner may determine to restrict the use of the report to the parties to the contract or agreement.
- When agreed-upon procedures are performed to comply with regulatory requirements, the practitioner may determine to restrict the use of the report to the engaging party and the regulator.
- When agreed-upon procedures are performed relating to certain subject matter (for example, subject matter addressed in the AT-C section 300 series), the practitioner may determine to restrict the use of the report to parties that are known to understand the subject matter.
- When agreed-upon procedures are performed on subject matter that is intended to be used by or is only available to a limited number of parties, the practitioner may determine to restrict the use of the report to such parties.
- When the procedures that the practitioner is engaged to perform are prescribed and the practitioner does not have the ability to perform or design additional procedures, the practitioner may determine to restrict the use of the report to those parties that prescribed the procedures.

~~.A58-A62~~ A practitioner's report that includes an alert that restricts the use of the report may be included in a document that also contains a practitioner's report that is for general use. The inclusion of the separate restricted-use report does not affect the intended use of the general-use report nor does the inclusion of the general-use report

affect the intended use of the restricted-use report. The restricted-use report remains restricted as to use and the general-use report continues to be for general-use.

~~.A59–A63~~ A practitioner may also issue a single combined practitioner's report that includes (a) a practitioner's report that includes an alert that restricts its use and (b) a report that is for general use. If these two types of reports are clearly differentiated within the combined report, such as through the use of appropriate headings, the alert that restricts the use of the report may be limited to the report that includes that includes an alert that restricts its use. In such circumstances, the use of the general use report is not affected.

~~.A60–A64~~ Law or regulation may require that a practitioner's report be made available to the public as a matter of public record ~~or the engaging party may otherwise distribute the report to parties other than those specified in the alert that restricts the use of the practitioner's report.~~

~~.A61–A65~~ The engaging party may distribute the report to parties other than those specified in the alert that restricts the use of the practitioner's report. A practitioner is not responsible for controlling, and cannot control, distribution of the practitioner's report after its release. The alert that restricts the use of the practitioner's report is designed to avoid misunderstandings related to the use of the practitioner's report, particularly if the practitioner's report is taken out of the context in which the practitioner's report is intended to be used. A practitioner may consider informing the engaging party or other specified parties that the practitioner's report is not intended for distribution to parties other than those specified in the practitioner's report. The practitioner may, in connection with establishing the terms of the engagement, reach an understanding with the engaging party that the intended use of the practitioner's report will be restricted and may obtain the engaging party's agreement that the

Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

	engaging party and specified parties will not distribute such practitioner's report to parties other than those identified therein.
<p><b>.36</b> The alert should do the following:</p> <ul style="list-style-type: none"> <li>a. State that the practitioner's report is intended solely for the information and use of the specified parties.</li> <li>b. Identify the specified parties for whom use is intended. (Ref: par. <del>.A62</del><del>A66</del>)</li> <li>c. State that the report is not intended to be, and should not be, used by anyone other than the specified parties.</li> </ul>	<p><del>.A62</del> <del>A66</del> The practitioner may identify the specified parties by naming them, referring to a list of those parties, or identifying the class of parties, for example, "all customers of XYZ Company during some or all of the period January 1, 20XX, to December 31, 20XX." The method of identifying the specified parties is determined by the practitioner.</p>
<p><b>Adding Other Specified Parties <u>After the Release of the Practitioner's Report</u> (Ref: par. <del>.08</del> <del>.10</del>)</b></p>	<p><b>Adding Other Specified Parties (Ref: par. <del>.37</del>)</b></p>
<p><del>.37</del> When the practitioner includes an alert that restricts the use of the practitioner's agreed upon procedures report to certain specified parties, and the practitioner is requested to add other parties as specified parties, the practitioner should determine whether to add the other parties as specified parties. (Ref: par. <del>.A63</del>)</p>	<p><del>.A63</del> When the practitioner is requested to add other parties as specified parties, the practitioner may agree to add the other parties as specified parties based on the practitioner's consideration of factors such as the identity of the other parties and the intended use of the practitioner's agreed upon procedures report.</p>
<p><del>.38</del> When the practitioner agrees to add other parties as specified parties, the practitioner should obtain affirmative acknowledgment, in writing from the other parties of their understanding of</p> <ul style="list-style-type: none"> <li>a. <del>The nature of the engagement, and</del></li> <li>b. <del>a. The practitioner's agreed upon procedures report.</del></li> </ul>	
<p><del>.39</del> <del>.37</del> If the other <u>specified</u> parties are added after the release of the practitioner's agreed-upon procedures report, <del>in addition to the requirement in paragraph <del>.37</del></del>, the practitioner should take the following actions:</p> <ul style="list-style-type: none"> <li>a. Amend the practitioner's agreed-upon procedures report to add the other parties. In such circumstances, the practitioner should not change the date of the practitioner's agreed-upon procedures report.</li> <li>b. Provide a written acknowledgment to the engaging party and the other</li> </ul>	

Revisions to AT-C 215 – Marked to reflect changes from July 2019 ASB meeting  
ASB Meeting, October 28-31, 2019

<p>parties that such parties have been added as specified parties. The practitioner should state in the acknowledgment that no procedures were performed subsequent to the original date of the practitioner’s agreed-upon procedures report.</p>	
<p><b>Restrictions on the Performance of Procedures</b> <del>.40-38</del> When circumstances impose restrictions on the performance of the procedures, the practitioner should discuss with the engaging party whether those restrictions are appropriate and, if the restrictions are appropriate, describe the restrictions in the practitioner’s report.</p>	
<p><b>Knowledge of Matters Outside Procedures</b> <del>.41-39</del> Although the practitioner need not perform procedures beyond the procedures agreed to and acknowledged by the engaging party to be appropriate for the intended purpose of the engagement, if in connection with the application of the procedures, and through the completion of the engagement, matters come to the practitioner’s attention by other means that significantly contradict the subject matter referred to in the practitioner’s report, the practitioner should discuss the matter with the engaging party and take appropriate action, including determining whether the practitioner’s report should be revised to disclose the matter. (Ref: par. <del>.A64A67-.A65A68</del>)</p>	<p><b>Knowledge of Matters Outside Procedures (Ref: par. <del>.4139</del>)</b> <del>.A64-A67</del> For example, if, during the course of applying procedures regarding an entity’s internal control, the practitioner becomes aware of a material weakness by means other than performance of the procedures, this matter may be included in the practitioner’s report.</p>
	<p><del>.A65-A68</del> When the practitioner applies procedures to an element, account, or item of a financial statement and has performed an audit or review of the entity’s related financial statements, and the practitioner’s audit or review report on such financial statements includes a departure from the standard report, the practitioner may include a reference to the audit or review report and the departure from the standard report in the practitioner’s agreed-upon procedures report.</p>
<p><b>Communication Responsibilities</b> <del>.42-40</del> In the event <del>the practitioner should communicate to the responsible party</del> encounters known <del>and-or</del> suspected fraud <del>and-or</del> noncompliance with laws or regulations <del>in connection with the engagement.</del> <del>-When the engaging party is not the responsible party,</del> the practitioner should consider</p>	<p><b>Communication Responsibilities (Ref: par. <del>.40</del>)</b> <del>.A69</del> The practitioner may address the approval or approvals to <u>communicate such matters in the engagement letter and also consider having the responsible party, if different from the engaging party, to also execute the engagement letter.</u> In circumstances where such</p>

<p><u>responsibilities under the Code of Professional Conduct and applicable law prior to also communicate-communicating this-such information either to the responsible party or the engaging party. (Ref: par. .A69)</u></p>	<p><u>matters are identified, the practitioner may consider discussing with legal counsel or others prior to communicating or taking further action.</u></p>
<p><b>Documentation</b>  <b>.43-41</b> The practitioner should prepare engagement documentation on a timely basis that includes the following: (Ref: par. <del>.A66A70</del>-.A67A71)  <i>a.</i> The written agreement and acknowledgment from the engaging party regarding the appropriateness of the procedures performed for the intended purpose of the engagement, as required by paragraph .22  <i>b.</i> The nature, timing, and extent of the procedures performed to comply with relevant AT-C sections and applicable legal and regulatory requirements, including the following:  <i>i.</i> The identifying characteristics of the specific items or matters tested  <i>ii.</i> Who performed the engagement work and the date such work was completed  <i>iii.</i> When the <del>responsible</del>-appropriate party will not provide one or more of the requested written representations pursuant to paragraphs .27-28 or the practitioner concludes that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or that the written representations are otherwise not reliable, the matters in paragraph .30a-c  <i>iv.</i> Who reviewed the engagement work performed and the date and extent of such review  <i>d.</i> The results of the procedures performed and the evidence obtained</p>	<p><b>Documentation (Ref: par. .4341)</b>  <del>.A66-A70</del> Documentation prepared at the time work is performed or shortly thereafter is likely to be more accurate than documentation prepared at a much later time.  <del>.A67-A71</del> The practitioner need not include in the engagement file superseded drafts of working papers, notes that reflect incomplete or preliminary thinking, previous copies of documents corrected for typographical or other errors, and duplicates of documents.</p>

**.A68A72**

**Exhibit A — Illustrative Engagement Letters for an Agreed-Upon Procedures Engagement**

The illustrative engagement letters in this exhibit meet the applicable requirements in paragraphs .13–.14. A practitioner may use alternative language in drafting an engagement letter for an agreed-upon procedures engagement, provided that the language meets the applicable requirements in paragraphs .13–.14.

**Example 1: An Engagement Letter for an Engagement to Apply Agreed-Upon Procedures to a Statement of Investment Performance Statistics**

Circumstances include the following:

- The subject matter of the engagement is a statement of investment performance statistics;
- The engaging party is the responsible party;
- The practitioner will assist in the development of the procedures as part of the agreed-upon procedures engagement; and
- It is anticipated that the engaging party will be the only party that will agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose of the engagement and that no other party will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

To the appropriate representative of management of XYZ Fund:<sup>1</sup>

You<sup>2</sup> have requested that we perform an agreed-upon procedures engagement on the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1.<sup>3</sup> We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

**Our Understanding of the Nature of the Engagement**

The following represents our understanding of the nature of this engagement:

<sup>1</sup> The addressee and references on the engagement letter would be those that are appropriate in the circumstances of the agreed-upon procedures engagement, including the relevant jurisdiction. It is important to refer to the appropriate persons.

<sup>2</sup> Throughout this engagement letter, references to *you, we, us, management, and practitioner* would be used or amended as appropriate in the circumstances.

<sup>3</sup> The practitioner may include reference to other services to be performed.



- a. The intended purpose of the engagement is [*identify the intended purpose of the engagement; for example, to assist users of the practitioner's report to monitor the financial performance of XYZ Fund*] and the intended users of our agreed-upon procedures report are [*identify the intended users of the practitioner's agreed-upon procedures report*];
- b. The agreed-upon procedures engagement is not required by any law, regulation, or contract;
- c. The procedures that we will perform are not prescribed. We will assist in the development of the procedures to be performed; and
- d. You will agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose of the engagement and no other party will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

### **Our Responsibilities**

The objective of our engagement is to

- a. Apply specific procedures to the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1.
- b. Issue a written report that describes the procedures applied and our findings without providing an opinion or conclusion on the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1.
- c. Communicate further as required by our professional standards and as appropriate.

We will conduct our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants and comply with the AICPA's Code of Professional Conduct, including ethical principles of integrity, objectivity, professional competence, and due care.

Because our engagement will not constitute an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively on the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1, we will not express such an opinion or conclusion. If we were engaged to perform additional procedures, other matters might come to our attention that we would report to you.

Our engagement cannot be relied upon to identify or disclose any misstatements in the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1, including those caused by error or fraud, or to identify or disclose any wrongdoing within the Company or noncompliance with laws and regulations.

### **Your Responsibilities**

You have the following overall responsibilities that are fundamental for our undertaking of the engagement:

- a. ~~You are responsible for~~The preparation and presentation of the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1;
- b. ~~To provide~~Providing us with:
  - i. Prior to completion of the engagement, a written agreement and acknowledgment regarding the appropriateness of the procedures for *[identify the intended purpose of the engagement; for example to assist users of the practitioner's report to monitor the financial performance of XYZ Fund]*; and
  - ii. At the conclusion of the engagement, with a letter that confirms certain representations made to us during the engagement

#### **Our Report**

We will issue a written report upon completion of the engagement. Our report will be addressed to *[appropriate addressee]* and will list the procedures performed and our findings.

We cannot provide assurance that we may not make further modifications to our report as circumstances may arise in which it is necessary for us to report certain issues or to withdraw from the engagement. If, for any reason, we are unable to complete our engagement, we will not issue a report as a result of this engagement.

You agree to include our agreed-upon procedures report in any document containing the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1 that indicates that we have performed procedures on such schedule and, prior to inclusion of the report, to ask our permission to do so.

#### **Other Relevant Information**

Our fees for these services. . .

*[The practitioner may include language, such as the following, regarding limitation of or other arrangements regarding the liability of the practitioner or the entity, such as indemnification to the practitioner for liability arising from knowing misrepresentations to the practitioner by management (regulators may restrict or prohibit such liability limitation arrangements):*

*You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the [identify the subject matter] described herein except for our own intentional wrongdoing.]*

If you request us to perform additional services not contemplated or described in this engagement letter, we will provide you with a separate agreement describing those additional services and fees.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement described herein.

Sincerely yours,

\_\_\_\_\_  
[Signature of practitioner or practitioner's firm]

Acknowledged and agreed on behalf of XYZ Fund by:

\_\_\_\_\_  
[Signed]

[Name and Title]

\_\_\_\_\_  
[Date]

**Example 2: An Engagement Letter for an Engagement to Apply Agreed-Upon Procedures to Cash and Accounts Receivable**

Circumstances include the following:

- The subject matter of the engagement is the cash and accounts receivable of XYZ Company as of December 31, 20XX;
- The engaging party is not the responsible party; and
- It is anticipated that the engaging party will be the only party that will agree<sup>d</sup> to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose of the engagement and that no other party will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

To the appropriate representative of management of ABC Company:<sup>4</sup>

You<sup>5</sup> have requested that we perform an agreed-upon procedures engagement on the cash and accounts receivable of XYZ Company as of December 31, 20XX.<sup>6</sup> We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

### **Our Understanding of the Nature of the Engagement**

The following represents our understanding of the nature of this engagement:

- a. The intended purpose of the engagement is [*identify the intended purpose of the engagement; for example, to assist users in understanding cash and accounts receivable of XYZ Company as of December 31, 20XX*] and the intended users of our agreed-upon procedures report are [*identify the intended users of the practitioner's agreed-upon procedures report*];
- b. XYZ Company is responsible for the cash and accounts receivable of XYZ Company as of December 31, 201XX
- c. The agreed-upon procedures engagement is not required by any law, regulation, or contract;
- d. The procedures that we will perform are not prescribed; and
- e. You will agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose of the engagement

<sup>4</sup> The addressee and references on the engagement letter would be those that are appropriate in the circumstances of the agreed-upon procedures engagement, including the relevant jurisdiction. It is important to refer to the appropriate persons.

<sup>5</sup> Throughout this engagement letter, references to *you, we, us, management, and practitioner* would be used or amended as appropriate in the circumstances.

<sup>6</sup> The practitioner may include reference to other services to be performed.

and no other party will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

### **Our Responsibilities**

The objective of our engagement is to

- a. Apply specific procedures to the cash and accounts receivable of XYZ Company as of December 31, 20XX.
- b. Issue a written report that describes the procedures applied and our findings without providing an opinion or conclusion on the cash and accounts receivable of XYZ Company as of December 31, 20XX.
- c. Communicate further as required by our professional standards and as appropriate.

We will conduct our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants and comply with the AICPA's Code of Professional Conduct, including ethical principles of integrity, objectivity, professional competence, and due care.

Because our engagement will not constitute an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively on the cash and accounts receivable of XYZ Company as of December 31, 20XX, we will not express such an opinion or conclusion. If we were engaged to perform additional procedures, other matters might come to our attention that we would report to you.

Our engagement cannot be relied upon to identify or disclose any misstatements in the cash and accounts receivable of XYZ Company as of December 31, 20XX, including those caused by error or fraud, or to identify or disclose any wrongdoing within the Company or noncompliance with laws and regulations.

### **Your Responsibilities**

You have the following ~~overall responsibilities~~ responsibilities, that are which are fundamental for our undertaking of the engagement:

~~a. To provide~~ of providing us with:

- ~~ia.~~ ia. Prior to completion of the engagement, a written agreement and acknowledgment regarding the appropriateness of the procedures for *[identify the intended purpose of the engagement; for example to assist users in understanding cash and accounts receivable information of XYZ Company as of December 31, 20XX];*; and

~~ii~~b. At the conclusion of the engagement, ~~with~~ a letter that confirms certain representations made to us during the engagement

### **Our Report**

We will issue a written report upon completion of the engagement. Our report will be addressed to [*appropriate addressee*] and will list the procedures performed and our findings.

We cannot provide assurance that we may not make further modifications to our report as circumstances may arise in which it is necessary for us to report certain issues or to withdraw from the engagement. If, for any reason, we are unable to complete our engagement, we will not issue a report as a result of this engagement.

You agree to include our agreed-upon procedures report in any document containing the cash and accounts receivable of XYZ Company as of December 31, 20XX that indicates that we have performed procedures on such cash and accounts receivable and, prior to inclusion of the report, to ask our permission to do so.

### **Other Relevant Information**

Our fees for these services. . .

*[The practitioner may include language, such as the following, regarding limitation of or other arrangements regarding the liability of the practitioner or the entity, such as indemnification to the practitioner for liability arising from knowing misrepresentations to the practitioner by management (regulators may restrict or prohibit such liability limitation arrangements):*

*You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the [identify the subject matter] described herein except for our own intentional wrongdoing.]*

If you request us to perform additional services not contemplated or described in this engagement letter, we will provide you with a separate agreement describing those additional services and fees.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement described herein.

Sincerely yours,

\_\_\_\_\_  
[Signature of practitioner or practitioner's firm]

Acknowledged and agreed on behalf of ABC Company by:

\_\_\_\_\_  
[Signed]

[Name and Title]

\_\_\_\_\_  
[Date]

### **Example 3: An Engagement Letter for an Engagement to Apply Agreed-Upon Procedures to Claims of Creditors**

Circumstances include the following:

- The subject matter of the engagement is the claims of creditors of XYZ Company as of May 31, 20XX;
- The engaging party is the responsible party;
- The engaging party and the Trustee of XYZ Company have prescribed the procedures for the practitioner to perform and the practitioner is precluded from performing or designing additional procedures; and
- It is anticipated that the engaging party and the Trustee of XYZ Company will be the only parties that will agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose of the engagement and that no other party will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

To the appropriate representative of management of XYZ Company:<sup>7</sup>

You<sup>8</sup> have requested that we perform an agreed-upon procedures engagement on the claims of creditors of XYZ Company as of May 31, 20XX.<sup>9</sup> We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

### **Our Understanding of the Nature of the Engagement**

The following represents our understanding of the nature of this engagement:

- a. The intended purpose of the engagement is [*identify the intended purpose of the engagement; for example, to assist you and the Trustee of XYZ Company regarding the financial status of XYZ Company*] and the intended users of our agreed-upon procedures report are [*identify the intended users of the practitioner's agreed-upon procedures report*];
- b. The agreed-upon procedures engagement is not required by any law, regulation, or contract;
- c. The procedures that we will perform were prescribed by you and the Trustee of XYZ Company and we are precluded from performing or designing additional procedures; and
- d. You and the Trustee of XYZ Company will agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose of the engagement and no other party will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

### **Our Responsibilities**

The objective of our engagement is to

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<sup>7</sup> The addressee and references on the engagement letter would be those that are appropriate in the circumstances of the agreed-upon procedures engagement, including the relevant jurisdiction. It is important to refer to the appropriate persons.

<sup>8</sup> Throughout this engagement letter, references to *you, we, us, management, and practitioner* would be used or amended as appropriate in the circumstances.

<sup>9</sup> The practitioner may include reference to other services to be performed.



- a. Apply specific procedures to the claims of creditors of XYZ Company as of May 31, 20XX.
- b. Issue a written report that describes the procedures applied and our findings without providing an opinion or conclusion on the claims of creditors of XYZ Company as of May 31, 20XX.
- c. Communicate further as required by our professional standards and as appropriate.

We will conduct our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants and comply with the AICPA's Code of Professional Conduct, including ethical principles of integrity, objectivity, professional competence, and due care.

Because our engagement will not constitute an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively on the claims of creditors of XYZ Company as of May 31, 20XX, we will not express such an opinion or conclusion. If we were engaged to perform additional procedures, other matters might come to our attention that we would report to you.

Our engagement cannot be relied upon to identify or disclose any misstatements in the claims of creditors of XYZ Company as of May 31, 20XX, including those caused by error or fraud, or to identify or disclose any wrongdoing within the Company or noncompliance with laws and regulations.

### Your Responsibilities

You have the following overall responsibilities that are fundamental for our undertaking of the engagement:

- a. ~~You are responsible for~~ Maintaining records of the claims of creditors of XYZ Company as of May 31, 20XX;
- b. ~~To provide~~ Providing us with:
  - i. Prior to completion of the engagement, a written agreement and acknowledgment regarding the appropriateness of the procedures for [*identify the intended purpose of the engagement; for example, to assist you and the Trustee of XYZ Company regarding the financial status of XYZ Company*]; and
  - ii. At the conclusion of the engagement, ~~with~~ a letter that confirms certain representations made to us during the engagement

### Our Report

We will issue a written report upon completion of the engagement. Our report will be addressed to [*appropriate addressee*] and will list the procedures performed and our findings.

We cannot provide assurance that we may not make further modifications to our report as circumstances may arise in which it is necessary for us to report certain issues or to withdraw from the engagement. If, for any reason, we are unable to complete our engagement, we will not issue a report as a result of this engagement.

You agree to include our agreed-upon procedures report in any document that indicates that we have performed procedures on the claims of creditors of XYZ Company as of May 31, 20XX and, prior to inclusion of the report, to ask our permission to do so.

**Other Relevant Information**

Our fees for these services. . .

*[The practitioner may include language, such as the following, regarding limitation of or other arrangements regarding the liability of the practitioner or the entity, such as indemnification to the practitioner for liability arising from knowing misrepresentations to the practitioner by management (regulators may restrict or prohibit such liability limitation arrangements):*

*You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the [identify the subject matter] described herein except for our own intentional wrongdoing.]*

If you request us to perform additional services not contemplated or described in this engagement letter, we will provide you with a separate agreement describing those additional services and fees.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement described herein.

Sincerely yours,

\_\_\_\_\_  
*[Signature of practitioner or practitioner's firm]*

Acknowledged and agreed on behalf of XYZ Company by:

\_\_\_\_\_  
[Signed]

[Name and Title]

\_\_\_\_\_  
[Date]

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**Exhibit B — Illustrative Practitioner’s Agreed-Upon Procedures Reports**

The illustrative practitioner’s agreed-upon procedures reports in this exhibit meet the applicable reporting requirements in paragraphs .34–.37. A practitioner may use alternative language in drafting an agreed-upon procedures report, provided that the language meets the applicable requirements in paragraphs .34–.37.

**Example 1: Practitioner’s Agreed-Upon Procedures Report Related to a Statement of Investment Performance Statistics**

Circumstances include the following:

- The engaging party is the responsible party
- The practitioner has assisted in the development of the procedures
- No party other than the engaging party has agreed to the procedures and acknowledged that the procedures are appropriate for their purposes

**Independent Accountant’s Report**

[Appropriate Addressee]

**Commented [MG1]:** As required by paragraph .34a

**Commented [MG2]:** As required by paragraph .34b

We ~~were engaged by [the engaging party, for example, XYZ Fund]~~ ~~have to~~ performed the procedures enumerated below on [identify the subject matter, for example, the accompanying Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1]. ~~[The engaging responsible party, for example, XYZ Fund] is responsible for [the subject matter].~~

**Commented [MG3]:** To identify the engaging party as required by paragraph .34c

**Commented [MG4]:** As required by paragraph .34d

**Commented [MG5]:** As required by paragraph .34e

The procedures performed were ~~those~~ agreed to and acknowledged by [the engaging party, for example, XYZ Fund] to be appropriate to meet the purpose, as ~~established with~~ ~~determined by~~ [the engaging party], of [identify the intended purpose of the engagement; for example assisting users in understanding the Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1] ~~as established with [the engaging party].~~ This report may not be suitable for any other purpose. ~~The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their intended purpose.~~

**Commented [MG6]:** As required by paragraph .34f

**Commented [MG7]:** As required by paragraph .34g

**Commented [MG8]:** As required by paragraph .34h

**Commented [MG9]:** As required by paragraph .34i

An agreed-upon procedures engagement involves our performing specific procedures that [the engaging party] has agreed to and acknowledged to be appropriate for the purpose of the engagement and reporting on findings based on the procedures performed.

**Commented [MG10]:** As required by paragraph .34j

~~[Include paragraphs to enumerate describe the procedures performed detailing the nature and extent, and if applicable, the timing, of each procedure and to describe the findings from each procedure performed, including sufficient details on exceptions found.]~~

**Commented [MG11]:** As required by paragraph .34k

**Commented [MG12]:** As required by paragraph .34l

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on [identify the subject matter, for example, the accompanying Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1]. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

**Commented [MG13]:** As required by paragraph .34n

**Commented [MG14]:** As required by paragraph .34o

**Commented [MG15]:** As required by paragraph .34p

**Commented [MG16]:** As required by paragraph .34q

We are required to be independent of XYZ Fund and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

**Commented [MG17]:** As required by paragraph .34r

[Additional paragraph(s) may be added to describe other matters.]

~~[Practitioner's sSignature of the practitioner's firm]~~

**Commented [MG18]:** As required by paragraph .34u

~~[Practitioner's eCity and state where the practitioner's report is issued]~~

**Commented [MG19]:** As required by paragraph .34v

~~[Date of the practitioner's report]~~

**Commented [MG20]:** As required by paragraph .34w

## Example 2: Practitioner's Agreed-Up Procedures Report Related to Cash and Accounts Receivable

Circumstances include the following:

- The engaging party is not the responsible party
- Other than the engaging party, no other party has agreed to the procedures and acknowledged that the procedures are appropriate for their purposes.

### Independent Accountant's Report

[Appropriate Addressee]

We ~~were engaged by [the engaging party, for example, ABC Company] have to performed~~ the procedures enumerated below on [identify the subject matter, for example, the cash and accounts receivable of XYZ Company as of December 31, 20XX, included in the accompanying information provided to us by management of ABC Company]. [The responsible party, for example, XYZ Company] is responsible for [the subject matter].

The procedures performed were ~~those~~ agreed to and acknowledged by [the engaging party, for example, ABC Company] to be appropriate to meet the purpose, as ~~established with~~ ~~determined by~~ [the engaging party], of [identify the intended purpose of the engagement; for example assisting users in understanding cash and accounts receivable of XYZ Company as of December 31, 20XX, included in the accompanying information provided to us by management of ABC Company]. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user ~~of this report~~ and may not meet the needs of all users ~~of this report~~ and, as such, users are responsible for determining whether the procedures performed are appropriate for their intended purpose.

An agreed-upon procedures engagement involves our performing specific procedures that [the engaging party] has agreed to and acknowledged to be appropriate for the purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and the associated findings are as follows:

#### Cash

1. For the four bank accounts listed below, we obtained
  - a. the December 31, 20XX, bank reconciliations from XYZ Company management and
  - b. the December 31, 20XX, general ledger from XYZ Company management.

2. We performed the following procedures:

- a. Obtained a bank confirmation directly from each bank of the cash on deposit as of December 31, 20XX
- b. Compared the balance confirmed by the bank to the amount shown on the respective bank reconciliations.
- c. Mathematically checked the bank reconciliations
- d. Compared the cash balances per book listed in the reconciliations below to the respective general ledger account balances.

<i>Cash, December 31, 20XX</i>	<i>Cash Balance</i>
<i>Bank</i>	<i>per Book</i>
DEF National Bank, general ledger account 123	\$ 5,000
LMN State Bank, general ledger account 124	3,776
RST Trust Company regular account, general ledger account 125	86,912
RST Trust Company payroll account, general ledger account 126	5,000
	\$ 110,688

We found no exceptions as a result of the procedures.

**Accounts Receivable**

- 3. We obtained the accounts receivable aged trial balance as of December 31, 20XX, from XYZ Company (attached as exhibit A). We mathematically checked that the individual customer account balance subtotals in the aged trial balance of accounts receivable agreed to the total accounts receivable per the aged trial balance. We compared the total accounts receivable per the accounts receivable aged trial balance to the total accounts receivable per general ledger account 250.

We found no exceptions as a result of the procedures.

- 4. We obtained the accounts receivable subsidiary ledger as of December 31, 20XX, from XYZ Company. We compared the individual customer account balance subtotals shown in the accounts receivable aged trial balance (exhibit A) as of December 31, 20XX, to the balances shown in the accounts receivable subsidiary ledger.

We found no exceptions as a result of the procedures

5. We selected 50 customer account balances from exhibit A by starting at the eighth item and selecting every fifteenth item thereafter until 50 were selected. The sample size selected represents 9.8 percent of the aggregate amount of the customer account balances. We obtained the corresponding invoices from XYZ Company and traced the aging (according to invoice dates) for the 50 customer account balances shown in exhibit A to the details of outstanding invoices in the accounts receivable subsidiary ledger.

We found no exceptions as a result of the procedures.

6. We mailed confirmations directly to the customers representing the 150 largest customer account balance subtotals selected from the accounts receivable aged trial balance, and we received responses as indicated below. As agreed, any individual differences in a customer account balance of less than \$300 were to be considered minor, and no further procedures were performed.

Of the 150 customer balances confirmed, we received responses from 140 customers; 10 customers did not reply.

No exceptions were identified in 120 of the confirmations received. The differences in the remaining 20 confirmation replies were less than \$300.

For the 10 customers that did not reply, we traced the items constituting the outstanding customer account balance to invoices and supporting shipping documents.

A summary of the confirmation results according to the respective aging categories is as follows.

<i>Aging Categories</i>	<i>Accounts Receivable December 31, 20XX</i>		
	<i>Customer Account Balances</i>	Confirmations Requested	Confirmations Received
Current	\$ 156,000	\$ 76,000	\$65,000
Past due:			
Less than one month	60,000	30,000	19,000
One to three months	36,000	18,000	10,000
Over three months	48,000	48,000	8,000
	\$300,000	\$172,000	\$102,000

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on *[identify the subject matter]*. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of ~~ABC-XYZ~~ Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

*[Additional paragraph(s) may be added to describe other matters.]*

*[Practitioner's ~~s~~Signature of the practitioner's firm]*

*[Practitioner's ~~e~~City and state where the practitioner's report is issued]*

*[Date of the practitioner's report]*

### **Example 3: Practitioner's Agreed-Upon Procedures Report in Connection With Claims of Creditors**

Circumstances include the following:

- The engaging party is the responsible party
- The engaging party and one specified party ~~has~~have prescribed the procedures for the practitioner to perform
- The practitioner is precluded from performing or designing additional procedures and has determined to restrict the use of the agreed-upon procedures report to the parties that prescribed the procedures
- The engaging party and the specified party have agreed to the procedures and acknowledged that the procedures are appropriate for their purposes

### **Independent Accountant's Report**

*[Appropriate Addressee]*



We ~~were engaged by [the engaging party, for example, XYZ Company]~~ ~~have to~~ performed the procedures enumerated below on [identify the subject matter, for example, the claims of creditors of XYZ Company as of May 31, 20XX, as set forth in the accompanying Schedule A]. [The ~~engaging responsible~~ party, for example, XYZ Company] is responsible for [the subject matter].

The procedures performed were ~~those~~ agreed to and acknowledged by [the engaging party, for example, XYZ Company] to be appropriate to meet the purpose, as ~~established with~~ ~~determined by~~ [the engaging party], of [identify the intended purpose of the engagement; for example assisting users in understanding the claims of creditors of XYZ Company as of May 31, 20XX, as set forth in the accompanying Schedule A]. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their intended purpose.

An agreed-upon procedures engagement involves our performing specific procedures that [the engaging party] has agreed to and acknowledged to be appropriate for the purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings are as follows:

1. Obtained the general ledger and the accounts payable trial balance as of May 31, 20XX, from XYZ Company. Compared the total of the accounts payable trial balance to the total accounts payable balance in general ledger account 450.

The total of the accounts payable trial balance agreed with the total accounts payable balance in the general ledger account number 450.

2. Obtained the claim form submitted by creditors in support of the amounts claimed from XYZ Company. Compared the creditor name and amounts from the claim form to the respective name and amounts shown in the accounts payable trial balance obtained in procedure 1. For any differences identified, requested XYZ Company to provide supporting detail. Compared such identified differences to the supporting detail provided.

All differences noted are presented in column 3 of Schedule A. Except for those amounts shown in column 4 of Schedule A, all such differences were agreed to [describe supporting detail].

3. Using the claim form obtained in procedure 2, compared the name and amount to invoices, and if applicable, receiving reports, provided by XYZ Company.

No exceptions were found as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on [*identify the subject matter, for example, the accompanying Statement of Investment Performance Statistics of XYZ Fund for the year ended December 31, 20X1*]. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of XYZ ~~Fund Company~~ and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of [*identify the specified parties, for example, XYZ Company and the Trustee of XYZ Company*], and is not intended to be, and should not be, used by anyone other than these specified parties.

[*Additional paragraph(s) may be added to describe other matters.*]

[*Practitioner's s*Signature *of the practitioner's firm*]

[*Practitioner's e*City and state *where the practitioner's report is issued*]

[Date of *the* practitioner's report]

#### **Example 4: Practitioner's Agreed-Upon Procedures Report in Which Procedures are Specified in Regulation**

Circumstances include the following:

- The engaging party is a regulator
- The procedures are prescribed in regulation
- The practitioner is precluded from performing or designing additional procedures and has determined to restrict the use of the agreed-upon procedures report to the engaging party and the regulator
- The engaging party has agreed to the procedures and acknowledged that the procedures are appropriate for their purposes

### Independent Accountant's Report

[Appropriate Addressee]

We ~~were engaged by [the engaging party]~~ ~~have to~~ performed the procedures enumerated below on [identify the subject matter, for example, the financial accounts of the engaging party during the year ended December 31, 20XX]. [The ~~engaging-responsible~~ party] is responsible for [the subject matter].

The procedures performed were ~~those~~ agreed to and acknowledged by [the engaging party] to be appropriate to meet the purpose, as ~~established with~~ ~~determined by~~ [the engaging party], of [identify the intended purpose of the engagement; for example assisting users in understanding the financial accounts of the engaging party during the year ended December 31, 20XX]. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user ~~of this report~~ and may not meet the needs of all users ~~of this report~~ and, as such, users are responsible for determining whether the procedures performed are appropriate for their intended purpose.

An agreed-upon procedures engagement involves our performing specific procedures that [the engaging party] has agreed to and acknowledged to be appropriate for the purpose of the engagement and reporting on findings based on the procedures performed.

~~[Include paragraphs to describe the procedures performed detailing the nature and extent, and if applicable, the timing, of each procedure and to describe the findings from each procedure performed, including sufficient details on exceptions found.]~~

~~[Include paragraphs to enumerate procedures and findings.]~~

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on [identify the subject]. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of [the ~~engaging-responsible~~ party] and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of [identify the specified parties, for example the engaging party and the State of XXX], and is not intended to be, and should not be, used by anyone other than these specified parties.

[Additional paragraph(s) may be added to describe other matters.]

[~~Practitioner's~~ ~~S~~Signature of the practitioner's firm]

[~~Practitioner's~~ ~~e~~City and state where the practitioner's report is issued]

| [Date of *the* practitioner's report]