

HKSAE 3000
Issued March 2014; revised February 2015

Hong Kong Standard on Assurance Engagements

HKSAE 3000 (Revised), Assurance Engagements Other than Audits or Reviews of Historical Financial Information

and

Related Conforming Amendments



Hong Kong Institute of
Certified Public Accountants
香港會計師公會

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**HONG KONG STANDARD ON ASSURANCE ENGAGEMENTS 3000
(REVISED)**

**ASSURANCE ENGAGEMENTS OTHER THAN AUDITS OR REVIEWS
OF HISTORICAL FINANCIAL INFORMATION**

(Effective for assurance reports dated on or after 15 December 2015)

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Introduction

1. This Hong Kong Standard on Assurance Engagements (HKSAE) deals with assurance engagements other than audits or reviews of historical financial information, which are dealt with in Hong Kong Standards on Auditing (HKSA) and Hong Kong Standards on Review Engagements (HKSREs), respectively. (Ref: Para. A21–A22)
2. Assurance engagements include both attestation engagements, in which a party other than the practitioner measures or evaluates the underlying subject matter against the criteria, and direct engagements, in which the practitioner measures or evaluates the underlying subject matter against the criteria. This HKSAE contains requirements and application and other explanatory material specific to reasonable and limited assurance attestation engagements. This HKSAE may also be applied to reasonable and limited assurance direct engagements, adapted and supplemented as necessary in the engagement circumstances.
3. This HKSAE is premised on the basis that:
 - (a) The members of the engagement team and the engagement quality control reviewer (for those engagements where one has been appointed) are subject to Parts A, B and D^{1a} of the *Code of Ethics for Professional Accountants* issued by the Hong Kong Institute of Certified Public Accountants (the Code) related to assurance engagements, or other professional requirements, or requirements in law or regulation, that are at least as demanding; and (Ref: Para. A30–A34)
 - (b) The practitioner who is performing the engagement is a member of a firm that is subject to HKSQC 1,¹ or other professional requirements, or requirements in law or regulation, regarding the firm's responsibility for its system of quality control, that are at least as demanding as HKSQC 1. (Ref: Para. A61–A66)
4. Quality control within firms that perform assurance engagements, and compliance with ethical principles, including independence requirements, are widely recognized as being in the public interest and an integral part of high-quality assurance engagements. Professional accountants in public practice will be familiar with such requirements. If a competent practitioner other than a professional accountant in public practice chooses to represent compliance with this or other HKSAEs, it is important to recognize that this HKSAE includes requirements that reflect the premise in the preceding paragraph.

Scope

5. This HKSAE covers assurance engagements other than audits or reviews of historical financial information, as described in the *Hong Kong Framework for Assurance Engagements* (Assurance Framework). Where a subject-matter specific HKSAE is relevant to the subject matter of a particular engagement, that HKSAE applies in addition to this HKSAE. (Ref: Para. A21–A22)
6. Not all engagements performed by practitioners are assurance engagements. Other frequently performed engagements that are not assurance engagements, as defined by paragraph 12(a) (and therefore are not covered by the HKSAEs) include:
 - (a) Engagements covered by Hong Kong Standards on Related Services (HKSRS), such as agreed-upon procedure and compilation engagements;²

^{1a} The Code has an additional Part D, which are either local application or represent an amplification of provisions in Parts A, B and C. There are relevant sections in Part A and Part B for which there are additional requirements in Part D or additional local requirements.

¹ Hong Kong Standard on Quality Control (HKSQC) 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements

² HKSRS 4400, Engagements to Perform Agreed-Up Procedures Regarding Financial Information, and HKSRS 4410 (Revised), Compilation Engagements

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- (b) The preparation of tax returns where no assurance conclusion is expressed; and
 - (c) Consulting (or advisory) engagements, such as management and tax consulting. (Ref: Para. A1)
7. An assurance engagement performed under the HKSAEs may be part of a larger engagement. In such circumstances, the HKSAEs are relevant only to the assurance portion of the engagement.
8. The following engagements, which may be consistent with the description in paragraph 12(a), are not considered assurance engagements in terms of the HKSAEs:
- (a) Engagements to testify in legal proceedings regarding accounting, auditing, taxation or other matters; and
 - (b) Engagements that include professional opinions, views or wording from which a user may derive some assurance, if all of the following apply:
 - (i) Those opinions, views or wording are merely incidental to the overall engagement;
 - (ii) Any written report issued is expressly restricted for use by only the intended users specified in the report;
 - (iii) Under a written understanding with the specified intended users, the engagement is not intended to be an assurance engagement; and
 - (iv) The engagement is not represented as an assurance engagement in the professional accountant's report.

Effective Date

9. This HKSAE is effective for assurance engagements where the assurance report is dated on or after 15 December 2015.

Objectives

10. In conducting an assurance engagement, the objectives of the practitioner are:
- (a) To obtain either reasonable assurance or limited assurance, as appropriate, about whether the subject matter information is free from material misstatement;
 - (b) To express a conclusion regarding the outcome of the measurement or evaluation of the underlying subject matter through a written report that conveys either a reasonable assurance or a limited assurance conclusion and describes the basis for the conclusion; (Ref: Para. A2) and
 - (c) To communicate further as required by this HKSAE and any other relevant HKSAEs.
11. In all cases when reasonable assurance or limited assurance, as appropriate, cannot be obtained and a qualified conclusion in the practitioner's assurance report is insufficient in the circumstances for purposes of reporting to the intended users, this HKSAE requires that the practitioner disclaim a conclusion or withdraw (or resign) from the engagement, where withdrawal is possible under applicable law or regulation.

Definitions

12. For purposes of this HKSAE and other HKSAEs, unless indicated to the contrary, the following terms have the meanings attributed below. (Ref: Para. A27)

- (a) Assurance engagement—An engagement in which a practitioner aims to obtain sufficient appropriate evidence in order to express a conclusion designed to enhance the degree of confidence of the intended users other than the responsible party about the subject matter information (that is, the outcome of the measurement or evaluation of an underlying subject matter against criteria). Each assurance engagement is classified on two dimensions: (Ref: Para. A3)
 - (i) Either a reasonable assurance engagement or a limited assurance engagement:
 - a. Reasonable assurance engagement—An assurance engagement in which the practitioner reduces engagement risk to an acceptably low level in the circumstances of the engagement as the basis for the practitioner's conclusion. The practitioner's conclusion is expressed in a form that conveys the practitioner's opinion on the outcome of the measurement or evaluation of the underlying subject matter against criteria.
 - b. Limited assurance engagement—An assurance engagement in which the practitioner reduces engagement risk to a level that is acceptable in the circumstances of the engagement but where that risk is greater than for a reasonable assurance engagement as the basis for expressing a conclusion in a form that conveys whether, based on the procedures performed and evidence obtained, a matter(s) has come to the practitioner's attention to cause the practitioner to believe the subject matter information is materially misstated. The nature, timing and extent of procedures performed in a limited assurance engagement is limited compared with that necessary in a reasonable assurance engagement but is planned to obtain a level of assurance that is, in the practitioner's professional judgment, meaningful. To be meaningful, the level of assurance obtained by the practitioner is likely to enhance the intended users' confidence about the subject matter information to a degree that is clearly more than inconsequential. (Ref: Para. A3–A7)
 - (ii) Either an attestation engagement or a direct engagement: (Ref: Para. A8)
 - a. Attestation engagement—An assurance engagement in which a party other than the practitioner measures or evaluates the underlying subject matter against the criteria. A party other than the practitioner also often presents the resulting subject matter information in a report or statement. In some cases, however, the subject matter information may be presented by the practitioner in the assurance report. In an attestation engagement, the practitioner's conclusion addresses whether the subject matter information is free from material misstatement. The practitioner's conclusion may be phrased in terms of: (Ref: Para. A178, A180)
 - (i) The underlying subject matter and the applicable criteria;
 - (ii) The subject matter information and the applicable criteria; or
 - (iii) A statement made by the appropriate party.
 - b. Direct engagement—An assurance engagement in which the practitioner measures or evaluates the underlying subject matter against the applicable criteria and the practitioner presents the resulting subject matter information as part of, or accompanying, the assurance report. In a direct engagement, the practitioner's conclusion addresses the reported outcome of the measurement or evaluation of the underlying subject matter against the criteria.
- (b) Assurance skills and techniques—Those planning, evidence gathering, evidence evaluation, communication and reporting skills and techniques demonstrated by an assurance practitioner that are distinct from expertise in the underlying subject matter of any particular assurance engagement or its measurement or evaluation. (Ref: Para. A9)

- (c) Criteria—The benchmarks used to measure or evaluate the underlying subject matter. The "applicable criteria" are the criteria used for the particular engagement. (Ref: Para. A10)
- (d) Engagement circumstances—The broad context defining the particular engagement, which includes: the terms of the engagement; whether it is a reasonable assurance engagement or a limited assurance engagement, the characteristics of the underlying subject matter; the measurement or evaluation criteria; the information needs of the intended users; relevant characteristics of the responsible party, the measurer or evaluator, and the engaging party and their environment; and other matters, for example events, transactions, conditions and practices, that may have a significant effect on the engagement.
- (e) Engagement partner—The partner or other person in the firm who is responsible for the engagement and its performance, and for the assurance report that is issued on behalf of the firm, and who, where required, has the appropriate authority from a professional, legal or regulatory body. "Engagement partner" should be read as referring to its public sector equivalents where relevant.
- (f) Engagement risk—The risk that the practitioner expresses an inappropriate conclusion when the subject matter information is materially misstated. (Ref: Para. A11–A14)
- (g) Engaging party—The party(ies) that engages the practitioner to perform the assurance engagement. (Ref: Para. A15)
- (h) Engagement team—All partners and staff performing the engagement, and any individuals engaged by the firm or a network firm who perform procedures on the engagement. This excludes a practitioner's external expert engaged by the firm or a network firm.
- (i) Evidence—Information used by the practitioner in arriving at the practitioner's conclusion. Evidence includes both information contained in relevant information systems, if any, and other information. For purposes of the HKSAEs: (Ref: Para. A146–A152)
 - (i) Sufficiency of evidence is the measure of the quantity of evidence.
 - (ii) Appropriateness of evidence is the measure of the quality of evidence.
- (j) Firm—A sole practitioner, partnership or corporation or other entity of individual practitioners. "Firm" should be read as referring to its public sector equivalents where relevant.
- (k) Historical financial information—Information expressed in financial terms in relation to a particular entity, derived primarily from that entity's accounting system, about economic events occurring in past time periods or about economic conditions or circumstances at points in time in the past.
- (l) Internal audit function – A function of an entity that performs assurance and consulting activities designed to evaluate and improve the effectiveness of the entity's governance, risk management and internal control processes.
- (m) Intended users—The individual(s) or organization(s), or group(s) thereof that the practitioner expects will use the assurance report. In some cases, there may be intended users other than those to whom the assurance report is addressed. (Ref: Para. A16–A18, A37)
- (n) Measurer or evaluator—The party(ies) who measures or evaluates the underlying subject matter against the criteria. The measurer or evaluator possesses expertise in the underlying subject matter. (Ref: Para. A37, A39)

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- (o) **Misstatement**—A difference between the subject matter information and the appropriate measurement or evaluation of the underlying subject matter in accordance with the criteria. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions.
 - (p) **Misstatement of fact (with respect to other information)**—Other information that is unrelated to matters appearing in the subject matter information or the assurance report that is incorrectly stated or presented. A material misstatement of fact may undermine the credibility of the document containing the subject matter information.
 - (q) **Other information**—Information (other than the subject matter information and the assurance report thereon) which is included, either by law, regulation or custom, in a document containing the subject matter information and the assurance report thereon.
 - (r) **Practitioner**—The individual(s) conducting the engagement (usually the engagement partner or other members of the engagement team, or, as applicable, the firm). Where this HKSAE expressly intends that a requirement or responsibility be fulfilled by the engagement partner, the term "engagement partner" rather than "practitioner" is used. (Ref: Para. A37)
 - (s) **Practitioner's expert**—An individual or organization possessing expertise in a field other than assurance, whose work in that field is used by the practitioner to assist the practitioner in obtaining sufficient appropriate evidence. A practitioner's expert may be either a practitioner's internal expert (who is a partner or staff, including temporary staff, of the practitioner's firm or a network firm), or a practitioner's external expert.
 - (t) **Professional judgment**—The application of relevant training, knowledge and experience, within the context provided by assurance and ethical standards, in making informed decisions about the courses of action that are appropriate in the circumstances of the engagement.
 - (u) **Professional skepticism**—An attitude that includes a questioning mind, being alert to conditions which may indicate possible misstatement, and a critical assessment of evidence.
 - (v) **Responsible party**—The party(ies) responsible for the underlying subject matter. (Ref: Para. A37)
 - (w) **Risk of material misstatement**—The risk that the subject matter information is materially misstated prior to the engagement.
 - (x) **Subject matter information**—The outcome of the measurement or evaluation of the underlying subject matter against the criteria, that is, the information that results from applying the criteria to the underlying subject matter. (Ref: Para. A19)
 - (y) **Underlying subject matter**—The phenomenon that is measured or evaluated by applying criteria.
13. For the purposes of this HKSAE and other HKSAEs, references to "appropriate party(ies)" should be read hereafter as "the responsible party, the measurer or evaluator, or the engaging party, as appropriate." (Ref: Para. A20, A37)

Requirements

Conduct of an Assurance Engagement in Accordance with HKSAEs

Complying with Standards that are Relevant to the Engagement

14. The practitioner shall comply with this HKSAE and any subject matter-specific HKSAEs relevant to the engagement.
15. The practitioner shall not represent compliance with this or any other HKSAE unless the practitioner has complied with the requirements of this HKSAE and any other HKSAE relevant to the engagement. (Ref: Para. A21–A22, A170)

Text of an HKSAE

16. The practitioner shall have an understanding of the entire text of an HKSAE, including its application and other explanatory material, to understand its objectives and to apply its requirements properly. (Ref: Para. A23–A28)

Complying with Relevant Requirements

17. Subject to the following paragraph, the practitioner shall comply with each requirement of this HKSAE and of any relevant subject matter-specific HKSAE unless, in the circumstances of the engagement the requirement is not relevant because it is conditional and the condition does not exist. Requirements that apply to only limited assurance or reasonable assurance engagements have been presented in a columnar format with the letter "L" (limited assurance) or "R" (reasonable assurance) after the paragraph number. (Ref: Para. A29)
18. In exceptional circumstances, the practitioner may judge it necessary to depart from a relevant requirement in an HKSAE. In such circumstances, the practitioner shall perform alternative procedures to achieve the aim of that requirement. The need for the practitioner to depart from a relevant requirement is expected to arise only where the requirement is for a specific procedure to be performed and, in the specific circumstances of the engagement, that procedure would be ineffective in achieving the aim of the requirement.

Failure to Achieve an Objective

19. If an objective in this HKSAE or a relevant subject matter-specific HKSAE cannot be achieved, the practitioner shall evaluate whether this requires the practitioner to modify the practitioner's conclusion or withdraw from the engagement (where withdrawal is possible under applicable law or regulation). Failure to achieve an objective in a relevant HKSAE represents a significant matter requiring documentation in accordance with paragraph 79 of this HKSAE.

Ethical Requirements

20. The practitioner shall comply with Parts A, B and D of the Code related to assurance engagements, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding. (Ref: Para. A30–A34, A60)

Acceptance and Continuance

21. The engagement partner shall be satisfied that appropriate procedures regarding the acceptance and continuance of client relationships and assurance engagements have been followed by the firm, and shall determine that conclusions reached in this regard are appropriate.
22. The practitioner shall accept or continue an assurance engagement only when: (Ref: Para. A30–A34)

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- (a) The practitioner has no reason to believe that relevant ethical requirements, including independence, will not be satisfied;
 - (b) The practitioner is satisfied that those persons who are to perform the engagement collectively have the appropriate competence and capabilities (see also paragraph 32); and
 - (c) The basis upon which the engagement is to be performed has been agreed, through:
 - (i) Establishing that the preconditions for an assurance engagement are present (see also paragraphs 24–26); and
 - (ii) Confirming that there is a common understanding between the practitioner and the engaging party of the terms of the engagement, including the practitioner's reporting responsibilities.
23. If the engagement partner obtains information that would have caused the firm to decline the engagement had that information been available earlier, the engagement partner shall communicate that information promptly to the firm, so that the firm and the engagement partner can take the necessary action.

Preconditions for the Assurance Engagement

24. In order to establish whether the preconditions for an assurance engagement are present, the practitioner shall, on the basis of a preliminary knowledge of the engagement circumstances and discussion with the appropriate party(ies), determine whether: (Ref: Para. A35–A36)
- (a) The roles and responsibilities of the appropriate parties are suitable in the circumstances; and (Ref: Para. A37–A39)
 - (b) The engagement exhibits all of the following characteristics:
 - (i) The underlying subject matter is appropriate; (Ref: Para. A40–A44)
 - (ii) The criteria that the practitioner expects to be applied in the preparation of the subject matter information are suitable for the engagement circumstances, including that they exhibit the following characteristics: (Ref: Para. A45–A50)
 - a. Relevance.
 - b. Completeness.
 - c. Reliability.
 - d. Neutrality.
 - e. Understandability.
 - (iii) The criteria that the practitioner expects to be applied in the preparation of the subject matter information will be available to the intended users; (Ref: Para. A51–A52)
 - (iv) The practitioner expects to be able to obtain the evidence needed to support the practitioner's conclusion; (Ref: Para. A53–A55)
 - (v) The practitioner's conclusion, in the form appropriate to either a reasonable assurance engagement or a limited assurance engagement, is to be contained in a written report; and

- (vi) A rational purpose including, in the case of a limited assurance engagement, that the practitioner expects to be able to obtain a meaningful level of assurance. (Ref: Para. A56)

25. If the preconditions for an assurance engagement are not present, the practitioner shall discuss the matter with the engaging party. If changes cannot be made to meet the preconditions, the practitioner shall not accept the engagement as an assurance engagement unless required by law or regulation to do so. However, an engagement conducted under such circumstances does not comply with HKSAEs. Accordingly, the practitioner shall not include any reference within the assurance report to the engagement having been conducted in accordance with this HKSAE or any other HKSAE(s).

Limitation on Scope Prior to Acceptance of the Engagement

26. If the engaging party imposes a limitation on the scope of the practitioner's work in the terms of a proposed assurance engagement such that the practitioner believes the limitation will result in the practitioner disclaiming a conclusion on the subject matter information, the practitioner shall not accept such an engagement as an assurance engagement, unless required by law or regulation to do so. (Ref: Para. A155(c))

Agreeing on the Terms of the Engagement

27. The practitioner shall agree the terms of the engagement with the engaging party. The agreed terms of the engagement shall be specified in sufficient detail in an engagement letter or other suitable form of written agreement, written confirmation, or in law or regulation. (Ref: Para. A57–A58)

28. On recurring engagements, the practitioner shall assess whether circumstances require the terms of the engagement to be revised and whether there is a need to remind the engaging party of the existing terms of the engagement.

Acceptance of a Change in the Terms of the Engagement

29. The practitioner shall not agree to a change in the terms of the engagement where there is no reasonable justification for doing so. If such a change is made, the practitioner shall not disregard evidence that was obtained prior to the change. (Ref: Para. A59)

Assurance Report Prescribed by Law or Regulation

30. In some cases, law or regulation of the relevant jurisdiction prescribes the layout or wording of the assurance report. In these circumstances, the practitioner shall evaluate:

- (a) Whether intended users might misunderstand the assurance conclusion; and
- (b) If so, whether additional explanation in the assurance report can mitigate possible misunderstanding.

If the practitioner concludes that additional explanation in the assurance report cannot mitigate possible misunderstanding, the practitioner shall not accept the engagement, unless required by law or regulation to do so. An engagement conducted in accordance with such law or regulation does not comply with HKSAEs. Accordingly, the practitioner shall not include any reference within the assurance report to the engagement having been conducted in accordance with this HKSAE or any other HKSAE(s) (see also paragraph 71).

Quality Control

Characteristics of the Engagement Partner

31. The engagement partner shall:
- (a) Be a member of a firm that applies HKSQC 1, or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1; (Ref: Para. A60–A66)
 - (b) Have competence in assurance skills and techniques developed through extensive training and practical application; and (Ref: Para. A60)
 - (c) Have sufficient competence in the underlying subject matter and its measurement or evaluation to accept responsibility for the assurance conclusion. (Ref: Para. A67–A68)

Assignment of the Team

32. The engagement partner shall: (Ref: Para. A69)
- (a) Be satisfied that those persons who are to perform the engagement collectively have the appropriate competence and capabilities to: (Ref: Para. A70–A71)
 - (i) Perform the engagement in accordance with relevant standards and applicable legal and regulatory requirements; and
 - (ii) Enable an assurance report that is appropriate in the circumstances to be issued.
 - (b) Be satisfied that the practitioner will be able to be involved in the work of:
 - (i) A practitioner's expert where the work of that expert is to be used; and (Ref: Para. A70–A71)
 - (ii) Another practitioner, not part of the engagement team, where the assurance work of that practitioner is to be used, (Ref: Para. A72–A73)
- to an extent that is sufficient to accept responsibility for the assurance conclusion on the subject matter information.

Responsibilities of the Engagement Partner

33. The engagement partner shall take responsibility for the overall quality on the engagement. This includes responsibility for:
- (a) Appropriate procedures being performed regarding the acceptance and continuance of client relationships and engagements;
 - (b) The engagement being planned and performed (including appropriate direction and supervision) to comply with professional standards and applicable legal and regulatory requirements;
 - (c) Reviews being performed in accordance with the firm's review policies and procedures, and reviewing the engagement documentation on or before the date of the assurance report; (Ref: Para. A74)
 - (d) Appropriate engagement documentation being maintained to provide evidence of achievement of the practitioner's objectives, and that the engagement was performed in accordance with relevant HKSAEs and relevant legal and regulatory requirements; and
 - (e) Appropriate consultation being undertaken by the engagement team on difficult or contentious matters.

34. Throughout the engagement, the engagement partner shall remain alert, through observation and making inquiries as necessary, for evidence of non-compliance with relevant ethical requirements by members of the engagement team. If matters come to the engagement partner's attention through the firm's system of quality control or otherwise that indicate that members of the engagement team have not complied with relevant ethical requirements, the engagement partner, in consultation with others in the firm, shall determine the appropriate action.
35. The engagement partner shall consider the results of the firm's monitoring process as evidenced in the latest information circulated by the firm and, if applicable, other network firms and whether deficiencies noted in that information may affect the assurance engagement.

Engagement Quality Control Review

36. For those engagements, if any, for which a quality control review is required by law or regulation or for which the firm has determined that an engagement quality control review is required:
 - (a) The engagement partner shall take responsibility for discussing significant matters arising during the engagement with the engagement quality control reviewer, and not date the assurance report until completion of that review; and
 - (b) The engagement quality control reviewer shall perform an objective evaluation of the significant judgments made by the engagement team, and the conclusions reached in formulating the assurance report. This evaluation shall involve: (Ref: Para. A75)
 - (i) Discussion of significant matters with the engagement partner;
 - (ii) Review of the subject matter information and the proposed assurance report;
 - (iii) Review of selected engagement documentation relating to the significant judgments the engagement team made and the conclusions it reached; and
 - (iv) Evaluation of the conclusions reached in formulating the assurance report and consideration of whether the proposed assurance report is appropriate.

Professional Skepticism, Professional Judgment, and Assurance Skills and Techniques

37. The practitioner shall plan and perform an engagement with professional skepticism, recognizing that circumstances may exist that cause the subject matter information to be materially misstated. (Ref: Para. A76–A80)
38. The practitioner shall exercise professional judgment in planning and performing an assurance engagement, including determining the nature, timing and extent of procedures. (Ref: Para. A81–A85)
39. The practitioner shall apply assurance skills and techniques as part of an iterative, systematic engagement process.

Planning and Performing the Engagement

Planning

40. The practitioner shall plan the engagement so that it will be performed in an effective manner, including setting the scope, timing and direction of the engagement, and determining the nature, timing and extent of planned procedures that are required to be carried out in order to achieve the objective of the practitioner. (Ref: Para. A86–A89)
41. The practitioner shall determine whether the criteria are suitable for the engagement circumstances, including that they exhibit the characteristics identified in paragraph 24(b)(ii).

42. If it is discovered after the engagement has been accepted that one or more preconditions for an assurance engagement is not present, the practitioner shall discuss the matter with the appropriate party(ies), and shall determine:
- (a) Whether the matter can be resolved to the practitioner's satisfaction;
 - (b) Whether it is appropriate to continue with the engagement; and
 - (c) Whether and, if so, how to communicate the matter in the assurance report.
43. If it is discovered after the engagement has been accepted that some or all of the applicable criteria are unsuitable or some or all of the underlying subject matter is not appropriate for an assurance engagement, the practitioner shall consider withdrawing from the engagement, if withdrawal is possible under applicable law or regulation. If the practitioner continues with the engagement, the practitioner shall express a qualified or adverse conclusion, or disclaimer of conclusion, as appropriate in the circumstances. (Ref: Para. A90–A91)

Materiality

44. The practitioner shall consider materiality when: (Ref: Para. A92–A100)
- (a) Planning and performing the assurance engagement, including when determining the nature, timing and extent of procedures; and
 - (b) Evaluating whether the subject matter information is free from material misstatement.

Understanding the Underlying Subject Matter and Other Engagement Circumstances

45. The practitioner shall make inquiries of the appropriate party(ies) regarding:
- (a) Whether they have knowledge of any actual, suspected or alleged intentional misstatement or non-compliance with laws and regulations affecting the subject matter information; (Ref: Para. A101)
 - (b) Whether the responsible party has an internal audit function and, if so, make further inquiries to obtain an understanding of the activities and main findings of the internal audit function with respect to the subject matter information; and
 - (c) Whether the responsible party has used any experts in the preparation of the subject matter information.

Limited Assurance	Reasonable Assurance
<p>46L. The practitioner shall obtain an understanding of the underlying subject matter and other engagement circumstances sufficient to:</p> <ul style="list-style-type: none"> (a) Enable the practitioner to identify areas where a material misstatement of the subject matter information is likely to arise; and (b) Thereby, provide a basis for designing and performing procedures to address the areas identified in paragraph 46L(a) and to obtain limited assurance to support the practitioner's conclusion. (Ref: Para. A101–A104, A107) 	<p>46R. The practitioner shall obtain an understanding of the underlying subject matter and other engagement circumstances sufficient to:</p> <ul style="list-style-type: none"> (a) Enable the practitioner to identify and assess the risks of material misstatement in the subject matter information; and (b) Thereby, provide a basis for designing and performing procedures to respond to the assessed risks and to obtain reasonable assurance to support the practitioner's conclusion. (Ref: Para. A101–A103, A107)

<p>47L. In obtaining an understanding of the underlying subject matter and other engagement circumstances under paragraph 46L, the practitioner shall consider the process used to prepare the subject matter information. (Ref: Para. A106)</p>	<p>47R. In obtaining an understanding of the underlying subject matter and other engagement circumstances under paragraph 46R, the practitioner shall obtain an understanding of internal control over the preparation of the subject matter information relevant to the engagement. This includes evaluating the design of those controls relevant to the engagement and determining whether they have been implemented by performing procedures in addition to inquiry of the personnel responsible for the subject matter information. (Ref: Para. A105)</p>
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Obtaining Evidence

Risk Consideration and Responses to Risks

<p>Limited Assurance</p>	<p>Reasonable Assurance</p>
<p>48L. Based on the practitioner's understanding (see paragraph 46L), the practitioner shall: (Ref: Para. A108–A112)</p> <ul style="list-style-type: none"> (a) Identify areas where a material misstatement of the subject matter information is likely to arise; and (b) Design and perform procedures to address the areas identified in paragraph 48L(a) and to obtain limited assurance to support the practitioner's conclusion. 	<p>48R. Based on the practitioner's understanding (see paragraph 46R) the practitioner shall: (Ref: Para. A108–A110)</p> <ul style="list-style-type: none"> (a) Identify and assess the risks of material misstatement in the subject matter information; and (b) Design and perform procedures to respond to the assessed risks and to obtain reasonable assurance to support the practitioner's conclusion. In addition to any other procedures on the subject matter information that are appropriate in the engagement circumstances, the practitioner's procedures shall include obtaining sufficient appropriate evidence as to the operating effectiveness of relevant controls over the subject matter information when: <ul style="list-style-type: none"> (i) The practitioner's assessment of the risks of material misstatement includes an expectation that controls are operating effectively, or (ii) Procedures other than testing of controls cannot alone provide sufficient appropriate evidence.
<p>Determining Whether Additional Procedures Are Necessary in a Limited Assurance Engagement</p> <p>49L. If the practitioner becomes aware of a matter(s) that causes the practitioner to believe that the subject matter information may be materially misstated, the practitioner shall design and perform additional procedures to obtain further evidence until</p>	<p>Revision of Risk Assessment in a Reasonable Assurance Engagement</p> <p>49R. The practitioner's assessment of the risks of material misstatement in the subject matter information may change during the course of the engagement as additional evidence is obtained. In circumstances where the practitioner obtains evidence that is</p>

<p>the practitioner is able to: (Ref: Para. A112–A117)</p> <p>(a) Conclude that the matter is not likely to cause the subject matter information to be materially misstated; or</p> <p>(b) Determine that the matter(s) causes the subject matter information to be materially misstated.</p>	<p>inconsistent with the evidence on which the practitioner originally based the assessment of the risks of material misstatement, the practitioner shall revise the assessment and modify the planned procedures accordingly. (Ref: Para. A112)</p>
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50. When designing and performing procedures, the practitioner shall consider the relevance and reliability of the information to be used as evidence. If:
- (a) Evidence obtained from one source is inconsistent with that obtained from another; or
 - (b) The practitioner has doubts about the reliability of information to be used as evidence,
- the practitioner shall determine what changes or additions to procedures are necessary to resolve the matter, and shall consider the effect of the matter, if any, on other aspects of the engagement.
51. The practitioner shall accumulate uncorrected misstatements identified during the engagement other than those that are clearly trivial. (Ref: Para. A118–A119)

Work Performed by a Practitioner's Expert

52. When the work of a practitioner's expert is to be used, the practitioner shall also: (Ref: Para. A120–A124)
- (a) Evaluate whether the practitioner's expert has the necessary competence, capabilities and objectivity for the practitioner's purposes. In the case of a practitioner's external expert, the evaluation of objectivity shall include inquiry regarding interests and relationships that may create a threat to that expert's objectivity; (Ref: Para. A125–A128)
 - (b) Obtain a sufficient understanding of the field of expertise of the practitioner's expert; (Ref: Para. A129–A130)
 - (c) Agree with the practitioner's expert on the nature, scope and objectives of that expert's work; and (Ref: Para. A131–A132)
 - (d) Evaluate the adequacy of the practitioner's expert's work for the practitioner's purposes. (Ref: Para. A133–A134)

Work Performed by Another Practitioner, a Responsible Party's or Measurer's or Evaluator's Expert, or an Internal Auditor (Ref: Para. A135)

53. When the work of another practitioner is to be used, the practitioner shall evaluate whether that work is adequate for the practitioner's purposes.
54. If information to be used as evidence has been prepared using the work of a responsible party's or a measurer's or evaluator's expert, the practitioner shall, to the extent necessary having regard to the significance of that expert's work for the practitioner's purposes:
- (a) Evaluate the competence, capabilities and objectivity of that expert;
 - (b) Obtain an understanding of the work of that expert; and
 - (c) Evaluate the appropriateness of that expert's work as evidence.

55. If the practitioner plans to use the work of the internal audit function, the practitioner shall evaluate the following:
- (a) The extent to which the internal audit function's organizational status and relevant policies and procedures support the objectivity of the internal auditors;
 - (b) The level of competence of the internal audit function;
 - (c) Whether the internal audit function applies a systematic and disciplined approach, including quality control; and
 - (d) Whether the work of the internal audit function is adequate for the purposes of the engagement.

Written Representations

56. The practitioner shall request from the appropriate party(ies) a written representation:
- (a) That it has provided the practitioner with all information of which the appropriate party(ies) is aware that is relevant to the engagement. (Ref: Para. A54–A55 and A136–A138)
 - (b) Confirming the measurement or evaluation of the underlying subject matter against the applicable criteria, including that all relevant matters are reflected in the subject matter information.
57. If, in addition to required representations, the practitioner determines that it is necessary to obtain one or more written representations to support other evidence relevant to the subject matter information, the practitioner shall request such other written representations.
58. When written representations relate to matters that are material to the subject matter information, the practitioner shall:
- (a) Evaluate their reasonableness and consistency with other evidence obtained, including other representations (oral or written); and
 - (b) Consider whether those making the representations can be expected to be well-informed on the particular matters.
59. The date of the written representations shall be as near as practicable to, but not after, the date of the assurance report.

Requested Written Representations Not Provided or Not Reliable

60. If one or more of the requested written representations 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 that the written representations are otherwise not reliable, the practitioner shall: (Ref: Para. A139)
- (a) Discuss the matter with the appropriate party(ies);
 - (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 (oral or written) and evidence in general; and
 - (c) Take appropriate actions, including determining the possible effect on the conclusion in the assurance report.

Subsequent Events

61. When relevant to the engagement, the practitioner shall consider the effect on the subject matter information and on the assurance report of events up to the date of the assurance report, and shall respond appropriately to facts that become known to the practitioner after the date of the assurance report, that, had they been known to the practitioner at that date, may have caused the practitioner to amend the assurance report. The extent of consideration of subsequent events depends on the potential for such events to affect the subject matter information and to affect the appropriateness of the practitioner's conclusion. However, the practitioner has no responsibility to perform any procedures regarding the subject matter information after the date of the assurance report. (Ref: Para. A140–A141)

Other Information

62. When documents containing the subject matter information and the assurance report thereon include other information, the practitioner shall read that other information to identify material inconsistencies, if any, with the subject matter information or the assurance report and, if on reading that other information, the practitioner: (Ref: Para. A142)

- (a) Identifies a material inconsistency between that other information and the subject matter information or the assurance report; or
- (b) Becomes aware of a material misstatement of fact in that other information that is unrelated to matters appearing in the subject matter information or the assurance report,

the practitioner shall discuss the matter with the appropriate party(ies) and take further action as appropriate.

Description of Applicable Criteria

63. The practitioner shall evaluate whether the subject matter information adequately refers to or describes the applicable criteria. (Ref: Para. A143–A145)

Forming the Assurance Conclusion

64. The practitioner shall evaluate the sufficiency and appropriateness of the evidence obtained in the context of the engagement and, if necessary in the circumstances, attempt to obtain further evidence. The practitioner shall consider all relevant evidence, regardless of whether it appears to corroborate or to contradict the measurement or evaluation of the underlying subject matter against the applicable criteria. If the practitioner is unable to obtain necessary further evidence, the practitioner shall consider the implications for the practitioner's conclusion in paragraph 65. (Ref: Para. A146–A152)
65. The practitioner shall form a conclusion about whether the subject matter information is free from material misstatement. In forming that conclusion, the practitioner shall consider the practitioner's conclusion in paragraph 64 regarding the sufficiency and appropriateness of evidence obtained and an evaluation of whether uncorrected misstatements are material, individually or in the aggregate. (Ref: Para. A3 and A153–A154)
66. If the practitioner is unable to obtain sufficient appropriate evidence, a scope limitation exists and the practitioner shall express a qualified conclusion, disclaim a conclusion, or withdraw from the engagement, where withdrawal is possible under applicable law or regulation, as appropriate. (Ref: Para. A155–A157)

Preparing the Assurance Report

67. The assurance report shall be in writing and shall contain a clear expression of the practitioner's conclusion about the subject matter information. (Ref: Para. A2, A158–A160)

68. The practitioner's conclusion shall be clearly separated from information or explanations that are not intended to affect the practitioner's conclusion, including any Emphasis of Matter, Other Matter, findings related to particular aspects of the engagements, recommendations or additional information included in the assurance report. The wording used shall make it clear that an Emphasis of Matter, Other Matter, findings, recommendations or additional information is not intended to detract from the practitioner's conclusion. (Ref: Para. A158–A160)

Assurance Report Content

69. The assurance report shall include, at a minimum, the following basic elements:
- (a) A title that clearly indicates the report is an independent assurance report. (Ref: Para. A161)
 - (b) An addressee. (Ref: Para. A162)
 - (c) An identification or description of the level of assurance obtained by the practitioner, the subject matter information and, when appropriate, the underlying subject matter. When the practitioner's conclusion is phrased in terms of a statement made by the appropriate party, that statement shall accompany the assurance report, be reproduced in the assurance report or be referenced therein to a source that is available to the intended users. (Ref: Para A163)
 - (d) Identification of the applicable criteria. (Ref: Para. A164)
 - (e) Where appropriate, a description of any significant inherent limitations associated with the measurement or evaluation of the underlying subject matter against the applicable criteria. (Ref: Para. A165)
 - (f) When the applicable criteria are designed for a specific purpose, a statement alerting readers to this fact and that, as a result, the subject matter information may not be suitable for another purpose. (Ref: Para. A166–A167)
 - (g) A statement to identify the responsible party and the measurer or evaluator if different, and to describe their responsibilities and the practitioner's responsibilities. (Ref: Para. A168)
 - (h) A statement that the engagement was performed in accordance with this HKSAE or, where there is a subject-matter specific HKSAE, that HKSAE. (Ref: Para. A169–A170)
 - (i) A statement that the firm of which the practitioner is a member applies HKSQC 1, or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements in law or regulation, applied that are at least as demanding as HKSQC 1. (Ref: Para. A171)
 - (j) A statement that the practitioner complies with the independence and other ethical requirements of the Code, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding as Parts A, B and D of the Code related to assurance engagements. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements imposed by law or regulation, applied that are at least as demanding as Parts A, B and D of the Code related to assurance engagements. (Ref: Para. A172)
 - (k) An informative summary of the work performed as the basis for the practitioner's conclusion. In the case of a limited assurance engagement, an appreciation of the nature, timing and extent of procedures performed is essential to understanding the practitioner's conclusion. In a limited assurance engagement, the summary of the work performed shall state that:

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- (i) The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and
 - (ii) Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. (Ref: Para. A6, A173–A177)
- (l) The practitioner's conclusion: (Ref: Para. A2, A178–A180)
- (i) When appropriate, the conclusion shall inform the intended users of the context in which the practitioner's conclusion is to be read. (Ref: Para. A179)
 - (ii) In a reasonable assurance engagement, the conclusion shall be expressed in a positive form. (Ref: Para. A178)
 - (iii) In a limited assurance engagement, the conclusion shall be expressed in a form that conveys whether, based on the procedures performed and evidence obtained, a matter(s) has come to the practitioner's attention to cause the practitioner to believe that the subject matter information is materially misstated. (Ref: Para. A180)
 - (iv) The conclusion in (ii) or (iii) shall be phrased using appropriate words for the underlying subject matter and applicable criteria given the engagement circumstances and shall be phrased in terms of: (Ref: Para. A181)
 - a. The underlying subject matter and the applicable criteria;
 - b. The subject matter information and the applicable criteria; or
 - c. A statement made by the appropriate party.
 - (v) When the practitioner expresses a modified conclusion, the assurance report shall contain:
 - a. A section that provides a description of the matter(s) giving rise to the modification; and
 - b. A section that contains the practitioner's modified conclusion. (Ref: Para. A182)
- (m) The practitioner's signature. (Ref: Para. A183)
- (n) The date of the assurance report. The assurance report shall be dated no earlier than the date on which the practitioner has obtained the evidence on which the practitioner's conclusion is based, including evidence that those with the recognized authority have asserted that they have taken responsibility for the subject matter information. (Ref: Para. A184)
- (o) The location in the jurisdiction where the practitioner practices.

Reference to the Practitioner's Expert in the Assurance Report

70. If the practitioner refers to the work of a practitioner's expert in the assurance report, the wording of that report shall not imply that the practitioner's responsibility for the conclusion expressed in that report is reduced because of the involvement of that expert. (Ref: Para. A185–A187)

Assurance Report Prescribed by Law or Regulation

71. If the practitioner is required by law or regulation to use a specific layout or wording of the assurance report, the assurance report shall refer to this or other HKSAEs only if the assurance report includes, at a minimum, each of the elements identified in paragraph 69.

Unmodified and Modified Conclusions

72. The practitioner shall express an unmodified conclusion when the practitioner concludes:
- (a) In the case of a reasonable assurance engagement, that the subject matter information is prepared, in all material respects, in accordance with the applicable criteria; or
 - (b) In the case of a limited assurance engagement, that, based on the procedures performed and evidence obtained, no matter(s) has come to the attention of the practitioner that causes the practitioner to believe that the subject matter information is not prepared, in all material respects, in accordance with the applicable criteria.
73. If the practitioner considers it necessary to:
- (a) Draw intended users' attention to a matter presented or disclosed in the subject matter information that, in the practitioner's judgment, is of such importance that it is fundamental to intended users' understanding of the subject matter information (an Emphasis of Matter paragraph); or
 - (b) Communicate a matter other than those that are presented or disclosed in the subject matter information that, in the practitioner's judgment, is relevant to intended users' understanding of the engagement, the practitioner's responsibilities or the assurance report (an Other Matter paragraph),

and this is not prohibited by law or regulation, the practitioner shall do so in a paragraph in the assurance report, with an appropriate heading, that clearly indicates the practitioner's conclusion is not modified in respect of the matter. In the case of an Emphasis of Matter paragraph, such a paragraph shall refer only to information presented or disclosed in the subject matter information.

74. The practitioner shall express a modified conclusion in the following circumstances:
- (a) When, in the practitioner's professional judgment, a scope limitation exists and the effect of the matter could be material (see paragraph 66). In such cases, the practitioner shall express a qualified conclusion or a disclaimer of conclusion.
 - (b) When, in the practitioner's professional judgment, the subject matter information is materially misstated. In such cases, the practitioner shall express a qualified conclusion or adverse conclusion. (Ref: Para. A190)
75. The practitioner shall express a qualified conclusion when, in the practitioner's professional judgment, the effects, or possible effects, of a matter are not so material and pervasive as to require an adverse conclusion or a disclaimer of conclusion. A qualified conclusion shall be expressed as being "except for" the effects, or possible effects, of the matter to which the qualification relates. (Ref: Para. A188–A189)
76. If the practitioner expresses a modified conclusion because of a scope limitation but is also aware of a matter(s) that causes the subject matter information to be materially misstated, the practitioner shall include in the assurance report a clear description of both the scope limitation and the matter(s) that causes that the subject matter information to be materially misstated.
77. When the statement made by the appropriate party has identified and properly described that the subject matter information is materially misstated, the practitioner shall either:

- (a) Express a qualified conclusion or adverse conclusion phrased in terms of the underlying subject matter and the applicable criteria; or
- (b) If specifically required by the terms of the engagement to phrase the conclusion in terms of a statement made by the appropriate party, express an unqualified conclusion but include an Emphasis of Matter paragraph in the assurance report referring to the statement made by the appropriate party that identifies and properly describes that the subject matter information is materially misstated. (Ref: Para. A191)

Other Communication Responsibilities

78. The practitioner shall consider whether, pursuant to the terms of the engagement and other engagement circumstances, any matter has come to the attention of the practitioner that is to be communicated with the responsible party, the measurer or evaluator, the engaging party, those charged with governance or others. (Ref: Para. A192)

Documentation

79. The practitioner shall prepare on a timely basis engagement documentation that provides a record of the basis for the assurance report that is sufficient and appropriate to enable an experienced practitioner, having no previous connection with the engagement, to understand: (Ref: Para. A193–A197)
- (a) The nature, timing and extent of the procedures performed to comply with relevant HKSAEs and applicable legal and regulatory requirements;
 - (b) The results of the procedures performed, and the evidence obtained; and
 - (c) Significant matters arising during the engagement, the conclusions reached thereon, and significant professional judgments made in reaching those conclusions.
80. If the practitioner identifies information that is inconsistent with the practitioner's final conclusion regarding a significant matter, the practitioner shall document how the practitioner addressed the inconsistency.
81. The practitioner shall assemble the engagement documentation in an engagement file and complete the administrative process of assembling the final engagement file on a timely basis after the date of the assurance report. (Ref: Para. A198–A199)
82. After the assembly of the final engagement file has been completed, the practitioner shall not delete or discard engagement documentation of any nature before the end of its retention period. (Ref: Para. A200)
83. If the practitioner finds it necessary to amend existing engagement documentation or add new engagement documentation after the assembly of the final engagement file has been completed the practitioner shall, regardless of the nature of the amendments or additions, document:
- (a) The specific reasons for making the amendments or additions; and
 - (b) When, and by whom, they were made and reviewed.

Conformity and Compliance with International Standards on Assurance Engagements

84. As of March 2014 (*date of issue*), this HKSAE conforms with International Standard on Assurance Engagements (ISAE) 3000 (Revised), "Assurance Engagements other than Audits or Reviews of Historical Financial Information". Compliance with the requirements of this HKSAE ensures compliance with ISAE 3000 (Revised).

85. Additional local guidance is provided in footnotes 1a and 3a.

Application and Other Explanatory Material

Introduction (Ref: Para. 6)

A1. In a consulting engagement, the practitioner applies technical skills, education, observations, experiences, and knowledge. Consulting engagements involve an analytical process that typically involves some combination of activities relating to: objective-setting, fact-finding, definition of problems or opportunities, evaluation of alternatives, development of recommendations including actions, communication of results, and sometimes implementation and follow-up. Reports (if issued) are generally written in a narrative (or "long-form") style. Generally the work performed is only for the use and benefit of the client. The nature and scope of work is determined by agreement between the practitioner and the client. Any service that meets the definition of an assurance engagement is not a consulting engagement but an assurance engagement.

Objectives

Engagements with Subject Matter Information Comprising a Number of Aspects (Ref: Para. 10, 65, 69(I))

A2. Where the subject matter information is made up of a number of aspects, separate conclusions may be provided on each aspect. All such separate conclusions do not need to relate to the same level of assurance. Rather, each conclusion is expressed in the form that is appropriate to either a reasonable assurance engagement or a limited assurance engagement. References in this HKSAE to the conclusion in the assurance report include each conclusion when separate conclusions are provided.

Definitions

The Nature, Timing and Extent of Procedures in Limited and Reasonable Assurance Engagements (Ref: Para. 12(a)(i))

A3. Because the level of assurance obtained in a limited assurance engagement is lower than in a reasonable assurance engagement, the procedures the practitioner performs in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement. The primary differences between the procedures for a reasonable assurance engagement and a limited assurance engagement include:

- (a) The emphasis placed on the nature of various procedures as a source of evidence will likely differ, depending on the engagement circumstances. For example, the practitioner may judge it to be appropriate in the circumstances of a particular limited assurance engagement to place relatively greater emphasis on inquiries of the entity's personnel and analytical procedures, and relatively less emphasis, if any, on testing of controls and obtaining evidence from external sources than may be the case for a reasonable assurance engagement.
- (b) In a limited assurance engagement the practitioner may:
 - Select less items for examination; or
 - Perform fewer procedures (for example, performing only analytical procedures in circumstances when, in a reasonable assurance engagement, both analytical procedures and other procedures would be performed).

- (c) In a reasonable assurance engagement, analytical procedures performed in response to the engagement risk involve developing expectations that are sufficiently precise to identify material misstatements. In a limited assurance engagement, analytical procedures may be designed to support expectations regarding the direction of trends, relationships and ratios rather than to identify misstatements with the level of precision expected in a reasonable assurance engagement.
- (d) Further, when significant fluctuations, relationships or differences are identified, appropriate evidence in a limited assurance engagement may be obtained by making inquiries and considering responses received in the light of known engagement circumstances.
- (e) In addition, when undertaking analytical procedures in a limited assurance engagement the practitioner may, for example use data that is more highly aggregated, such as quarterly data rather than monthly data, or use data that has not been subjected to separate procedures to test its reliability to the same extent as it would be for a reasonable assurance engagement.

A Level of Assurance that is Meaningful (Ref: Para. 12(a)(i)(b), 47L)

- A4. The level of assurance the practitioner plans to obtain is not ordinarily susceptible to quantification, and whether it is meaningful is a matter of professional judgment for the practitioner to determine in the circumstances of the engagement. In a limited assurance engagement, the practitioner performs procedures that are limited compared with those necessary in a reasonable assurance engagement but are, nonetheless, planned to obtain a level of assurance that is meaningful. To be meaningful the level of assurance obtained by the practitioner is likely to enhance the intended users' confidence about the subject matter information to a degree that is clearly more than inconsequential (see also paragraphs A16–A18).
- A5. Across the range of all limited assurance engagements, what is meaningful assurance can vary from just above assurance that is likely to enhance the intended users' confidence about the subject matter information to a degree that is clearly more than inconsequential to just below reasonable assurance. What is meaningful in a particular engagement represents a judgment within that range that depends on the engagement circumstances, including the information needs of intended users as a group, the criteria, and the underlying subject matter of the engagement.
- A6. Because the level of assurance obtained by the practitioner in limited assurance engagements varies, the practitioner's report contains an informative summary of the procedures performed, recognizing that an appreciation of the nature, timing and extent of procedures performed is essential to understanding the practitioner's conclusion (see paragraphs 69(k) and A173–A177).
- A7. Some of the factors that may be relevant in determining what constitutes meaningful assurance in a specific engagement include, for example:
 - The characteristics of the underlying subject matter and the criteria, and whether there are any relevant subject matter-specific HKSAs.
 - Instructions or other indications from the engaging party about the nature of the assurance the engaging party is seeking the practitioner to obtain. For example, the terms of the engagement may stipulate particular procedures that the engaging party considers necessary or particular aspects of the subject matter information on which the engaging party would like the practitioner to focus procedures. However, the practitioner may consider that other procedures are required to obtain sufficient appropriate evidence to obtain meaningful assurance.
 - Generally accepted practice, if it exists, with respect to assurance engagements for the particular subject matter information, or similar or related subject matter information.

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- The information needs of intended users as a group. Generally, the greater the consequence to intended users of receiving an inappropriate conclusion when the subject matter information is materially misstated, the greater the assurance that would be needed in order to be meaningful to them. For example, in some cases, the consequence to intended users of receiving an inappropriate conclusion may be so great that a reasonable assurance engagement is needed for the practitioner to obtain assurance that is meaningful in the circumstances.
- The expectation by intended users that the practitioner will form the limited assurance conclusion on the subject matter information within a short timeframe and at a low cost.

Examples of Attestation Engagements (Ref: Para. 12(a)(ii)(a))

A8. Examples of engagements that may be conducted under this HKSAE include:

- (a) Sustainability – An engagement on sustainability involves obtaining assurance on a report prepared by management or management's expert (the measurer or evaluator) on the sustainability performance of the entity.
- (b) Compliance with law or regulation – An engagement on compliance with law or regulation involves obtaining assurance on a statement by another party (the measurer or evaluator) of compliance with the relevant law or regulation.
- (c) Value for money – An engagement on value for money involves obtaining assurance on a measurement or evaluation of value for money by another party (the measurer or evaluator).

Assurance Skills and Techniques (Ref: Para. 12(b))

A9. Assurance skills and techniques include:

- Application of professional skepticism and professional judgment;
- Planning and performing an assurance engagement, including obtaining and evaluating evidence;
- Understanding information systems and the role and limitations of internal control;
- Linking the consideration of materiality and engagement risks to the nature, timing and extent of procedures;
- Applying procedures as appropriate to the engagement (which may include inquiry, inspection, recalculation, reperformance, observation, confirmation, and analytical procedures); and
- Systematic documentation practices and assurance report-writing skills.

Criteria (Ref: Para. 12(c), Appendix)

A10. Suitable criteria are required for reasonably consistent measurement or evaluation of an underlying subject matter within the context of professional judgment. Without the frame of reference provided by suitable criteria, any conclusion is open to individual interpretation and misunderstanding. The suitability of criteria is context-sensitive, that is, it is determined in the context of the engagement circumstances. Even for the same underlying subject matter there can be different criteria, which will yield a different measurement or evaluation. For example, a measurer or evaluator might select, as one of the criteria for the underlying subject matter of customer satisfaction, the number of customer complaints resolved to the acknowledged satisfaction of the customer; another measurer or evaluator might select the number of repeat purchases in the three months following the initial purchase. The suitability of criteria is not

affected by the level of assurance, that is, if criteria are unsuitable for a reasonable assurance engagement, they are also unsuitable for a limited assurance engagement, and vice versa. Suitable criteria include, when relevant, criteria for presentation and disclosure.

Engagement Risk (Ref: Para. 12(f))

- A11. Engagement risk does not refer to, or include, the practitioner's business risks, such as loss from litigation, adverse publicity, or other events arising in connection with particular subject matter information.
- A12. In general, engagement risk can be represented by the following components, although not all of these components will necessarily be present or significant for all assurance engagements:
- (a) Risks that the practitioner does not directly influence, which in turn consist of:
 - (i) The susceptibility of the subject matter information to a material misstatement before consideration of any related controls applied by the appropriate party(ies) (inherent risk); and
 - (ii) The risk that a material misstatement that occurs in the subject matter information will not be prevented, or detected and corrected, on a timely basis by the appropriate party(ies)'s internal control (control risk); and
 - (b) The risk that the practitioner does directly influence, which is the risk that the procedures performed by the practitioner will not detect a material misstatement (detection risk).
- A13. The degree to which each of these components is relevant to the engagement is affected by the engagement circumstances, in particular:
- The nature of the underlying subject matter and the subject matter information. For example, the concept of control risk may be more useful when the underlying subject matter relates to the preparation of information about an entity's performance than when it relates to information about the effectiveness of a control or the existence of a physical condition.
 - Whether a reasonable assurance or a limited assurance engagement is being performed. For example, in limited assurance engagements the practitioner may often decide to obtain evidence by means other than testing of controls, in which case consideration of control risk may be less relevant than in a reasonable assurance engagement on the same subject matter information.

The consideration of risks is a matter of professional judgment, rather than a matter capable of precise measurement.

- A14. Reducing engagement risk to zero is very rarely attainable or cost beneficial and, therefore, "reasonable assurance" is less than absolute assurance, as a result of factors such as the following:
- The use of selective testing.
 - The inherent limitations of internal control.
 - The fact that much of the evidence available to the practitioner is persuasive rather than conclusive.
 - The use of professional judgment in gathering and evaluating evidence and forming conclusions based on that evidence.

- In some cases, the characteristics of the underlying subject matter when evaluated or measured against the criteria.

The Engaging Party (Ref: Para. 12(g), Appendix)

A15. The engaging party may be, under different circumstances, management or those charged with governance of the responsible party, a legislature, the intended users, the measurer or evaluator, or a different third party.

Intended Users (Ref: Para. 12(m), Appendix)

A16. In some cases, there may be intended users other than those to whom the assurance report is addressed. The practitioner may not be able to identify all those who will read the assurance report, particularly where a large number of people have access to it. In such cases, particularly where possible users are likely to have a broad range of interests in the underlying subject matter, intended users may be limited to major stakeholders with significant and common interests. Intended users may be identified in different ways, for example, by agreement between the practitioner and the responsible party or engaging party, or by law or regulation.

A17. Intended users or their representatives may be directly involved with the practitioner and the responsible party (and the engaging party if different) in determining the requirements of the engagement. Regardless of the involvement of others however, and unlike an agreed-upon procedures engagement (which involves reporting factual findings based upon procedures agreed with the engaging party and any appropriate third parties, rather than a conclusion):

- (a) The practitioner is responsible for determining the nature, timing and extent of procedures; and
- (b) The practitioner may need to perform additional procedures if information comes to the practitioner's attention that differs significantly from that on which the determination of planned procedures was based (see paragraphs A115–A117).

A18. In some cases, intended users (for example, bankers and regulators) impose a requirement on, or request the appropriate party(ies) to arrange for an assurance engagement to be performed for a specific purpose. When engagements use criteria that are designed for a specific purpose, paragraph 69(f) requires a statement alerting readers to this fact. In addition, the practitioner may consider it appropriate to indicate that the assurance report is intended solely for specific users. Depending on the engagement circumstances, this may be achieved by restricting the distribution or use of the assurance report (see paragraphs A166–A167).

Subject Matter Information (Ref: Para. 12(x), Appendix)

A19. In some cases, the subject matter information may be a statement that evaluates an aspect of a process, or of performance or compliance, in relation to the criteria. For example, "ABC's internal control operated effectively in terms of XYZ criteria during the period" or "ABC's governance structure conformed with XYZ criteria during the period ...".

The Appropriate Party(ies) (Ref: Para. 13, Appendix)

A20. The roles played by the responsible party, the measurer or evaluator, and the engaging party can vary (see paragraph A37). Also, management and governance structures vary by jurisdiction and by entity, reflecting influences such as different cultural and legal backgrounds, and size and ownership characteristics. Such diversity means that it is not possible for HKSAEs to specify for all engagements the person(s) with whom the practitioner is to inquire of, request representations from, or otherwise communicate with in all circumstances. In some cases, for example, when the appropriate party(ies) is only part of a complete legal entity, identifying the appropriate management personnel or those charged with governance with whom to communicate will require the exercise of professional judgment to determine which person(s) have the appropriate responsibilities for, and knowledge of, the matters concerned.

Conduct of an Assurance Engagement in Accordance with HKSAEs

Complying with Standards that Are Relevant to the Engagement (Ref: Para. 1, 5, 15)

- A21. This HKSAE includes requirements that apply to assurance engagements³ (other than audits or reviews of historical financial information), including engagements in accordance with a subject matter-specific HKSAE. In some cases, a subject matter-specific HKSAE is also relevant to the engagement. A subject matter-specific HKSAE is relevant to the engagement when the HKSAE is in effect, the subject matter of the HKSAE is relevant to the engagement, and the circumstances addressed by the HKSAE exist.
- A22. The HKSAEs and HKSREs have been written for audits and reviews of historical financial information, respectively, and do not apply to other assurance engagements. They may, however, provide guidance in relation to the engagement process generally for practitioners undertaking an assurance engagement in accordance with this HKSAE.

Text of an HKSAE (Ref: Para. 12, 16)

- A23. HKSAEs contain the objectives of the practitioner in following the HKSAEs, and requirements designed to enable the practitioner to meet those objectives. In addition, they contain related guidance in the form of application and other explanatory material, introductory material that provides context relevant to a proper understanding of the HKSAE, and definitions.
- A24. The objectives in an HKSAE provide the context in which the requirements of the HKSAE are set, and are intended to assist in:
- (a) Understanding what is to be accomplished; and
 - (b) Deciding whether more needs to be done to achieve the objectives.

The proper application of the requirements of an HKSAE by the practitioner is expected to provide a sufficient basis for the practitioner's achievement of the objectives. However, because the circumstances of assurance engagements vary widely and all such circumstances cannot be anticipated in the HKSAEs, the practitioner is responsible for determining the procedures necessary to fulfill the requirements of relevant HKSAEs and to achieve the objectives stated therein. In the circumstances of an engagement, there may be particular matters that require the practitioner to perform procedures in addition to those required by relevant HKSAEs to meet the objectives specified in those HKSAEs.

- A25. The requirements of HKSAEs are expressed using "shall."
- A26. Where necessary, the application and other explanatory material provides further explanation of the requirements and guidance for carrying them out. In particular, it may:
- (a) Explain more precisely what a requirement means or is intended to cover; and
 - (b) Include examples that may be appropriate in the circumstances.

While such guidance does not in itself impose a requirement, it is relevant to the proper application of the requirements. The application and other explanatory material may also provide background information on matters addressed in an HKSAE. Where appropriate, additional considerations specific to public sector audit organizations or smaller firms are included within the application and other explanatory material. These additional considerations assist in the application of the requirements in the HKSAEs. They do not, however, limit or reduce the responsibility of the practitioner to apply and comply with the requirements in an HKSAE.

³ This HKSAE contains requirements and application and other explanatory material specific to reasonable and limited assurance attestation engagements. This HKSAE may also be applied to reasonable and limited assurance direct engagements, adapted and supplemented as necessary in the engagement circumstances.

A27. Definitions are provided in the HKSAEs to assist in the consistent application and interpretation of the HKSAEs, and are not intended to override definitions that may be established for other purposes, whether by laws, regulations or otherwise.

A28. Appendices form part of the application and other explanatory material. The purpose and intended use of an appendix are explained in the body of the related HKSAE or within the title and introduction of the appendix itself.

Complying with Relevant Requirements (Ref: Para. 17)

A29. Although some procedures are required only for reasonable assurance engagements, they may nonetheless be appropriate in some limited assurance engagements.

Ethical Requirements (Ref: Para. 3(a), 20, 22(a))

A30. Part A of the Code establishes the following fundamental principles with which the practitioner is required to comply:

- (a) Integrity;
- (b) Objectivity;
- (c) Professional competence and due care;
- (d) Confidentiality; and
- (e) Professional behavior.

A31. Part A of the Code also provides a conceptual framework for professional accountants to apply to:

- (a) Identify threats to compliance with the fundamental principles. Threats fall into one or more of the following categories:
 - (i) Self-interest;
 - (ii) Self-review;
 - (iii) Advocacy;
 - (iv) Familiarity; and
 - (v) Intimidation;
- (b) Evaluate the significance of the threats identified; and
- (c) Apply safeguards, when necessary, to eliminate the threats or reduce them to an acceptable level. Safeguards are necessary when the professional accountant determines that the threats are not at a level at which a reasonable and informed third party would be likely to conclude, weighing all the specific facts and circumstances available to the professional accountant at that time, that compliance with the fundamental principles is not compromised.

A32. Part B of the Code describes how the conceptual framework in Part A applies in certain situations to professional accountants in public practice, including:

- Professional appointment;
- Conflicts of interest;

- Second opinions;
- Fees and other types of remuneration;
- Marketing professional services;
- Gifts and hospitality;
- Custody of client assets;
- Objectivity; and
- Independence.

A33. The Code defines independence as comprising both independence of mind and independence in appearance. Independence safeguards the ability to form an assurance conclusion without being affected by influences that might compromise that conclusion. Independence enhances the ability to act with integrity, to be objective and to maintain an attitude of professional skepticism. Matters addressed in the Code with respect to independence include:

- Financial interests;
- Loans and guarantees;
- Business relationships;
- Family and personal relationships;
- Employment with assurance clients;
- Recent service with an assurance client;
- Serving as a director or officer of an assurance client;
- Long association of senior personnel with assurance clients;
- Provision of non-assurance services to assurance clients;
- Fees (relative size, overdue, and contingent fees);
- Gifts and hospitality; and
- Actual or threatened litigation.

A34. Professional requirements, or requirements imposed by law or regulation, are at least as demanding as Parts A, B and D of the Code related to assurance engagements when they address all the matters referred to in paragraphs A30–A33 and impose obligations that achieve the aims of the requirements set out in Parts A, B and D of the Code related to assurance engagements.

Acceptance and Continuance

Preconditions for the Engagement (Ref: Para. 24)

A35. In a public sector environment, some of the preconditions for an assurance engagement may be assumed to be present, for example:

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- (a) The roles and responsibilities of public sector audit organizations and the government entities scoped into assurance engagements are assumed to be appropriate because they are generally set out in legislation;
 - (b) Public sector audit organizations' right of access to the information necessary to perform the engagement is often set out in legislation;
 - (c) The practitioner's conclusion, in the form appropriate to either a reasonable assurance engagement or a limited assurance engagement, is generally required by legislation to be contained in a written report; and
 - (d) A rational purpose is generally present because the engagement is set out in legislation.
- A36. If suitable criteria are not available for all of the underlying subject matter but the practitioner can identify one or more aspects of the underlying subject matter for which those criteria are suitable, then an assurance engagement can be performed with respect to that aspect of the underlying subject matter in its own right. In such cases, the assurance report may need to clarify that the report does not relate to the original underlying subject matter in its entirety.

Roles and Responsibilities (Ref: Para. 12(m), 12(n), 12(r), 12(v), 13, 24(a), Appendix)

- A37. All assurance engagements have at least three parties: the responsible party, the practitioner, and the intended users. In many attestation engagements, the responsible party may also be the measurer or evaluator, and the engaging party. See the Appendix for a discussion of how each of these roles relate to an assurance engagement.
- A38. Evidence that the appropriate relationship exists with respect to responsibility for the underlying subject matter may be obtained through an acknowledgement provided by the responsible party. Such an acknowledgement also establishes a basis for a common understanding of the responsibilities of the responsible party and the practitioner. A written acknowledgement is the most appropriate form of documenting the responsible party's understanding. In the absence of a written acknowledgement of responsibility, it may still be appropriate for the practitioner to accept the engagement if, for example, other sources, such as legislation or a contract, indicate responsibility. In other cases, it may be appropriate to decline the engagement depending on the circumstances, or to disclose the circumstances in the assurance report.
- A39. The measurer or evaluator is responsible for having a reasonable basis for the subject matter information. What constitutes a reasonable basis will depend on the nature of the underlying subject matter and other engagement circumstances. In some cases, a formal process with extensive internal controls may be needed to provide the measurer or evaluator with a reasonable basis that the subject matter information is free from material misstatement. The fact that the practitioner will report on the subject matter information is not a substitute for the measurer or evaluator's own processes to have a reasonable basis for the subject matter information.

Appropriateness of the Underlying Subject Matter (Ref: Para. 24(b)(i))

- A40. An appropriate underlying subject matter is identifiable and capable of consistent measurement or evaluation against the applicable criteria such that the resulting subject matter information can be subjected to procedures for obtaining sufficient appropriate evidence to support a reasonable assurance or limited assurance conclusion, as appropriate.
- A41. The appropriateness of an underlying subject matter is not affected by the level of assurance, that is, if an underlying subject matter is not appropriate for a reasonable assurance engagement, it is also not appropriate for a limited assurance engagement, and vice versa.
- A42. Different underlying subject matters have different characteristics, including the degree to which information about them is qualitative versus quantitative, objective versus subjective, historical versus prospective, and relates to a point in time or covers a period. Such characteristics affect the:

- (a) Precision with which the underlying subject matter can be measured or evaluated against criteria; and
 - (b) The persuasiveness of available evidence.
- A43. Identifying such characteristics and considering their effects assist the practitioner when assessing the appropriateness of the underlying subject matter and also in determining the content of the assurance report (see paragraph A163).
- A44. In some cases, the assurance engagement may relate to only one part of a broader underlying subject matter. For example, the practitioner may be engaged to report on one aspect of an entity's contribution to sustainable development, such as a number of programs run by an entity that have positive environmental outcomes. In determining whether the engagement exhibits the characteristic of having an appropriate underlying subject matter in such cases, it may be appropriate for the practitioner to consider whether information about the aspect on which the practitioner is asked to report is likely to meet the information needs of intended users as a group, and also how the subject matter information will be presented and distributed, for example, whether there are more significant programs with less favorable outcomes that the entity is not reporting upon.

Suitability and Availability of the Criteria

Suitability of the criteria (Ref: Para. 24(b)(ii))

- A45. Suitable criteria exhibit the following characteristics:
- (a) **Relevance:** Relevant criteria result in subject matter information that assists decision-making by the intended users.
 - (b) **Completeness:** Criteria are complete when subject matter information prepared in accordance with them does not omit relevant factors that could reasonably be expected to affect decisions of the intended users made on the basis of that subject matter information. Complete criteria include, where relevant, benchmarks for presentation and disclosure.
 - (c) **Reliability:** Reliable criteria allow reasonably consistent measurement or evaluation of the underlying subject matter including, where relevant, presentation and disclosure, when used in similar circumstances by different practitioners.
 - (d) **Neutrality:** Neutral criteria result in subject matter information that is free from bias as appropriate in the engagement circumstances.
 - (e) **Understandability:** Understandable criteria result in subject matter information that can be understood by the intended users.
- A46. Vague descriptions of expectations or judgments of an individual's experiences do not constitute suitable criteria.
- A47. The suitability of criteria for a particular engagement depends on whether they reflect the above characteristics. The relative importance of each characteristic to a particular engagement is a matter of professional judgment. Further, criteria may be suitable for a particular set of engagement circumstances, but may not be suitable for a different set of engagement circumstances. For example, reporting to governments or regulators may require the use of a particular set of criteria, but these criteria may not be suitable for a broader group of users.
- A48. Criteria can be selected or developed in a variety of ways, for example, they may be:
- Embodied in law or regulation.
 - Issued by authorized or recognized bodies of experts that follow a transparent due process.

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- Developed collectively by a group that does not follow a transparent due process.
- Published in scholarly journals or books.
- Developed for sale on a proprietary basis.
- Specifically designed for the purpose of preparing the subject matter information in the particular circumstances of the engagement.

How criteria are developed may affect the work that the practitioner carries out to assess their suitability.

A49. In some cases, law or regulation prescribes the criteria to be used for the engagement. In the absence of indications to the contrary, such criteria are presumed to be suitable, as are criteria issued by authorized or recognized bodies of experts that follow a transparent due process if they are relevant to the intended users' information needs. Such criteria are known as established criteria. Even when established criteria exist for an underlying subject matter, specific users may agree to other criteria for their specific purposes. For example, various frameworks can be used as established criteria for evaluating the effectiveness of internal control. Specific users may, however, develop a more detailed set of criteria that meet their specific information needs in relation to, for example, prudential supervision. In such cases, the assurance report:

- (a) Alerts readers that the subject matter information is prepared in accordance with special purpose criteria and that, as a result, the subject matter information may not be suitable for another purpose (see paragraph 69(f)); and
- (b) May note, when it is relevant to the circumstances of the engagement, that the criteria are not embodied in law or regulation, or issued by authorized or recognized bodies of experts that follow a transparent due process.

A50. If criteria are specifically designed for the purpose of preparing the subject matter information in the particular circumstances of the engagement, they are not suitable if they result in subject matter information or an assurance report that is misleading to the intended users. It is desirable for the intended users or the engaging party to acknowledge that specifically developed criteria are suitable for the intended users' purposes. The absence of such an acknowledgement may affect what is to be done to assess the suitability of the criteria, and the information provided about the criteria in the assurance report.

Availability of the criteria (Ref: Para. 24(b)(iii))

A51. Criteria need to be available to the intended users to allow them to understand how the underlying subject matter has been measured or evaluated. Criteria are made available to the intended users in one or more of the following ways:

- (a) Publicly.
- (b) Through inclusion in a clear manner in the presentation of the subject matter information.
- (c) Through inclusion in a clear manner in the assurance report (see paragraph A164).
- (d) By general understanding, for example the criterion for measuring time in hours and minutes.

A52. Criteria may also be available only to intended users, for example the terms of a contract, or criteria issued by an industry association that are available only to those in the industry because they are relevant only to a specific purpose. When this is the case, paragraph 69(f) requires a statement alerting readers to this fact. In addition, the practitioner may consider it appropriate to indicate that the assurance report is intended solely for specific users (see paragraph A166–A167).

Access to Evidence (Ref: Para. 24(b)(iv))

Quantity and quality of available evidence

A53. The quantity or quality of available evidence is affected by:

- (a) The characteristics of the underlying subject matter or the subject matter information. For example, less objective evidence might be expected when the subject matter information is future oriented rather than historical; and
- (b) Other circumstances, such as when evidence that could reasonably be expected to exist is not available because of, for example, the timing of the practitioner's appointment, an entity's document retention policy, inadequate information systems, or a restriction imposed by the responsible party.

Ordinarily, evidence will be persuasive rather than conclusive.

Access to records (Ref: Para. 56)

A54. Seeking the agreement of the appropriate party(ies) that it acknowledges and understands its responsibility to provide the practitioner with the following may assist the practitioner in determining whether the engagement exhibits the characteristic of access to evidence:

- (a) Access to all information of which the appropriate party(ies) is aware that is relevant to the preparation of the subject matter information such as records, documentation and other matters;
- (b) Additional information that the practitioner may request from the appropriate party(ies) for the purpose of the engagement; and
- (c) Unrestricted access to persons from the appropriate party(ies) from whom the practitioner determines it necessary to obtain evidence.

A55. The nature of relationships between the responsible party, the measurer or evaluator, and the engaging party may affect the practitioner's ability to access records, documentation and other information the practitioner may require as evidence to complete the engagement. The nature of such relationships may therefore be a relevant consideration when determining whether or not to accept the engagement. Examples of some circumstances in which the nature of these relationships may be problematic are included in paragraph A139.

A Rational Purpose (Ref: Para. 24(b)(vi))

A56. In determining whether the engagement has a rational purpose, relevant considerations may include the following:

- The intended users of the subject matter information and the assurance report (particularly, when the criteria are designed for a special purpose). A further consideration is the likelihood that the subject matter information and the assurance report will be used or distributed more broadly than to intended users.
- Whether aspects of the subject matter information are expected to be excluded from the assurance engagement, and the reason for their exclusion.
- The characteristics of the relationships between the responsible party, the measurer or evaluator, and the engaging party, for example, when the measurer or evaluator is not the responsible party, whether the responsible party consents to the use to be made of the subject matter information and will have the opportunity to review the subject matter information before it is made available to intended users or to distribute comments with the subject matter information.

- Who selected the criteria to be applied to measure or evaluate the underlying subject matter, and what the degree of judgment and scope for bias is in applying them. The engagement is more likely to have a rational purpose if the intended users selected or were involved in selecting the criteria.
- Any significant limitations on the scope of the practitioner's work.
- Whether the practitioner believes the engaging party intends to associate the practitioner's name with the underlying subject matter or the subject matter information in an inappropriate manner.

Agreeing on the Terms of the Engagement (Ref: Para. 27)

- A57. It is in the interests of both the engaging party and the practitioner that the practitioner communicates in writing the agreed terms of the engagement before the commencement of the engagement to help avoid misunderstandings. The form and content of the written agreement or contract will vary with the engagement circumstances. For example, if law or regulation prescribes in sufficient detail the terms of the engagement, the practitioner need not record them in a written agreement, except for the fact that such law or regulation applies and that the appropriate party acknowledges and understands its responsibilities under such law or regulation.
- A58. Law or regulation, particularly in the public sector, may mandate the appointment of a practitioner and set out specific powers, such as the power to access an appropriate party(ies)'s records and other information, and responsibilities, such as requiring the practitioner to report directly to a minister, the legislature or the public if an appropriate party(ies) attempts to limit the scope of the engagement.

Acceptance of a Change in the Terms of the Engagement (Ref: Para. 29)

- A59. A change in circumstances that affects the intended users' requirements, or a misunderstanding concerning the nature of the engagement, may justify a request for a change in the engagement, for example, from an assurance engagement to a non-assurance engagement, or from a reasonable assurance engagement to a limited assurance engagement. An inability to obtain sufficient appropriate evidence to form a reasonable assurance conclusion is not an acceptable reason to change from a reasonable assurance engagement to a limited assurance engagement.

Quality Control

Professional Accountants in Public Practice (Ref: Para. 20, 31(a)–(b))

- A60. This HKSAC has been written in the context of a range of measures taken to ensure the quality of assurance engagements undertaken by professional accountants in public practice, such as those taken by IFAC member bodies^{3a} in accordance with IFAC's Member Body Compliance Program and Statements of Membership Obligations. Such measures include:
- Competency requirements, such as education and experience benchmarks for entry to membership, and ongoing continuing professional development as well as life-long learning requirements.
 - Quality control policies and procedures implemented across the firm. HKSQC 1 applies to all firms of professional accountants in respect of assurance and related services engagements.
 - A comprehensive Code, including detailed independence requirements, founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

^{3a} The Hong Kong Institute of Certified Public Accountants is a member of IFAC.

Firm Level Quality Control (Ref: Para. 3(b), 31(a))

- A61. HKSQC 1 deals with the firm's responsibilities to establish and maintain its system of quality control for assurance engagements. It sets out the responsibilities of the firm for establishing policies and procedures designed to provide it with reasonable assurance that the firm and its personnel comply with relevant ethical requirements, including those pertaining to independence. Compliance with HKSQC 1 requires, among other things, that the firm establish and maintain a system of quality control that includes policies and procedures addressing each of the following elements, and that it documents its policies and procedures and communicates them to the firm's personnel:
- (a) Leadership responsibilities for quality within the firm;
 - (b) Relevant ethical requirements;
 - (c) Acceptance and continuance of client relationships and specific engagements;
 - (d) Human resources;
 - (e) Engagement performance; and
 - (f) Monitoring.
- A62. Other professional requirements, or requirements in law or regulation that deal with the firm's responsibilities to establish and maintain a system of quality control, are at least as demanding as HKSQC 1 when they address all the matters referred to in the preceding paragraph and impose obligations on the firm that achieve the aims of the requirements set out in HKSQC 1.
- A63. The actions of the engagement partner, and appropriate messages to the other members of the engagement team, in the context of the engagement partner taking responsibility for the overall quality on each engagement, emphasize the fact that quality is essential in performing an assurance engagement, and the importance to the quality of the assurance engagement of:
- (a) Performing work that complies with professional standards and regulatory and legal requirements.
 - (b) Complying with the firm's quality control policies and procedures as applicable.
 - (c) Issuing a report for the engagement that is appropriate in the circumstances.
 - (d) The engagement team's ability to raise concerns without fear of reprisals.
- A64. An effective system of quality control includes a monitoring process designed to provide the firm with reasonable assurance that its policies and procedures relating to the system of quality control are relevant, adequate and operating effectively.
- A65. Unless information provided by the firm or other parties suggests otherwise, the engagement team is entitled to rely on the firm's system of quality control. For example, the engagement team may rely on the firm's system of quality control in relation to:
- (a) Competence of personnel through their recruitment and formal training.
 - (b) Independence through the accumulation and communication of relevant independence information.
 - (c) Maintenance of client relationships through acceptance and continuance systems.
 - (d) Adherence to regulatory and legal requirements through the monitoring process.

In considering deficiencies identified in the firm's system of quality control that may affect the assurance engagement, the engagement partner may consider measures taken by the firm to rectify those deficiencies.

- A66. A deficiency in the firm's system of quality control does not necessarily indicate that an assurance engagement was not performed in accordance with professional standards and applicable legal and regulatory requirements, or that the practitioner's report was not appropriate.

Skills, Knowledge and Experience with Respect to the Underlying Subject Matter and Its Measurement or Evaluation (Ref: Para. 31(c))

- A67. A practitioner may be requested to perform assurance engagements with respect to a wide range of underlying subject matter and subject matter information. Some may require specialized skills and knowledge beyond those ordinarily possessed by a particular individual.
- A68. The Code requires the professional accountant in public practice to agree to provide only those services that the professional accountant in public practice is competent to perform.⁴ The practitioner has sole responsibility for the assurance conclusion expressed, and that responsibility is not reduced by the practitioner's use of the work of a practitioner's expert. Nonetheless, if the practitioner using the work of a practitioner's expert, having followed this HKSAE, concludes that the work of that expert is adequate for the practitioner's purposes, the practitioner may accept that expert's findings or conclusions in the expert's field as appropriate evidence.

Assignment of the Team

Collective Competence and Capabilities (Ref: Para. 32)

- A69. HKSQC 1 requires the firm to establish policies and procedures for the acceptance and continuance of client relationships and specific engagements, designed to provide the firm with reasonable assurance that it will only undertake or continue relationships and engagements where the firm is competent to perform the engagement and has the capabilities, including time and resources, to do so.⁵

Practitioner's Expert (Ref: Para. 32(a), 32(b)(i))

- A70. Some of the assurance work may be performed by a multi-disciplinary team that includes one or more practitioner's expert. For example, a practitioner's expert may be needed to assist the practitioner in obtaining an understanding of the underlying subject matter and other engagement circumstances or in one or more of the matters mentioned in paragraph 46R (in the case of a reasonable assurance engagement) or 46L (in the case of a limited assurance engagement).
- A71. When the work of a practitioner's expert is to be used, it may be appropriate to perform some of the procedures required by paragraph 52 at the engagement acceptance or continuance stage.

Other Practitioners (Ref: Para. 32(b)(ii))

- A72. The subject matter information may include information upon which another practitioner may have expressed a conclusion. The practitioner, in concluding on the subject matter information, may decide to use the evidence on which that other practitioner's conclusion is based to provide evidence regarding the subject matter information.
- A73. The work of another practitioner may be used in relation to, for example, an underlying subject matter at a remote location or in a foreign jurisdiction. Such other practitioners are not part of the engagement team. Relevant considerations when the engagement team plans to use the work of another practitioner may include:

⁴ The Code, paragraph 210.6

⁵ HKSQC 1, paragraph 26

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- Whether the other practitioner understands and complies with the ethical requirements that are relevant to the engagement and, in particular, is independent.
- The other practitioner's professional competence.
- The extent of the engagement team's involvement in the work of the other practitioner.
- Whether the other practitioner operates in a regulatory environment that actively oversees that practitioner.

Review Responsibilities (Ref: Para. 33(c))

A74. Under HKSQC 1, the firm's review responsibility policies and procedures are determined on the basis that the work of less experienced team members is reviewed by more experienced team members.⁶

Engagement Quality Control Review (Ref: Para. 36(b))

A75. Other matters that may be considered in an engagement quality control review include:

- (a) The engagement team's evaluation of the firm's independence in relation to the engagement;
- (b) Whether appropriate consultation has taken place on matters involving differences of opinion or other difficult or contentious matters, and the conclusions arising from those consultations; and
- (c) Whether engagement documentation selected for review reflects the work performed in relation to the significant judgments and supports the conclusions reached.

Professional Skepticism and Professional Judgment

Professional Skepticism (Ref: Para. 37)

A76. Professional skepticism is an attitude that includes being alert to, for example:

- Evidence that is inconsistent with other evidence obtained.
- Information that calls into question the reliability of documents and responses to inquiries to be used as evidence.
- Circumstances that suggest the need for procedures in addition to those required by relevant HKSAEs.
- Conditions that may indicate likely misstatement.

A77. Maintaining professional skepticism throughout the engagement is necessary if the practitioner is, for example, to reduce the risks of:

- Overlooking unusual circumstances.
- Overgeneralizing when drawing conclusions from observations.
- Using inappropriate assumptions in determining the nature, timing and extent of the procedures, and evaluating the results thereof.

⁶ HKSQC 1, paragraph 33

- A78. Professional skepticism is necessary to the critical assessment of evidence. This includes questioning inconsistent evidence and the reliability of documents and responses to inquiries. It also includes consideration of the sufficiency and appropriateness of evidence obtained in the light of the circumstances.
- A79. Unless the engagement involves assurance about whether documents are genuine, the practitioner may accept records and documents as genuine unless the practitioner has reason to believe the contrary. Nevertheless, the practitioner is required by paragraph 50 to consider the reliability of information to be used as evidence.
- A80. The practitioner cannot be expected to disregard past experience of the honesty and integrity of those who provide evidence. Nevertheless, a belief that those who provide evidence are honest and have integrity does not relieve the practitioner of the need to maintain professional skepticism.

Professional Judgment (Ref: Para. 38)

- A81. Professional judgment is essential to the proper conduct of an assurance engagement. This is because interpretation of relevant ethical requirements and relevant HKSAEs and the informed decisions required throughout the engagement cannot be made without the application of relevant training, knowledge, and experience to the facts and circumstances. Professional judgment is necessary in particular regarding decisions about:
- Materiality and engagement risk.
 - The nature, timing and extent of procedures used to meet the requirements of relevant HKSAEs and obtain evidence.
 - Evaluating whether sufficient appropriate evidence has been obtained, and whether more needs to be done to achieve the objectives of this HKSAE and any relevant subject matter specific HKSAE. In particular, in the case of a limited assurance engagement, professional judgment is required in evaluating whether a meaningful level of assurance has been obtained.
 - The appropriate conclusions to draw based on the evidence obtained.
- A82. The distinguishing feature of the professional judgment expected of a practitioner is that it is exercised by a practitioner whose training, knowledge and experience have assisted in developing the necessary competencies to achieve reasonable judgments.
- A83. The exercise of professional judgment in any particular case is based on the facts and circumstances that are known by the practitioner. Consultation on difficult or contentious matters during the course of the engagement, both within the engagement team and between the engagement team and others at the appropriate level within or outside the firm assist the practitioner in making informed and reasonable judgments, including the extent to which particular items in the subject matter information are affected by judgment of the appropriate party.
- A84. Professional judgment can be evaluated based on whether the judgment reached reflects a competent application of assurance and measurement or evaluation principles and is appropriate in the light of, and consistent with, the facts and circumstances that were known to the practitioner up to the date of the practitioner's assurance report.
- A85. Professional judgment needs to be exercised throughout the engagement. It also needs to be appropriately documented. In this regard, paragraph 79 requires the practitioner to prepare documentation sufficient to enable an experienced practitioner, having no previous connection with the engagement, to understand the significant professional judgments made in reaching conclusions on significant matters arising during the engagement. Professional judgment is not to

be used as the justification for decisions that are not otherwise supported by the facts and circumstances of the engagement or sufficient appropriate evidence.

Planning and Performing the Engagement

Planning (Ref: Para. 40)

A86. Planning involves the engagement partner, other key members of the engagement team, and any key practitioner's external experts developing an overall strategy for the scope, emphasis, timing and conduct of the engagement, and an engagement plan, consisting of a detailed approach for the nature, timing and extent of procedures to be performed, and the reasons for selecting them. Adequate planning helps to devote appropriate attention to important areas of the engagement, identify potential problems on a timely basis and properly organize and manage the engagement in order for it to be performed in an effective and efficient manner. Adequate planning also assists the practitioner to properly assign work to engagement team members, and facilitates the direction, supervision, and the review of their work. Further, it assists, where applicable, the coordination of work done by other practitioners and experts. The nature and extent of planning activities will vary with the engagement circumstances, for example the complexity of the underlying subject matter and criteria. Examples of the main matters that may be considered include:

- The characteristics of the engagement that define its scope, including the terms of the engagement and the characteristics of the underlying subject matter and the criteria.
- The expected timing and the nature of the communications required.
- The results of engagement acceptance activities and, where applicable, whether knowledge gained on other engagements performed by the engagement partner for the appropriate party(ies) is relevant.
- The engagement process.
- The practitioner's understanding of the appropriate party(ies) and its environment, including the risks that the subject matter information may be materially misstated.
- Identification of intended users and their information needs, and consideration of materiality and the components of engagement risk.
- The extent to which the risk of fraud is relevant to the engagement.
- The nature, timing and extent of resources necessary to perform the engagement, such as personnel and expertise requirements, including the nature and extent of experts' involvement.
- The impact of the internal audit function on the engagement.

A87. The practitioner may decide to discuss elements of planning with the appropriate party(ies) to facilitate the conduct and management of the engagement (for example, to coordinate some of the planned procedures with the work of the appropriate party(ies)'s personnel). Although these discussions often occur, the overall engagement strategy and the engagement plan remain the practitioner's responsibility. When discussing matters included in the overall engagement strategy or engagement plan, care is required in order not to compromise the effectiveness of the engagement. For example, discussing the nature and timing of detailed procedures with the appropriate party(ies) may compromise the effectiveness of the engagement by making the procedures too predictable.

A88. Planning is not a discrete phase, but rather a continual and iterative process throughout the engagement. As a result of unexpected events, changes in conditions, or evidence obtained, the practitioner may need to revise the overall strategy and engagement plan, and thereby the resulting planned nature, timing and extent of procedures.

- A89. In smaller or less complex engagements, the entire engagement may be conducted by a very small engagement team, possibly involving the engagement partner (who may be a sole practitioner) working without any other engagement team members. With a smaller team, co-ordination of, and communication between, team members is easier. Establishing the overall engagement strategy in such cases need not be a complex or time-consuming exercise; it varies according to the size of the entity, the complexity of the engagement, including the underlying subject matter and criteria, and the size of the engagement team. For example, in the case of a recurring engagement, a brief memorandum prepared at the completion of the previous period, based on a review of the working papers and highlighting issues identified in the engagement just completed, updated in the current period based on discussions with appropriate parties, can serve as the documented engagement strategy for the current engagement.
- A90. If in the circumstances described in paragraph 43, the practitioner continues with the engagement:
- (a) When, in the practitioner's professional judgment, the unsuitable applicable criteria or inappropriate underlying subject matter is likely to mislead the intended users, a qualified conclusion or adverse conclusion would be appropriate in the circumstances depending on how material and pervasive the matter is.
 - (b) In other cases, a qualified conclusion or a disclaimer of conclusion would be appropriate depending on, in the practitioner's professional judgment, how material and pervasive the matter is.
- A91. For example, if after accepting the engagement, the practitioner discovers that the application of the applicable criteria leads to biased subject matter information, and the bias of the subject matter information is material and pervasive, then an adverse conclusion would be appropriate in the circumstances.

Materiality (Ref: Para. 44)

- A92. Professional judgments about materiality are made in light of surrounding circumstances, but are not affected by the level of assurance, that is, for the same intended users and purpose, materiality for a reasonable assurance engagement is the same as for a limited assurance engagement because materiality is based on the information needs of intended users.
- A93. The applicable criteria may discuss the concept of materiality in the context of the preparation and presentation of the subject matter information and thereby provide a frame of reference for the practitioner in considering materiality for the engagement. Although applicable criteria may discuss materiality in different terms, the concept of materiality generally includes the matters discussed in paragraphs A92–A100. If the applicable criteria do not include a discussion of the concept of materiality, these paragraphs provide the practitioner with a frame of reference.
- A94. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence relevant decisions of intended users taken on the basis of the subject matter information. The practitioner's consideration of materiality is a matter of professional judgment, and is affected by the practitioner's perception of the common information needs of intended users as a group. In this context, it is reasonable for the practitioner to assume that intended users:
- (a) Have a reasonable knowledge of the underlying subject matter, and a willingness to study the subject matter information with reasonable diligence;
 - (b) Understand that the subject matter information is prepared and assured to appropriate levels of materiality, and have an understanding of any materiality concepts included in the applicable criteria;
 - (c) Understand any inherent uncertainties involved in the measuring or evaluating the underlying subject matter; and

- (d) Make reasonable decisions on the basis of the subject matter information taken as a whole.

Unless the engagement has been designed to meet the particular information needs of specific users, the possible effect of misstatements on specific users, whose information needs may vary widely, is not ordinarily considered (see also paragraphs A16–A18).

A95. Materiality is considered in the context of qualitative factors and, when applicable, quantitative factors. The relative importance of qualitative factors and quantitative factors when considering materiality in a particular engagement is a matter for the practitioner's professional judgment.

A96. Qualitative factors may include such things as:

- The number of persons or entities affected by the subject matter.
- The interaction between, and relative importance of, various components of the subject matter information when it is made up of multiple components, such as a report that includes numerous performance indicators.
- The wording chosen with respect to subject matter information that is expressed in narrative form.
- The characteristics of the presentation adopted for the subject matter information when the applicable criteria allow for variations in that presentation.
- The nature of a misstatement, for example, the nature of observed deviations from a control when the subject matter information is a statement that the control is effective.
- Whether a misstatement affects compliance with law or regulation.
- In the case of periodic reporting on an underlying subject matter, the effect of an adjustment that affects past or current subject matter information or is likely to affect future subject matter information.
- Whether a misstatement is the result of an intentional act or is unintentional.
- Whether a misstatement is significant having regard to the practitioner's understanding of known previous communications to users, for example, in relation to the expected outcome of the measurement or evaluation of the underlying subject matter.
- Whether a misstatement relates to the relationship between the responsible party, the measurer or evaluator, or the engaging party or their relationship with other parties.
- When a threshold or benchmark value has been identified, whether the result of the procedure deviates from that value.
- When the underlying subject matter is a governmental program or public sector entity, whether a particular aspect of the program or entity is significant with regard to the nature, visibility and sensitivity of the program or entity.
- When the subject matter information relates to a conclusion on compliance with law or regulation, the seriousness of the consequences of non-compliance.

A97. Quantitative factors relate to the magnitude of misstatements relative to reported amounts for those aspects of the subject matter information, if any, that are:

- Expressed numerically; or

- Otherwise related to numerical values (for example, the number of observed deviations from a control may be a relevant quantitative factor when the subject matter information is a statement that the control is effective).
- A98. When quantitative factors are applicable, planning the engagement solely to detect individually material misstatements overlooks the fact that the aggregate of uncorrected and undetected individually immaterial misstatements may cause the subject matter information to be materially misstated. It may therefore be appropriate when planning the nature, timing and extent of procedures for the practitioner to determine a quantity less than materiality as a basis for determining the nature, timing and extent of procedures.
- A99. Materiality relates to the information covered by the assurance report. Therefore, when the engagement covers some, but not all, aspects of the information communicated about an underlying subject matter, materiality is considered in relation to only that portion that is covered by the engagement.
- A100. Concluding on the materiality of the misstatements identified as a result of the procedures performed requires professional judgment. For example:
- The applicable criteria for a value for money engagement for a hospital's emergency department may include the speed of the services provided, the quality of the services, the number of patients treated during a shift, and benchmarking the cost of the services against other similar hospitals. If three of these applicable criteria are satisfied but one applicable criterion is not satisfied by a small margin, then professional judgment is needed to conclude whether the hospital's emergency department represents value for money as a whole.
 - In a compliance engagement, the entity may have complied with nine provisions of the relevant law or regulation, but did not comply with one provision. Professional judgment is needed to conclude whether the entity complied with the relevant law or regulation as a whole. For example, the practitioner may consider the significance of the provision with which the entity did not comply, as well as the relationship of that provision to the remaining provisions of the relevant law or regulation.

Understanding the Engagement Circumstances (Ref: Para. 45–47R)

- A101. Discussions between the engagement partner and other key members of the engagement team, and any key practitioner's external experts, about the susceptibility of the subject matter information to material misstatement, and the application of the applicable criteria to the facts and circumstances of the engagement, may assist the engagement team in planning and performing the engagement. It is also useful to communicate relevant matters to members of the engagement team, and to any practitioner's external experts not involved in the discussion.
- A102. Obtaining an understanding of the underlying subject matter and other engagement circumstances provides the practitioner with a frame of reference for exercising professional judgment throughout the engagement, for example when:
- Considering the characteristics of the underlying subject matter;
 - Assessing the suitability of criteria;
 - Considering the factors that, in the practitioner's professional judgment, are significant in directing the engagement team's efforts, including where special consideration may be necessary; for example, the need for specialized skills or the work of an expert;
 - Establishing and evaluating the continued appropriateness of quantitative materiality levels (where appropriate), and considering qualitative materiality factors;
 - Developing expectations for use when performing analytical procedures;

- Designing and performing procedures; and
- Evaluating evidence, including the reasonableness of the oral and written representations received by the practitioner.

A103. The practitioner ordinarily has a lesser depth of understanding of the underlying subject matter and other engagement circumstances than the responsible party. The practitioner also ordinarily has a lesser depth of understanding of the underlying subject matter and other engagement circumstances for a limited assurance engagement than for a reasonable assurance engagement, for example, while in some limited assurance engagements the practitioner may obtain an understanding of internal control over the preparation of the subject matter information, this is often not the case.

A104. In a limited assurance engagement, identifying the areas where a material misstatement of the subject matter information is likely to arise enables the practitioner to focus procedures on those areas. For example, in an engagement when the subject matter information is a sustainability report, the practitioner may focus on certain areas of the sustainability report. The practitioner may design and perform procedures over the entire subject matter information when the subject matter information consists of only a single area or when obtaining assurance over all areas of the subject matter information is necessary to obtain meaningful assurance.

A105. In a reasonable assurance engagement, understanding internal control over the subject matter information assists the practitioner in identifying the types of misstatements and factors that affect the risks of material misstatements in the subject matter information. The practitioner is required to evaluate the design of relevant controls and determines whether they have been implemented, by performing procedures in addition to inquiry of the responsible party. Professional judgment is needed to determine which controls are relevant in the engagement circumstances.

A106. In a limited assurance engagement, considering the process used to prepare the subject matter information assists the practitioner in designing and performing procedures that address the areas where a material misstatement of the subject matter information is likely to arise. In considering the process used, the practitioner uses professional judgment to determine which aspects of the process are relevant to the engagement, and may make inquiries of the appropriate party about those aspects.

A107. In both a reasonable assurance and a limited assurance engagement, the results of the entity's risk assessment process may also assist the practitioner in obtaining an understanding of the underlying subject matter and other engagement circumstances.

Obtaining Evidence

The Nature, Timing and Extent of Procedures (Ref: Para. 48(L)–49(R))

A108. The practitioner chooses a combination of procedures to obtain reasonable assurance or limited assurance, as appropriate. The procedures listed below may be used, for example, for planning or performing the engagement, depending on the context in which they are applied by the practitioner:

- Inspection;
- Observation;
- Confirmation;
- Recalculation;
- Reperformance;
- Analytical procedures; and
- Inquiry.

A109. Factors that may affect the practitioner's selection of procedures include the nature of the underlying subject matter; the level of assurance to be obtained; and the information needs of the intended users and the engaging party, including relevant time and cost constraints.

A110. In some cases, a subject matter-specific HKSAE may include requirements that affect the nature, timing and extent of procedures. For example, a subject matter-specific HKSAE may describe the nature or extent of particular procedures to be performed or the level of assurance expected to be obtained in a particular type of engagement. Even in such cases, determining the exact nature, timing and extent of procedures is a matter of professional judgment and will vary from one engagement to the next.

A111. In some engagements, the practitioner may not identify any areas where a material misstatement of the subject matter information is likely to arise. Irrespective of whether any such areas have been identified, the practitioner designs and performs procedures to obtain a meaningful level of assurance.

A112. An assurance engagement is an iterative process, and information may come to the practitioner's attention that differs significantly from that on which the determination of planned procedures was based. As the practitioner performs planned procedures, the evidence obtained may cause the practitioner to perform additional procedures. Such procedures may include asking the measurer or evaluator to examine the matter identified by the practitioner, and to make adjustments to the subject matter information if appropriate.

Determining Whether Additional Procedures Are Necessary in a Limited Assurance Engagement (Ref: Para. 49L)

A113. The practitioner may become aware of misstatements that are, after applying professional judgment, clearly not indicative of the existence of material misstatements. The following examples illustrate when additional procedures may not be needed because, in the practitioner's professional judgment, the identified misstatements are clearly not indicative of the existence of material misstatements:

- If materiality is 10,000 units, and the practitioner judges that a potential error of 100 units may exist, then additional procedures would not generally be required, unless there are other qualitative factors that need to be considered, because the risk of a material misstatement is likely to be acceptable in the engagement circumstances.
- If, in performing a set of procedures over an area where material misstatements are likely, a response to one inquiry among many was not as expected, additional procedures may not be needed if the risk of a material misstatement is, nevertheless, at a level that is acceptable in the circumstances of the engagement in light of the results of other procedures.

A114. The practitioner may become aware of a matter(s) that causes the practitioner to believe that the subject matter information may be materially misstated. The following examples illustrate when additional procedures may be needed as the identified misstatements indicate that the subject matter information may be materially misstated:

- When performing analytical procedures, the practitioner may identify a fluctuation or relationship that is inconsistent with other relevant information or that differs significantly from expected amounts or ratios.
- The practitioner may become aware of a potential material misstatement from reviewing external sources.
- If the applicable criteria permit a 10% error rate and, based on a particular test, the practitioner discovered a 9% error rate, then additional procedures may be needed because the risk of a material misstatement may not be acceptable in the engagement circumstances.

- If the results of analytical procedures are within expectations but are, nevertheless, close to exceeding the expected value, then additional procedures may be needed because the risk of a material misstatement may not be acceptable in the engagement circumstances.

A115. If, in the case of a limited assurance engagement, a matter(s) comes to the practitioner's attention that causes the practitioner to believe the subject matter information may be materially misstated, the practitioner is required by paragraph 49L to design and perform additional procedures. Additional procedures may include, for example, inquiring of the appropriate party(ies) or performing other procedures as appropriate in the circumstances.

A116. If, having performed the additional procedures required by paragraph 49L, the practitioner is not able to obtain sufficient appropriate evidence to either conclude that the matter(s) is not likely to cause the subject matter information to be materially misstated or determine that it does cause the subject matter information to be materially misstated, a scope limitation exists and paragraph 66 applies.

A117. The practitioner's judgment about the nature, timing and extent of additional procedures that are needed to obtain evidence to either conclude that a material misstatement is not likely, or determine that a material misstatement exists, is, for example, guided by:

- Information obtained from the practitioner's evaluation of the results of the procedures already performed;
- The practitioner's updated understanding of the underlying subject matter and other engagement circumstances obtained throughout the course of the engagement; and
- The practitioner's view on the persuasiveness of evidence needed to address the matter that causes the practitioner to believe that the subject matter information may be materially misstated.

Accumulating Uncorrected Misstatements (Ref: Para. 51, 65)

A118. Uncorrected misstatements are accumulated during the engagement (see paragraph 51) for the purpose of evaluating whether, individually or in aggregate, they are material when forming the practitioner's conclusion.

A119. The practitioner may designate an amount below which misstatements would be clearly trivial and would not need to be accumulated because the practitioner expects that the accumulation of such amounts clearly would not have a material effect on the subject matter information. "Clearly trivial" is not another expression for "not material." Matters that are clearly trivial will be of a wholly different (smaller) order of magnitude than materiality determined in accordance with paragraph 44, and will be matters that are clearly inconsequential, whether taken individually or in aggregate and whether judged by any criteria of size, nature or circumstances. When there is any uncertainty about whether one or more items are clearly trivial, the matter is considered not to be clearly trivial.

Considerations When a Practitioner's Expert Is Involved on the Engagement

Nature, Timing and Extent of Procedures (Ref: Para. 52)

A120. The following matters are often relevant when determining the nature, timing and extent of procedures with respect to the work of a practitioner's expert when some of the assurance work is performed by one or more practitioner's expert (see paragraph A70):

- (a) The significance of that expert's work in the context of the engagement (see also paragraphs A121–A122);
- (b) The nature of the matter to which that expert's work relates;

- (c) The risks of material misstatement in the matter to which that expert's work relates;
- (d) The practitioner's knowledge of and experience with previous work performed by that expert; and
- (e) Whether that expert is subject to the practitioner's firm's quality control policies and procedures (see also paragraphs A123–A124).

Integrating the work of a practitioner's expert

A121. Assurance engagements may be performed on a wide range of underlying subject matters that require specialized skills and knowledge beyond those possessed by the engagement partner and other members of the engagement team and for which the work of a practitioner's expert is used. In some situations, the practitioner's expert will be consulted to provide advice on an individual matter, but the greater the significance of the practitioner's expert's work in the context of the engagement, the more likely it is that expert will work as part of a multi-disciplinary team comprising subject matter experts and other assurance personnel. The more that expert's work is integrated in nature, timing and extent with the overall work effort, the more important effective two-way communication is between the practitioner's expert and other assurance personnel. Effective two-way communication facilitates the proper integration of the expert's work with the work of others on the engagement.

A122. As noted in paragraph A71, when the work of a practitioner's expert is to be used, it may be appropriate to perform some of the procedures required by paragraph 52 at the engagement acceptance or continuance stage. This is particularly so when the work of the practitioner's expert will be fully integrated with the work of other assurance personnel and when the work of the practitioner's expert is to be used in the early stages of the engagement, for example during initial planning and risk assessment.

The practitioner's firm's quality control policies and procedures

A123. A practitioner's internal expert may be a partner or staff, including temporary staff, of the practitioner's firm, and therefore subject to the quality control policies and procedures of that firm in accordance with HKSQC 1 or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1. Alternatively, a practitioner's internal expert may be a partner or staff, including temporary staff, of a network firm, which may share common quality control policies and procedures with the practitioner's firm. A practitioner's external expert is not a member of the engagement team and is not subject to quality control policies and procedures in accordance with HKSQC 1.

A124. Engagement teams are entitled to rely on the firm's system of quality control, unless information provided by the firm or other parties suggests otherwise. The extent of that reliance will vary with the circumstances, and may affect the nature, timing and extent of the practitioner's procedures with respect to such matters as:

- Competence and capabilities, through recruitment and training programs.
- The practitioner's evaluation of the objectivity of the practitioner's expert. Practitioner's internal experts are subject to relevant ethical requirements, including those pertaining to independence.
- The practitioner's evaluation of the adequacy of the practitioner's expert's work. For example, the firm's training programs may provide the practitioner's internal experts with an appropriate understanding of the interrelationship of their expertise with the evidence gathering process. Reliance on such training and other firm processes, such as protocols for scoping the work of the practitioner's internal experts, may affect the nature, timing and extent of the practitioner's procedures to evaluate the adequacy of the practitioner's expert's work.

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- Adherence to regulatory and legal requirements, through monitoring processes.
- Agreement with the practitioner's expert.

Such reliance does not reduce the practitioner's responsibility to meet the requirements of this HKSAE.

The Competence, Capabilities and Objectivity of the Practitioner's Expert (Ref: Para. 52(a))

A125. Information regarding the competence, capabilities and objectivity of a practitioner's expert may come from a variety of sources, such as:

- Personal experience with previous work of that expert.
- Discussions with that expert.
- Discussions with other practitioners or others who are familiar with that expert's work.
- Knowledge of that expert's qualifications, membership of a professional body or industry association, license to practice, or other forms of external recognition.
- Published papers or books written by that expert.
- The firm's quality control policies and procedures (see also paragraphs A123–A124).

A126. While practitioner's experts do not require the same proficiency as the practitioner in performing all aspects of an assurance engagement, a practitioner's expert whose work is used may need a sufficient understanding of relevant HKSAEs to enable that expert to relate the work assigned to them to the engagement objective.

A127. The evaluation of the significance of threats to objectivity and of whether there is a need for safeguards may depend upon the role of the practitioner's expert and the significance of the expert's work in the context of the engagement. There may be some circumstances in which safeguards cannot reduce threats to an acceptable level, for example, if a proposed practitioner's expert is an individual who has played a significant role in preparing the subject matter information.

A128. When evaluating the objectivity of a practitioner's external expert, it may be relevant to:

- Inquire of the appropriate party(ies) about any known interests or relationships that the appropriate party(ies) has with the practitioner's external expert that may affect that expert's objectivity.
- Discuss with that expert any applicable safeguards, including any professional requirements that apply to that expert, and evaluate whether the safeguards are adequate to reduce threats to an acceptable level. Interests and relationships that it may be relevant to discuss with the practitioner's expert include:
 - Financial interests.
 - Business and personal relationships.
 - Provision of other services by the expert, including by the organization in the case of an external expert that is an organization.

In some cases, it may also be appropriate for the practitioner to obtain a written representation from the practitioner's external expert about any interests or relationships with the appropriate party(ies) of which that expert is aware.

Obtaining an Understanding of the Field of Expertise of the Practitioner's Expert (Ref: Para. 52(b))

A129. Having a sufficient understanding of the field of expertise of the practitioner's expert enables the practitioner to:

- (a) Agree with the practitioner's expert the nature, scope and objectives of that expert's work for the practitioner's purposes; and
- (b) Evaluate the adequacy of that work for the practitioner's purposes.

A130. Aspects of the practitioner's expert's field relevant to the practitioner's understanding may include:

- Whether that expert's field has areas of specialty within it that are relevant to the engagement.
- Whether any professional or other standards and regulatory or legal requirements apply.
- What assumptions and methods, including models where applicable, are used by the practitioner's expert, and whether they are generally accepted within that expert's field and appropriate in the circumstances of the engagement.
- The nature of internal and external data or information the practitioner's expert uses.

Agreement with the Practitioner's Expert (Ref: Para. 52(c))

A131. It may be appropriate for the practitioner's agreement with the practitioner's expert to also include matters such as the following:

- (a) The respective roles and responsibilities of the practitioner and that expert;
- (b) The nature, timing and extent of communication between the practitioner and that expert, including the form of any report to be provided by that expert; and
- (c) The need for the practitioner's expert to observe confidentiality requirements.

A132. The matters noted in paragraph A124 may affect the level of detail and formality of the agreement between the practitioner and the practitioner's expert, including whether it is appropriate that the agreement be in writing. The agreement between the practitioner and a practitioner's external expert is often in the form of an engagement letter.

Evaluating the Adequacy of the Practitioner's Expert's Work (Ref: Para. 52(d))

A133. The following matters may be relevant when evaluating the adequacy of the practitioner's expert's work for the practitioner's purposes:

- (a) The relevance and reasonableness of that expert's findings or conclusions, and their consistency with other evidence;
- (b) If that expert's work involves use of significant assumptions and methods, the relevance and reasonableness of those assumptions and methods in the circumstances; and
- (c) If that expert's work involves the use of source data that is significant to that expert's work, the relevance, completeness, and accuracy of that source data.

A134. If the practitioner determines that the work of the practitioner's expert is not adequate for the practitioner's purposes, options available to the practitioner include:

- (a) Agreeing with that expert on the nature and extent of further work to be performed by that expert; or
- (b) Performing additional procedures appropriate to the circumstances.

Work Performed by Another Practitioner, a Responsible Party's or Measurer's or Evaluator's Expert or an Internal Auditor (Ref: Para. 53–55)

A135. While paragraphs A120–A134 have been written in the context of using work performed by a practitioner's expert, they may also provide helpful guidance with respect to using work performed by another practitioner, a responsible party's or measurer's or evaluator's expert, or an internal auditor.

Written Representations (Ref: Para. 56)

A136. Written confirmation of oral representations reduces the possibility of misunderstandings between the practitioner and the appropriate party(ies). The person(s) from whom the practitioner requests written representations will ordinarily be a member of senior management or those charged with governance depending on, for example, the management and governance structure of the appropriate party(ies), which may vary by jurisdiction and by entity, reflecting influences such as different cultural and legal backgrounds, and size and ownership characteristics.

A137. Other written representations requested may include the following:

- Whether the appropriate party(ies) believes the effects of uncorrected misstatements are immaterial, individually and in aggregate, to the subject matter information. A summary of such items is ordinarily included in or attached to the written representation;
- That significant assumptions used in making any material estimates are reasonable;
- That the appropriate party(ies) has communicated to the practitioner all deficiencies in internal control relevant to the engagement that are not clearly trivial and inconsequential of which the appropriate party(ies) is aware; and
- When the responsible party is different from the measurer or evaluator, that the responsible party acknowledges responsibility for the underlying subject matter.

A138. Representations by the appropriate party(ies) cannot replace other evidence the practitioner could reasonably expect to be available. Although written representations provide necessary evidence, they do not provide sufficient appropriate evidence on their own about any of the matters with which they deal. Furthermore, the fact that the practitioner has received reliable written representations does not affect the nature or extent of other evidence that the practitioner obtains.

Requested Written Representations Not Provided or Not Reliable (Ref: Para. 60)

A139. Circumstances in which the practitioner may not be able to obtain requested written representations include, for example, when:

- The responsible party contracts a third party to perform the relevant measurement or evaluation and later engages the practitioner to undertake an assurance engagement on the resultant subject matter information. In some such cases, for example where the responsible party has an ongoing relationship with the measurer or evaluator, the responsible party may be able to arrange for the measurer or evaluator to provide requested written representations, or the responsible party may be in a position to provide such representations if the responsible party has a reasonable basis for doing so, but, in other cases, this may not be so.

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- An intended user engages the practitioner to undertake an assurance engagement on publicly available information but does not have a relationship with the responsible party of the kind necessary to ensure that party responds to the practitioner's request for a written representation.
- The assurance engagement is undertaken against the wishes of the measurer or evaluator. This may be the case when, for example, the engagement is undertaken pursuant to a court order, or a public sector practitioner is required by the legislature or other competent authority to undertake a particular engagement.

In these or similar circumstances, the practitioner may not have access to the evidence needed to support the practitioner's conclusion. If this is the case, paragraph 66 of this HKSAE applies.

Subsequent Events (Ref: Para. 61)

A140. Consideration of subsequent events in some assurance engagements may not be relevant because of the nature of the underlying subject matter. For example, when the engagement requires a conclusion about the accuracy of a statistical return at a point in time, events occurring between that point in time and the date of the assurance report may not affect the conclusion or require disclosure in the return or the assurance report.

A141. As noted in paragraph 61, the practitioner has no responsibility to perform any procedures regarding the subject matter information after the date of the practitioner's report. However, if, after the date of the practitioner's report, a fact becomes known to the practitioner that, had it been known to the practitioner at the date of the practitioner's report, may have caused the practitioner to amend the report, the practitioner may need to discuss the matter with the appropriate party(ies) or take other action as appropriate in the circumstances.

Other Information (Ref: Para. 62)

A142. Further actions that may be appropriate if the practitioner identifies a material inconsistency or becomes aware of a material misstatement of fact include, for example:

- Requesting the appropriate party(ies) to consult with a qualified third party, such as the appropriate party(ies)'s legal counsel.
- Obtaining legal advice about the consequences of different courses of action.
- Communicating with third parties (for example, a regulator).
- Withholding the assurance report.
- Withdrawing from the engagement, where withdrawal is possible under applicable law or regulation.
- Describing the material inconsistency in the assurance report.

Description of Applicable Criteria (Ref: Para. 63)

A143. The description of the applicable criteria advises intended users of the framework on which the subject matter information is based, and is particularly important when there are significant differences between various criteria regarding how particular matters may be treated in the subject matter information.

A144. A description that the subject matter information is prepared in accordance with particular applicable criteria is appropriate only if the subject matter information complies with all relevant requirements of those applicable criteria that are effective.

A145. A description of the applicable criteria that contains imprecise qualifying or limiting language (for example, "the subject matter information is in substantial compliance with the requirements of XYZ") is not an adequate description as it may mislead users of the subject matter information.

Forming the Assurance Conclusion

Sufficiency and Appropriateness of Evidence (Ref: Para. 12(i), 64)

A146. Evidence is necessary to support the practitioner's conclusion and assurance report. It is cumulative in nature and is primarily obtained from procedures performed during the course of the engagement. It may, however, also include information obtained from other sources such as previous engagements (provided the practitioner has determined whether changes have occurred since the previous engagement that may affect its relevance to the current engagement) or a firm's quality control procedures for client acceptance and continuance. Evidence may come from sources inside and outside the appropriate party(ies). Also, information that may be used as evidence may have been prepared by an expert employed or engaged by the appropriate party(ies). Evidence comprises both information that supports and corroborates aspects of the subject matter information, and any information that contradicts aspects of the subject matter information. In addition, in some cases, the absence of information (for example, refusal by the appropriate party(ies) to provide a requested representation) is used by the practitioner, and therefore, also constitutes evidence. Most of the practitioner's work in forming the assurance conclusion consists of obtaining and evaluating evidence.

A147. The sufficiency and appropriateness of evidence are interrelated. Sufficiency is the measure of the quantity of evidence. The quantity of evidence needed is affected by the risks of the subject matter information being materially misstated (the higher the risks, the more evidence is likely to be required) and also by the quality of such evidence (the higher the quality, the less may be required). Obtaining more evidence, however, may not compensate for its poor quality.

A148. Appropriateness is the measure of the quality of evidence; that is, its relevance and its reliability in providing support for the practitioner's conclusion. The reliability of evidence is influenced by its source and by its nature, and is dependent on the individual circumstances under which it is obtained. Generalizations about the reliability of various kinds of evidence can be made; however, such generalizations are subject to important exceptions. Even when evidence is obtained from sources external to the appropriate party(ies), circumstances may exist that could affect its reliability. For example, evidence obtained from an external source may not be reliable if the source is not knowledgeable or objective. While recognizing that exceptions may exist, the following generalizations about the reliability of evidence may be useful:

- Evidence is more reliable when it is obtained from sources outside the appropriate party(ies).
- Evidence that is generated internally is more reliable when the related controls are effective.
- Evidence obtained directly by the practitioner (for example, observation of the application of a control) is more reliable than evidence obtained indirectly or by inference (for example, inquiry about the application of a control).
- Evidence is more reliable when it exists in documentary form, whether paper, electronic, or other media (for example, a contemporaneously written record of a meeting is ordinarily more reliable than a subsequent oral representation of what was discussed).

A149. The practitioner ordinarily obtains more assurance from consistent evidence obtained from different sources or of a different nature than from items of evidence considered individually. In addition, obtaining evidence from different sources or of a different nature may indicate that an individual item of evidence is not reliable. For example, corroborating information obtained from a source independent of the appropriate party(ies) may increase the assurance the practitioner obtains from a representation from the appropriate party(ies). Conversely, when evidence

obtained from one source is inconsistent with that obtained from another, the practitioner determines what additional procedures are necessary to resolve the inconsistency.

A150. In terms of obtaining sufficient appropriate evidence, it is generally more difficult to obtain assurance about subject matter information covering a period than about subject matter information at a point in time. In addition, conclusions provided on processes ordinarily are limited to the period covered by the engagement; the practitioner provides no conclusion about whether the process will continue to function in the specified manner in the future.

A151. Whether sufficient appropriate evidence has been obtained on which to base the practitioner's conclusion is a matter of professional judgment.

A152. In some circumstances, the practitioner may not have obtained the sufficiency or appropriateness of evidence that the practitioner had expected to obtain through the planned procedures. In these circumstances, the practitioner considers that the evidence obtained from the procedures performed is not sufficient and appropriate to be able to form a conclusion on the subject matter information. The practitioner may:

- Extend the work performed; or
- Perform other procedures judged by the practitioner to be necessary in the circumstances.

Where neither of these is practicable in the circumstances, the practitioner will not be able to obtain sufficient appropriate evidence to be able to form a conclusion. This situation may arise even though the practitioner has not become aware of a matter(s) that causes the practitioner to believe the subject matter information may be materially misstated, as addressed in paragraph 49L.

Evaluating the Sufficiency and Appropriateness of Evidence (Ref: Para. 65)

A153. An assurance engagement is a cumulative and iterative process. As the practitioner performs planned procedures, the evidence obtained may cause the practitioner to change the nature, timing or extent of other planned procedures. Information may come to the practitioner's attention that differs significantly from that expected and upon which planned procedures were based. For example:

- The extent of misstatements that the practitioner identifies may alter the practitioner's professional judgment about the reliability of particular sources of information.
- The practitioner may become aware of discrepancies in relevant information, or inconsistent or missing evidence.
- If analytical procedures were performed towards the end of the engagement, the results of those procedures may indicate a previously unrecognized risk of material misstatement.

In such circumstances, the practitioner may need to reevaluate the planned procedures.

A154. The practitioner's professional judgment as to what constitutes sufficient appropriate evidence is influenced by such factors as the following:

- Significance of a potential misstatement and the likelihood of its having a material effect, individually or when aggregated with other potential misstatements, on the subject matter information.
- Effectiveness of the appropriate party(ies)'s responses to address the known risk of material misstatement.
- Experience gained during previous assurance engagements with respect to similar potential misstatements.

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- Results of procedures performed, including whether such procedures identified specific misstatements.
- Source and reliability of the available information.
- Persuasiveness of the evidence.
- Understanding of the appropriate party(ies) and its environment.

Scope Limitations (Ref: Para. 26, 66)

A155. A scope limitation may arise from:

- (a) Circumstances beyond the control of the appropriate party(ies). For example, documentation the practitioner considers it necessary to inspect may have been accidentally destroyed;
- (b) Circumstances relating to the nature or timing of the practitioner's work. For example, a physical process the practitioner considers it necessary to observe may have occurred before the practitioner's engagement; or
- (c) Limitations imposed by the responsible party, the measurer or evaluator, or the engaging party on the practitioner that, for example, may prevent the practitioner from performing a procedure the practitioner considers to be necessary in the circumstances. Limitations of this kind may have other implications for the engagement, such as for the practitioner's consideration of engagement risk and engagement acceptance and continuance.

A156. An inability to perform a specific procedure does not constitute a scope limitation if the practitioner is able to obtain sufficient appropriate evidence by performing alternative procedures.

A157. The procedures performed in a limited assurance engagement are, by definition, limited compared with that necessary in a reasonable assurance engagement. Limitations known to exist prior to accepting a limited assurance engagement are a relevant consideration when establishing whether the preconditions for an assurance engagement are present, in particular, whether the engagement exhibits the characteristics of access to evidence (see paragraph 24b)(iv)) and a rational purpose (see paragraph 24(b)(vi)). If a further limitation is imposed by the appropriate party(ies) after a limited assurance engagement has been accepted, it may be appropriate to withdraw from the engagement, where withdrawal is possible under applicable law or regulation.

Preparing the Assurance Report

Form of Assurance Report (Ref: Para. 67–68)

A158. Oral and other forms of expressing conclusions can be misunderstood without the support of a written report. For this reason, the practitioner does not report orally or by use of symbols without also providing a written assurance report that is readily available whenever the oral report is provided or the symbol is used. For example, a symbol could be hyperlinked to a written assurance report on the Internet.

A159. This HKSAE does not require a standardized format for reporting on all assurance engagements. Instead it identifies the basic elements the assurance report is to include. Assurance reports are tailored to the specific engagement circumstances. The practitioner may use headings, paragraph numbers, typographical devices, for example the bolding of text, and other mechanisms to enhance the clarity and readability of the assurance report.

A160. The practitioner may choose a "short-form" or "long-form" style of reporting to facilitate effective communication to the intended users. "Short-form" reports ordinarily include only the basic elements. "Long-form" reports include other information and explanations that are not intended to

affect the practitioner's conclusion. In addition to the basic elements, long-form reports may describe in detail the terms of the engagement, the applicable criteria being used, findings relating to particular aspects of the engagement, details of the qualifications and experience of the practitioner and others involved with the engagement, disclosure of materiality levels, and, in some cases, recommendations. The practitioner may find it helpful to consider the significance of providing such information to the information needs of the intended users. As required by paragraph 68, additional information is clearly separated from the practitioner's conclusion and phrased in such a manner so as to make it clear that it is not intended to detract from that conclusion.

Assurance Report Content

Title (Ref: Para. 69(a))

A161. An appropriate title helps to identify the nature of the assurance report, and to distinguish it from reports issued by others, such as those who do not have to comply with the same ethical requirements as the practitioner.

Addressee (Ref: Para. 69(b))

A162. An addressee identifies the party or parties to whom the assurance report is directed. The assurance report is ordinarily addressed to the engaging party, but, in some cases, there may be other intended users.

Subject Matter Information and Underlying Subject Matter (Ref: Para. 69(c))

A163. Identification and description of the subject matter information and, when appropriate, the underlying subject matter may include, for example:

- The point in time or period of time to which the measurement or evaluation of the underlying subject matter relates.
- Where applicable, the name of the responsible party or component of the responsible party to which the underlying subject matter relates.
- An explanation of those characteristics of the underlying subject matter or the subject matter information of which the intended users should be aware, and how such characteristics may influence the precision of the measurement or evaluation of the underlying subject matter against the applicable criteria, or the persuasiveness of available evidence. For example:
 - The degree to which the subject matter information is qualitative versus quantitative, objective versus subjective, or historical versus prospective.
 - Changes in the underlying subject matter or other engagement circumstances that affect the comparability of the subject matter information from one period to the next.

Applicable Criteria (Ref: Para. 69(d))

A164. The assurance report identifies the applicable criteria against which the underlying subject matter was measured or evaluated so the intended users can understand the basis for the practitioner's conclusion. The assurance report may include the applicable criteria, or refer to them if they are included in the subject matter information or if they are otherwise available from a readily accessible source. It may be relevant in the circumstances, to disclose:

- The source of the applicable criteria, and whether or not the applicable criteria are embodied in law or regulation, or issued by authorized or recognized bodies of experts that follow a transparent due process, that is, whether they are established criteria in the

context of the underlying subject matter (and if they are not, a description of why they are considered suitable).

- Measurement or evaluation methods used when the applicable criteria allow for choice between a number of methods.
- Any significant interpretations made in applying the applicable criteria in the engagement circumstances.
- Whether there have been any changes in the measurement or evaluation methods used.

Inherent Limitations (Ref: Para. 69(e))

A165. While in some cases, inherent limitations can be expected to be well-understood by the intended users of an assurance report, in other cases it may be appropriate to make explicit reference to them in the assurance report. For example, in an assurance report related to the effectiveness of internal control, it may be appropriate to note that the historic evaluation of effectiveness is not relevant to future periods due to the risk that internal control may become inadequate because of changes in conditions, or that the degree of compliance with policies or procedures may deteriorate.

Specific Purpose (Ref: Para. 69(f))

A166. In some cases, the applicable criteria used to measure or evaluate the underlying subject matter may be designed for a specific purpose. For example, a regulator may require certain entities to use particular applicable criteria designed for regulatory purposes. To avoid misunderstandings, the practitioner alerts readers of the assurance report to this fact and that, therefore, the subject matter information may not be suitable for another purpose.

A167. In addition to the alert required by paragraph 69(f), the practitioner may consider it appropriate to indicate that the assurance report is intended solely for specific users. Depending on the engagement circumstances, for example, the law or regulation of the particular jurisdiction, this may be achieved by restricting the distribution or use of the assurance report. While an assurance report may be restricted in this way, the absence of a restriction regarding a particular user or purpose does not itself indicate that a legal responsibility is owed by the practitioner in relation to that user or for that purpose. Whether a legal responsibility is owed will depend on the legal circumstances of each case and the relevant jurisdiction.

Relative Responsibilities (Ref: Para. 69(g))

A168. Identifying relative responsibilities informs the intended users that the responsible party is responsible for the underlying subject matter, that the measurer or evaluator is responsible for the measurement or evaluation of the underlying subject matter against the applicable criteria, and that the practitioner's role is to independently express a conclusion about the subject matter information.

Performance of the Engagement in Accordance with HKSAE 3000 (Revised) and a Subject Matter Specific HKSAE (Ref: Para. 69(h))

A169. Where a subject matter specific HKSAE applies to only part of the subject matter information, it may be appropriate to cite both that subject matter specific HKSAE and this HKSAE.

A170. A statement that contains imprecise qualifying or limiting language (for example "the engagement was performed by reference to HKSAE 3000") may mislead users of assurance reports.

Applicable Quality Control Requirements (Ref: Para. 69(i))

A171. The following is an illustration of a statement in the assurance report regarding applicable quality control requirements:

The firm applies Hong Kong Standard on Quality Control 1 and, accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Compliance with Independence and Other Ethical Requirements (Ref: Para. 69(j))

A172. The following is an illustration of a statement in the assurance report regarding compliance with ethical requirements:

We have complied with the independence and other ethical requirements of the *Code of Ethics for Professional Accountants* issued by the Hong Kong Institute of Certified Public Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

Summary of the Work Performed (Ref: Para. A6, 69(k))

A173. The summary of the work performed helps the intended users understand the practitioner's conclusion. For many assurance engagements, infinite variations in procedures are possible in theory. In practice, however, these are difficult to communicate clearly and unambiguously. Other authoritative pronouncements issued by the Hong Kong Institute of Certified Public Accountants may be useful to practitioners in preparing the summary.

A174. Where no specific HKSAE provides guidance on procedures for a particular underlying subject matter, the summary might include a more detailed description of the work performed. It may be appropriate to include in the summary a statement that the work performed included evaluating the suitability of the applicable criteria.

A175. In a limited assurance engagement the summary of the work performed is ordinarily more detailed than for a reasonable assurance engagement and identifies the limitations on the nature, timing and extent of procedures. This is because an appreciation of the nature, timing and extent of procedures performed is essential to understanding a conclusion expressed in a form that conveys whether, based on the procedures performed, a material matter(s) has come to the practitioner's attention to cause the practitioner to believe the subject matter information is materially misstated. It also may be appropriate to indicate in the summary of the work performed certain procedures that were not performed that would ordinarily be expected to be performed in a reasonable assurance engagement. However, a complete identification of all such procedures may not be possible because the practitioner's required understanding and consideration of engagement risk is less than in a reasonable assurance engagement.

A176. Factors to consider in determining the level of detail to be provided in the summary of the work performed may include:

- Circumstances specific to the entity (for example, the differing nature of the entity's activities compared to those typical in the sector).
- Specific engagement circumstances affecting the nature and extent of the procedures performed.
- The intended users' expectations of the level of detail to be provided in the report, based on market practice, or applicable law or regulation.

A177. It is important that the summary be written in an objective way that allows intended users to understand the work done as the basis for the practitioner's conclusion. In most cases, this will not involve detailing the entire work plan, but on the other hand it is important for it not to be so summarized as to be ambiguous, nor written in a way that is overstated or embellished.

The Practitioner's Conclusion (Ref: Para. 12(a)(i)(a), 69(l))

A178. Examples of conclusions expressed in a form appropriate for a reasonable assurance engagement include:

- When expressed in terms of the underlying subject matter and the applicable criteria, "In our opinion, the entity has complied, in all material respects, with XYZ law;"
- When expressed in terms of the subject matter information and the applicable criteria, "In our opinion, the forecast of the entity's financial performance is properly prepared, in all material respects, based on XYZ criteria;" or
- When expressed in terms of a statement made by the appropriate party, "In our opinion, the [appropriate party's] statement that the entity has complied with XYZ law is, in all material respects, fairly stated," or "In our opinion, the [appropriate party's] statement that the key performance indicators are presented in accordance with XYZ criteria is, in all material respects, fairly stated."

A179. It may be appropriate to inform the intended users of the context in which the practitioner's conclusion is to be read when the assurance report includes an explanation of particular characteristics of the underlying subject matter of which the intended users should be aware. The practitioner's conclusion may, for example, include wording such as: "This conclusion has been formed on the basis of the matters outlined elsewhere in this independent assurance report."

A180. Examples of conclusions expressed in a form appropriate for a limited assurance engagement include:

- When expressed in terms of the underlying subject matter and the applicable criteria, "Based on the procedures performed and evidence obtained, nothing has come to our attention that causes us to believe that [the entity] has not complied, in all material respects, with XYZ law."
- When expressed in terms of the subject matter information and the applicable criteria, "Based on the procedures performed and evidence obtained, we are not aware of any material amendments that need to be made to the assessment of key performance indicators for them to be in accordance with XYZ criteria."
- When expressed in terms of a statement made by the appropriate party, "Based on the procedures performed and evidence obtained, nothing has come to our attention that causes us to believe that the [appropriate party's] statement that [the entity] has complied with XYZ law, is not, in all material respects, fairly stated."

A181. Forms of expression that may be useful for underlying subject matters include, for example, one, or a combination of, the following:

- For compliance engagements—"in compliance with" or "in accordance with."
- For engagements when the applicable criteria describe a process or methodology for the preparation or presentation of the subject matter information—"properly prepared."
- For engagements when the principles of fair presentation are embodied in the applicable criteria—"fairly stated."

A182. Inclusion of a heading above paragraphs containing modified conclusions, and the matter(s) giving rise to the modification, aids the understandability of the practitioner's report. Examples of appropriate heading include "Qualified Conclusion," "Adverse Conclusion," or "Disclaimer of Conclusion" and "Basis for Qualified Conclusion," "Basis for Adverse Conclusion," as appropriate.

The Practitioner's Signature (Ref: Para. 69(m))

A183. The practitioner's signature is either in the name of the practitioner's firm, the personal name of the individual practitioner or both, as appropriate for the particular jurisdiction. In addition to the practitioner's signature, in certain jurisdictions, the practitioner may be required to make a declaration in the practitioner's report about professional designations or recognition by the appropriate licensing authority in that jurisdiction.

Date (Ref: Para. 69(n))

A184. Including the assurance report date informs the intended users that the practitioner has considered the effect on the subject matter information and on the assurance report of events that occurred up to that date.

Reference to the Practitioner's Expert in the Assurance Report (Ref: Para. 70)

A185. In some cases, law or regulation may require a reference to the work of a practitioner's expert in the assurance report, for example, for the purposes of transparency in the public sector. It may also be appropriate in other circumstances, for example, to explain the nature of a modification of the practitioner's conclusion, or when the work of an expert is integral to findings included in a long-form report.

A186. Nonetheless, the practitioner has sole responsibility for the conclusion expressed, and that responsibility is not reduced by the practitioner's use of the work of a practitioner's expert. It is important therefore that if the assurance report refers to a practitioner's expert, that the wording of that report does not imply that the practitioner's responsibility for the conclusion expressed is reduced because of the involvement of that expert.

A187. A generic reference in a long-form report to the engagement having been conducted by suitably qualified personnel including subject matter experts and assurance specialists is unlikely to be misunderstood as reduced responsibility. The potential for misunderstanding is higher, however, in the case of short-form reports, where minimum contextual information is able to be presented, or when the practitioner's expert is referred to by name. Therefore, additional wording may be needed in such cases to prevent the assurance report implying that the practitioner's responsibility for the conclusion expressed is reduced because of the involvement of the expert.

Unmodified and Modified Conclusions (Ref: Para. 74–77, Appendix)

A188. The term 'pervasive' describes the effects on the subject matter information of misstatements or the possible effects on the subject matter information of misstatements, if any, that are undetected due to an inability to obtain sufficient appropriate evidence. Pervasive effects on the subject matter information are those that, in the practitioner's professional judgment:

- (a) Are not confined to specific aspects of the subject matter information;
- (b) If so confined, represent or could represent a substantial proportion of the subject matter information; or
- (c) In relation to disclosures, are fundamental to the intended users' understanding of the subject matter information.

A189. The nature of the matter, and the practitioner's judgment about the pervasiveness of the effects or possible effects on the subject matter information, affects the type of conclusion to be expressed.

A190. Examples of qualified and adverse conclusions and a disclaimer of conclusion are:

- Qualified conclusion (an example for limited assurance engagements with a material misstatement) – "Based on the procedures performed and the evidence obtained, except for the effect of the matter described in the Basis for Qualified Conclusion section of our

report, nothing has come to our attention that causes us to believe that the [appropriate party's] statement does not present fairly, in all material respects, the entity's compliance with XYZ law."

- Adverse conclusion (an example for a material and pervasive misstatement for both reasonable assurance and limited assurance engagements) – "Because of the significance of the matter described in the Basis for Adverse Conclusion section of our report, the [appropriate party's] statement does not present fairly the entity's compliance with XYZ law."
- Disclaimer of conclusion (an example for a material and pervasive limitation of scope for both reasonable assurance and limited assurance engagements) – "Because of the significance of the matter described in the Basis for Disclaimer of Conclusion section of our report, we have not been able to obtain sufficient appropriate evidence to form a conclusion on the [appropriate party's] statement. Accordingly, we do not express a conclusion on that statement."

A191. In some cases, the measurer or evaluator may identify and properly describe that the subject matter information is materially misstated. For example, in a compliance engagement the measurer or evaluator may correctly describe the instances of non-compliance. In such circumstances, paragraph 76 requires the practitioner to draw the intended users' attention to the description of the material misstatement, by either expressing a qualified or adverse conclusion or by expressing an unqualified conclusion but emphasizing the matter by specifically referring to it in the assurance report.

Other Communication Responsibilities (Ref: Para. 78)

A192. Matters that may be appropriate to communicate with the responsible party, the measurer or evaluator, the engaging party or others include fraud or suspected fraud, and bias in the preparation of the subject matter information.

Documentation (Ref: Para. 79–83)

A193. Documentation includes a record of the practitioner's reasoning on all significant matters that require the exercise of professional judgment, and related conclusions. When difficult questions of principle or professional judgment exist, documentation that includes the relevant facts that were known by the practitioner at the time the conclusion was reached may assist in demonstrating the practitioner's knowledge.

A194. It is neither necessary nor practical to document every matter considered, or professional judgment made, during an engagement. Further, it is unnecessary for the practitioner to document separately (as in a checklist, for example) compliance with matters for which compliance is demonstrated by documents included within the engagement file. Similarly, 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.

A195. In applying professional judgment to assessing the extent of documentation to be prepared and retained, the practitioner may consider what is necessary to provide an understanding of the work performed and the basis of the principal decisions taken (but not the detailed aspects of the engagement) to another practitioner who has no previous experience with the engagement. That other practitioner may only be able to obtain an understanding of detailed aspects of the engagement by discussing them with the practitioner who prepared the documentation.

A196. Documentation may include a record of, for example:

- The identifying characteristics of the specific items or matters tested;
- Who performed the engagement work and the date such work was completed;

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- Who reviewed the engagement work performed and the date and extent of such review; and
- Discussions of significant matters with the appropriate party(ies) and others, including the nature of the significant matters discussed and when and with whom the discussions took place.

A197. Documentation may include a record of, for example:

- Issues identified with respect to compliance with relevant ethical requirements and how they were resolved.
- Conclusions on compliance with independence requirements that apply to the engagement, and any relevant discussions with the firm that support these conclusions.
- Conclusions reached regarding the acceptance and continuance of client relationships and assurance engagements.
- The nature and scope of, and conclusions resulting from, consultations undertaken during the course of the engagement.

Assembly of the Final Engagement File

A198. HKSQC 1 (or other professional requirements, or requirements in law or regulation that are at least as demanding as HKSQC 1) requires firms to establish policies and procedures for the timely completion of the assembly of engagement files.⁷ An appropriate time limit within which to complete the assembly of the final engagement file is ordinarily not more than 60 days after the date of the assurance report.⁸

A199. The completion of the assembly of the final engagement file after the date of the assurance report is an administrative process that does not involve the performance of new procedures or the drawing of new conclusions. Changes may, however, be made to the documentation during the final assembly process if they are administrative in nature. Examples of such changes include:

- Deleting or discarding superseded documentation.
- Sorting, collating and cross-referencing working papers.
- Signing off on completion checklists relating to the file assembly process.
- Documenting evidence that the practitioner has obtained, discussed and agreed with the relevant members of the engagement team before the date of the assurance report.

⁷ HKSQC 1, paragraph 45

⁸ HKSQC 1, paragraph A54

A200. HKSQC 1 (or national requirements that are at least as demanding as HKSQC 1) requires firms to establish policies and procedures for the retention of engagement documentation.⁹ The retention period for assurance engagements ordinarily is no shorter than five years from the date of the assurance report.¹⁰

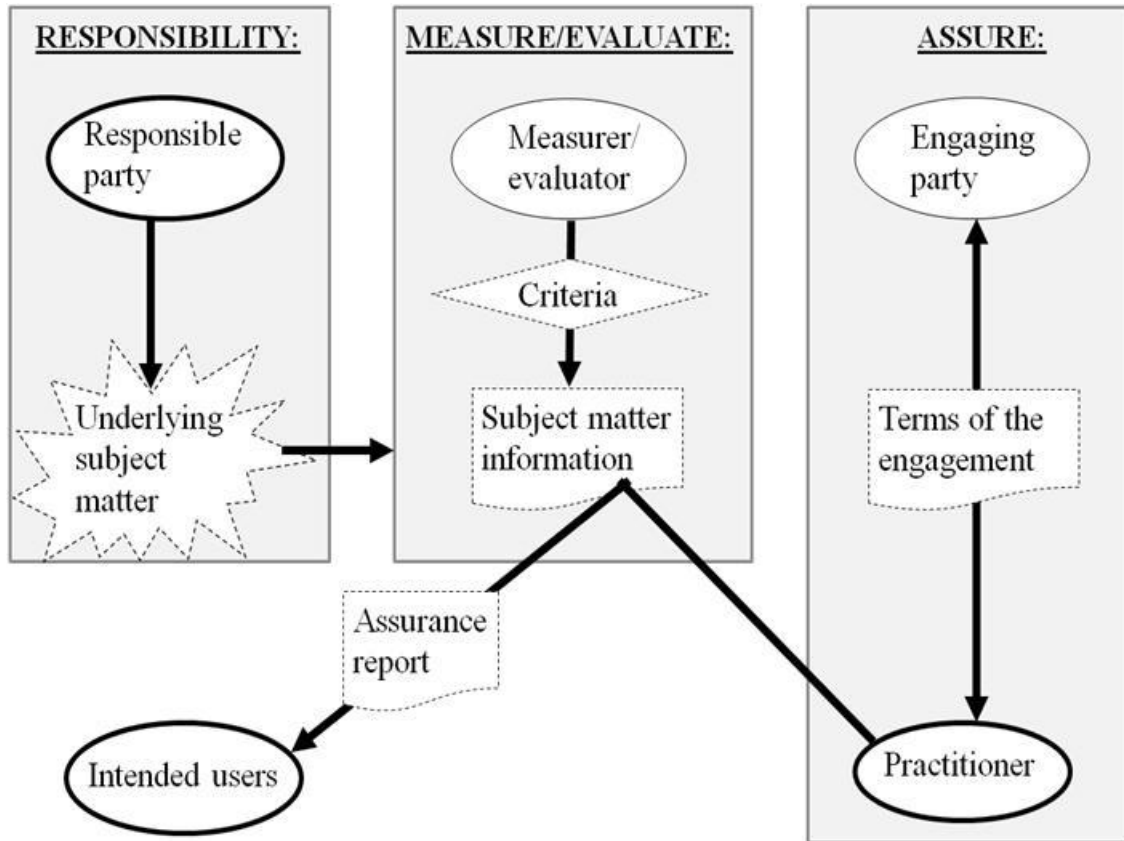
⁹ HKSQC 1, paragraph 47

¹⁰ HKSQC 1, paragraph A61

Appendix

(Ref: Para. 2, A8, A11, A16, A36–A38)

Roles and Responsibilities



- All assurance engagements have at least three parties: the responsible party, the practitioner, and the intended users. Depending on the engagement circumstances, there may also be a separate role of measurer or evaluator, or engaging party.
- The above diagram illustrates how the following roles relate to an assurance engagement:
 - The responsible party is responsible for the underlying subject matter.
 - The measurer or evaluator uses the criteria to measure or evaluate the underlying subject matter resulting in the subject matter information.
 - The engaging party agrees the terms of the engagement with the practitioner.
 - The practitioner obtains sufficient appropriate evidence in order to express a conclusion designed to enhance the degree of confidence of the intended users other than the responsible party about the subject matter information.
 - The intended users make decisions on the basis of the subject matter information. The intended users are the individual(s) or organization(s), or group(s) thereof that the practitioner expects will use the assurance report.
- The following observations can be made about these roles:
 - Every assurance engagement has at least a responsible party and intended users, in addition to the practitioner.

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- The practitioner cannot be the responsible party, the engaging party or an intended user.
 - In a direct engagement, the practitioner is also the measurer or evaluator.
 - In an attestation engagement, the responsible party, or someone else, but not the practitioner, can be the measurer or evaluator.
 - When the practitioner has measured or evaluated the underlying subject matter against the criteria, the engagement is a direct engagement. The character of that engagement cannot be changed to an attestation engagement by another party assuming responsibility for the measurement or evaluation, for example, by the responsible party attaching a statement to the subject matter information accepting responsibility for it.
 - The responsible party can be the engaging party.
 - In many attestation engagements the responsible party may also be the measurer or evaluator, and the engaging party. An example is when an entity engages a practitioner to perform an assurance engagement regarding a report it has prepared about its own sustainability practices. An example of when the responsible party is different from the measurer or evaluator, is when the practitioner is engaged to perform an assurance engagement regarding a report prepared by a government organization about a private company's sustainability practices.
 - In an attestation engagement, the measurer or evaluator ordinarily provides the practitioner with a written representation about the subject matter information. In some cases, the practitioner may not be able to obtain such a representation, for example, when the engaging party is not the measurer or evaluator.
 - The responsible party can be one of the intended users, but not the only one.
 - The responsible party, the measurer or evaluator, and the intended users may be from different entities or the same entity. As an example of the latter case, in a two-tier board structure, the supervisory board may seek assurance about information provided by the executive board of that entity. The relationship between the responsible party, the measurer or evaluator, and the intended users' needs to be viewed within the context of a specific engagement and may differ from more traditionally defined lines of responsibility. For example, an entity's senior management (an intended user) may engage a practitioner to perform an assurance engagement on a particular aspect of the entity's activities that is the immediate responsibility of a lower level of management (the responsible party), but for which senior management is ultimately responsible.
 - An engaging party that is not also the responsible party can be the intended user.
4. The practitioner's conclusion may be phrased either in terms of:
- The underlying subject matter and the applicable criteria;
 - The subject matter information and the applicable criteria; or
 - A statement made by the appropriate party.
5. The practitioner and the responsible party may agree to apply the principles of the HKSAEs to an engagement when there are no intended users other than the responsible party but where all other requirements of the HKSAEs are met. In such cases, the practitioner's report includes a statement restricting the use of the report to the responsible party.

CONFORMING AMENDMENTS TO OTHER HKSAEs

Note: The following are conforming amendments to other HKSAEs as a result of HKSAE 3000 (Revised), *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*. These amendments are effective for assurance engagements where the assurance report is dated on or after 15 December 2015. The footnote numbers within these amendments do not align with the HKSAEs that will be amended, and reference should be made to those HKSAEs. Changes may also be necessary to the Table of Contents of these HKSAEs due to changes in headings referred therein.

HKSAE 3402, *Assurance Reports on Controls at a Service Organization*

Introduction

Scope of this HKSAE

1. This Hong Kong Standard on Assurance Engagements (HKSAE) deals with assurance engagements undertaken by a ~~professional accountant in public practice~~¹² practitioner¹² to provide a report for use by user entities and their auditors on the controls at a service organization that provides a service to user entities that is likely to be relevant to user entities' internal control as it relates to financial reporting. It complements HKSA 402,³ in that reports prepared in accordance with this HKSAE are capable of providing appropriate evidence under HKSA 402. (Ref: Para. A1)
2. The "Hong Kong Framework for Assurance Engagements" (the Assurance Framework) states that an assurance engagement may be a "reasonable assurance" engagement or a "limited assurance" engagement ~~and~~; that an assurance engagement may be either an ~~"assertion-based"~~attestation engagement or a ~~"direct-reporting"~~ engagement; ~~and, that the assurance conclusion for an assertion-based engagement can be worded either in terms of the responsible party's assertion or directly in terms of the subject matter and the criteria.~~⁴ This HKSAE only deals with reasonable assurance attestation~~assertion-based~~ engagements ~~that convey reasonable assurance, with the assurance conclusion worded directly in terms of the subject matter and the criteria.~~⁵
3. This HKSAE applies only when the service organization is responsible for, or otherwise able to make an ~~assertion~~ statement about, the suitable design of controls. This HKSAE does not deal with assurance engagements:
 - (a) To report only on whether controls at a service organization operated as described, or
 - (b) To report ~~only~~ on controls at a service organization other than those related to a service that is likely to be relevant to user entities' internal control as it relates to financial reporting (for example, controls that affect user entities' production or quality control).

¹ HKSAE 3000 (Revised), *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*, paragraph 12(r)

² The HKICPA's *Code of Ethics for Professional Accountants* (the Code) defines a professional accountant as "an individual who is a member of the Hong Kong Institute of Certified Public Accountants," and a professional accountant in public practice as "a professional accountant, irrespective of functional classification (for example, audit, tax or consulting) in a firm that provides professional services. This term is also used to refer to a firm of professional accountants in public practice."

³ HKSA 402, "Audit Considerations Relating to an Entity Using a Service Organization"

⁴ Assurance Framework, paragraphs 10, 11 and 57 HKSAE 3000 (Revised), paragraph 12

⁵ Paragraphs 13 and 52(k) of this HKSAE

This HKSAE, however, provides some guidance for such engagements carried out under HKSAE 3000 (Revised).⁶ (Ref: Para. A2)

...

Relationship with HKSAE 3000 (Revised), Other Professional Pronouncements and Other Requirements

5. The service auditor is required to comply with HKSAE 3000 (Revised) and this HKSA when performing assurance engagements on controls at a service organization. The performance of assurance engagements other than audits or reviews of historical financial information requires the service auditor to comply with HKSAE 3000. HKSAE 3000 includes requirements in relation to such topics as engagement acceptance, planning, evidence, and documentation that apply to all assurance engagements, including engagements in accordance with this HKSAE. This HKSAE supplements, but does not replace, HKSAE 3000 (Revised), and expands on how HKSAE 3000 (Revised) is to be applied in a reasonable assurance engagement to report on controls at a service organization. The Assurance Framework, which defines and describes the elements and objectives of an assurance engagement, provides the context for understanding this HKSAE and HKSAE 3000.
6. Compliance with HKSAE 3000 (Revised) requires, among other things, compliance with Parts A and B of the HKICPA's Code of Ethics for Professional Accountants (the Code) related to assurance engagements, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding that the service auditor comply with the HKICPA's Code of Ethics for Professional Accountants (the Code), and implement quality control procedures that are applicable to the individual engagement.⁷ It also requires the engagement partner to be a member of a firm that applies HKSQC 1,⁸ or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1.

...

Definitions

9. For purposes of this HKSAE, the following terms have the meanings attributed below:
 - ...
 - (f) Criteria – Benchmarks used to evaluate or measure a the underlying subject matter including, where relevant, benchmarks for presentation and disclosure. The "applicable criteria" are the criteria used for the particular engagement.
 - ...
 - (h) Internal audit function – An appraisal activity established or provided as a service to the service organization. Its functions include, amongst other things, examining, evaluating and monitoring the adequacy and effectiveness of internal control. A function of an entity that performs assurance and consulting activities designed to evaluate and improve the effectiveness of the entity's governance, risk management and internal control processes.
 - ...
 - (j) Report on the description and design of controls at a service organization (referred to in this HKSAE as a "type 1 report") – A report that comprises:

⁶ HKSAE 3000, *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*

⁷ HKSAE 3000 (Revised), paragraphs 43(a), 20 and 634

⁸ HKSAE 3000 (Revised), paragraphs 3(b) and 31(a). Hong Kong Standard on Quality Control (HKSQC) 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements*

Assurance Engagements Other than Audits or Reviews of Historical Financial Information

- (i) ...
 - (ii) A written ~~assertion~~statement by the service organization that, in all material respects, and based on suitable criteria:
 - a. ...
 - b. ...
 - (iii) A service auditor's assurance report that conveys a reasonable assurance conclusion about the matters in (ii)a.–b. above.
- (k) Report on the description, design and operating effectiveness of controls at a service organization (referred to in this HKSAE as a "type 2 report") – A report that comprises:
- (i) ...
 - (ii) A written ~~assertion~~statement by the service organization that, in all material respects, and based on suitable criteria:
 - a. ...
 - b. ...
 - c. ...
 - (iii) A service auditor's assurance report that:
 - a. Conveys a reasonable assurance conclusion about the matters in (ii)a.–c. above; and
 - b. ...
- (l) Service auditor – A ~~professional accountant in public practice~~practitioner who, at the request of the service organization, provides an assurance report on controls at a service organization.
- ...
- (o) Service organization's ~~assertion~~statement – The written ~~assertion~~statement about the matters referred to in paragraph 9(k)(ii) (or paragraph 9(j)(ii) in the case of a type 1 report).
- ...

Requirements

HKSAE 3000 (Revised)

10. The service auditor shall not represent compliance with this HKSAE unless the service auditor has complied with the requirements of this HKSAE and HKSAE 3000 (Revised).

Ethical Requirements

11. The service auditor shall comply with Parts A, B and D of the Code ethical requirements, including those pertaining to independence, relating to assurance engagements, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding. (Ref: Para. A5)

...

Acceptance and Continuance

13. Before agreeing to accept, or continue, an engagement the service auditor shall:
- (a) Determine whether:
 - (i) ...
 - (ii) The criteria the practitioner expects to be applied by the service organization to prepare the description of its system ~~will be~~ suitable and will be available to user entities and their auditors; and
 - (iii) ...
 - (b) Obtain the agreement of the service organization that it acknowledges and understands its responsibility:
 - (i) For the preparation of the description of its system, and accompanying service organization's ~~assertion statement~~, including the completeness, accuracy and method of presentation of that description and ~~assertion statement~~; (Ref: Para. A8)
 - (ii) To have a reasonable basis for the service organization's statement~~assertion~~ accompanying the description of its system; (Ref: Para. A9)
 - (iii) For stating in the service organization's statement~~assertion~~ the criteria it used to prepare the description of its system;
 - (iv) ...
 - (v) To provide the service auditor with:
 - a. Access to all information, such as records, documentation and other matters, including service level agreements, of which the service organization is aware that is relevant to the description of the service organization's system and the accompanying service organization's statement~~assertion~~;
 - b. ...
 - c. ...

...

Assessing~~Determining~~ the Suitability of the Criteria

15. ~~As required by HKSAE 3000, the~~ service auditor shall assess~~determine~~ whether the service organization has used suitable criteria in preparing the description of its system, in evaluating whether controls are suitably designed, and, in the case of a type 2 report, in evaluating whether controls are operating effectively.⁹
16. In ~~assessing~~determining the suitability of the criteria to evaluate the service organization's description of its system, the service auditor shall determine if the criteria encompass, at a minimum:
- (a) – (c) ...
17. In ~~assess~~determining the suitability of the criteria to evaluate the design of controls, the service auditor shall determine if the criteria encompass, at a minimum, whether:

⁹ ~~HKSAE 3000, paragraph 19~~

(a) – (b) ...

18. In ~~assessing~~determining the suitability of the criteria to evaluate the operating effectiveness of controls in providing reasonable assurance that the stated control objectives identified in the description will be achieved, the service auditor shall determine if the criteria encompass, at a minimum, whether the controls were consistently applied as designed throughout the specified period. This includes whether manual controls were applied by individuals who have the appropriate competence and authority. (Ref: Para. A13–A15)

...

Written Representations

38. The service auditor shall request the service organization to provide written representations: (Ref: Para. A42)
- (a) That reaffirm the ~~statement~~assertion accompanying the description of the system;
 - (b) ...
 - (c) That it has disclosed to the service auditor any of the following of which it is aware:
 - (i) Non-compliance with laws and regulations, fraud, or uncorrected deviations attributable to the service organization that may affect one or more user entities;
 - (ii) – (iv) ...

...

Other Information

...

42. If the service auditor ~~becomes aware of~~ identifies a material inconsistency or becomes aware of an apparent misstatement of fact in the other information, the service auditor shall discuss the matter with the service organization. If the service auditor concludes that there is a material inconsistency or a misstatement of fact in the other information that the service organization refuses to correct, the service auditor shall take further appropriate action. (Ref: Para. A44–A45)

Subsequent Events

43. The service auditor shall inquire whether the service organization is aware of any events subsequent to the period covered by the service organization's description of its system up to the date of the service auditor's assurance report that ~~may~~could have ~~caused significant effect on the service auditor's to amend the assurance report~~. If the service auditor is aware of such an event, and information about that event is not disclosed by the service organization, the service auditor shall disclose it in the service auditor's assurance report.

...

Documentation

45. The service auditor shall prepare on a timely basis engagement documentation that provides a record of the basis for the assurance report that is sufficient and appropriate to enable an experienced service auditor, having no previous connection with the engagement, to understand:

(a) – (c) ...

...

50. The service auditor shall assemble the documentation in an engagement file and complete the administrative process of assembling the final engagement file on a timely basis after the date of the service auditor's assurance report.¹⁰

...

Preparing the Service Auditor's Assurance Report

Content of the Service Auditor's Assurance Report

53. The service auditor's assurance report shall include, at a minimum, the following basic elements: (Ref: Para. A47)
- (a) – (b) ...
 - (c) Identification of:
 - (i) The service organization's description of its system, and the service organization's ~~statement~~assertion, which includes the matters described in paragraph 9(k)(ii) for a type 2 report, or paragraph 9(j)(ii) for a type 1 report.
 - (ii) – (iv) ...
 - (d) Identification of the applicable criteria, and the party specifying the control objectives.
 - (e) ...
 - (f) A statement that the service organization is responsible for:
 - (i) Preparing the description of its system, and the accompanying statement~~assertion~~, including the completeness, accuracy and method of presentation of that description and that statement~~assertion~~;
 - (ii) – (iv) ...
 - (g) ...
 - (h) A statement that the firm of which the practitioner is a member applies HKSQC 1, or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements in law or regulation, applied that are at least as demanding as HKSQC 1.
 - (i) A statement that the practitioner complies with the independence and other ethical requirements of the Code, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding as Parts A, B and D of the Code related to assurance engagements. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements imposed by law or regulation, applied that are at least as demanding as Parts A, B and D of the Code related to assurance engagements.
 - (hj) A statement that the engagement was performed in accordance with HKSAE 3402, "Assurance Reports on Controls at a Service Organization", which requires that the service auditor ~~comply with ethical requirements and~~ plan and perform procedures to obtain reasonable assurance about whether, in all material respects, the service organization's description of its system is

¹⁰ Hong Kong Standard on Quality Control (HKSQC) 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance-Related Service Engagements, paragraphs A54–A55, of HKSQC 1 provide further guidance.

fairly presented and the controls are suitably designed and, in the case of a type 2 report, are operating effectively.

Paragraphs 53(i) – (m) will be renumbered accordingly.

~~(ln)~~ The date of the service auditor's assurance report, which shall be no earlier than the date on which the service auditor has obtained ~~sufficient appropriate~~ the evidence on which ~~to base the service auditor's opinion is based~~.

~~(om)~~ The name of the service auditor, and the location in the jurisdiction where the service auditor practices.

...

Modified Opinions

55. If the service auditor concludes that: (Ref: Para. A50–A52)

(a) – (d) ...

the service auditor's opinion shall be modified, and the service auditor's assurance report shall include a section with ~~contain~~ a clear description of all the reasons for the modification.

Other Communication Responsibilities

56. If the service auditor becomes aware of non-compliance with laws and regulations, fraud, or uncorrected errors attributable to the service organization that are not clearly trivial and may affect one or more user entities, the service auditor shall determine whether the matter has been communicated appropriately to affected user entities. If the matter has not been so communicated and the service organization is unwilling to do so, the service auditor shall take appropriate action. (Ref: Para. A53)

Application and Other Explanatory Material

Scope of this HKSAE (Ref: Para. 1, 3)

A1. Internal control is a process designed to provide reasonable assurance regarding the achievement of objectives related to the reliability of financial reporting, effectiveness and efficiency of operations and compliance with applicable laws and regulations. Controls related to a service organization's operations and compliance objectives may be relevant to a user entity's internal control as it relates to financial reporting. Such controls may pertain to assertions about presentation and disclosure relating to account balances, classes of transactions or disclosures, or may pertain to evidence that the user auditor evaluates or uses in applying auditing procedures. For example, a payroll processing service organization's controls related to the timely remittance of payroll deductions to government authorities may be relevant to a user entity as late remittances could incur interest and penalties that would result in a liability for the user entity. Similarly, a service organization's controls over the acceptability of investment transactions from a regulatory perspective may be considered relevant to a user entity's presentation and disclosure of transactions and account balances in its financial statements. The determination of whether controls at a service organization related to operations and compliance are likely to be relevant to user entities' internal control as it relates to financial reporting is a matter of professional judgment, having regard to the control objectives set by the service organization and the suitability of the criteria.

A2. The service organization may not be able to assert that the system is suitably designed when, for example, the service organization is operating a system that has been designed by a user entity or is stipulated in a contract between a user entity and the service organization. Because of the inextricable link between the suitable design of controls and their operating effectiveness, the absence of an statement~~assertion~~ with respect to the suitability of design will likely preclude the

service auditor from concluding that the controls provide reasonable assurance that the control objectives have been met and thus from opining on the operating effectiveness of controls. As an alternative, the practitioner may choose to accept an agreed-upon procedures engagement to perform tests of controls, or an assurance engagement under HKSAE 3000 to conclude on whether, based on tests of controls, the controls have operated as described.

...

Acceptance and Continuance

Service Organization's ~~Assertion Statement~~ (Ref: Para. 13(b)(i))

- A8. Refusal, by a service organization, to provide a written ~~statement assertion~~, subsequent to an agreement by the service auditor to accept, or continue, an engagement, represents a scope limitation that causes the service auditor to withdraw from the engagement. If law or regulation does not allow the service auditor to withdraw from the engagement, the service auditor disclaims an opinion.

Reasonable Basis for Service Organization's ~~Assertion Statement~~ (Ref: Para. 13(b)(ii))

- A9. In the case of a type 2 report, the service organization's ~~statement assertion~~ includes a statement that the controls related to the control objectives stated in the service organization's description of its system operated effectively throughout the specified period. This ~~statement assertion~~ may be based on the service organization's monitoring activities. Monitoring of controls is a process to assess the effectiveness of controls over time. It involves assessing the effectiveness of controls on a timely basis, identifying and reporting deficiencies to appropriate individuals within the service organization, and taking necessary corrective actions. The service organization accomplishes monitoring of controls through ongoing activities, separate evaluations, or a combination of both. The greater the degree and effectiveness of ongoing monitoring activities, the less need for separate evaluations. Ongoing monitoring activities are often built into the normal recurring activities of a service organization and include regular management and supervisory activities. Internal auditors or personnel performing similar functions may contribute to the monitoring of a service organization's activities. Monitoring activities may also include using information communicated by external parties, such as customer complaints and regulator comments, which may indicate problems or highlight areas in need of improvement. The fact that the service auditor will report on the operating effectiveness of controls is not a substitute for the service organization's own processes to provide a reasonable basis for its ~~statement assertion~~.

...

Acceptance of a Change in the Terms of the Engagement (Ref: Para. 14)

- A11. A request to change the scope of the engagement may not have a reasonable justification when, for example, the request is made to exclude certain control objectives from the scope of the engagement because of the likelihood that the service auditor's opinion would be modified; or the service organization will not provide the service auditor with a written ~~statement assertion~~ and the request is made to perform the engagement under HKSAE 3000.

...

Assessing the Suitability of the Criteria (Ref: Para. 15–18)

- A13. Criteria need to be available to the intended users to allow them to understand the basis for the service organization's ~~statement assertion~~ about the fair presentation of its description of the system, the suitability of the design of controls and, in the case of a type 2 report, the operating effectiveness of the controls related to the control objectives.

Assurance Engagements Other than Audits or Reviews of Historical Financial Information

A14. HKSAE 3000 (Revised) requires the service auditor, among other things, to determine whether the criteria to be used are suitable~~assesses the suitability of criteria~~, and to determine the appropriateness of the underlying subject matter.¹¹ The underlying subject matter is the underlying condition of interest to intended users of an assurance report. The following table identifies the subject matter and minimum criteria for each of the opinions in type 2 and type 1 reports.

	Subject matter	Criteria	Comment	
Opinion about the fair presentation of the description of the service organization's system (type 1 and type 2 reports)	The service organization's system that is likely to be relevant to user entities' internal control as it relates to financial reporting and is covered by the service auditor's assurance report.	The description is fairly presented if it: (a) presents how the service organization's system was designed and implemented including, as appropriate, the matters identified in paragraph 16(a)(i)–(viii); (b) in the case of a type 2 report, includes relevant details of changes to the service organization's system during the period covered by the description; and (c) does not omit or distort information relevant to the scope of the service organization's system being described, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities and may not, therefore, include every aspect of the service organization's system that each individual user entity may consider important in its own particular environment.	The specific wording of the criteria for this opinion may need to be tailored to be consistent with criteria established by, for example, law or regulation, user groups, or a professional body. Examples of criteria for this opinion are provided in the illustrative service organization's statement assertion in Appendix 1. Paragraphs A21–A24 offer further guidance on determining whether these criteria are met. (In terms of the requirements of HKSAE 3000, the subject matter information ¹² for this opinion is the service organization's description of its system and the service organization's statement assertion that the description is fairly presented.)	
Opinion about suitability of design, and operating effectiveness (type 2 reports)	The suitability of the design and operating effectiveness of those controls that are necessary to achieve the control objectives stated in the service organization's description of its system.	The controls are suitably designed and operating effectively if: (a) the service organization has identified the risks that threaten achievement of the control objectives stated in the description of its system; (b) the controls identified in that description would, if operated as described, provide reasonable assurance that those risks do not prevent the stated control objectives from being achieved; and	When the criteria for this opinion are met, controls will have provided reasonable assurance that the related control objectives were achieved throughout the specified period. (In terms of the requirements of HKSAE 3000, the subject matter information for this opinion is the service organization's statement assertion that controls are suitably designed and that they are	The control objectives, which are stated in the service organization's description of its system, are part of the criteria for these opinions. The stated control objectives will differ from engagement to engagement. If, as part of forming the opinion on the description, the service auditor concludes the stated control objectives are not fairly presented then those control objectives would not

¹¹ HKSAE 3000 (Revised), paragraphs 48–49 and 41

¹² The "subject matter information" is the outcome of the measurement or evaluation or measurement of the underlying subject matter against the criteria, i.e., the information that results from applying the criteria to the underlying subject matter.

Assurance Engagements Other than Audits or Reviews of Historical Financial Information

	Subject matter	Criteria	Comment	
		(c) the controls were consistently applied as designed throughout the specified period. This includes whether manual controls were applied by individuals who have the appropriate competence and authority.	operating effectively.)	be suitable as part of the criteria for forming an opinion on either the design or operating effectiveness of controls.
Opinion about suitability of design (type 1 reports)	The suitability of the design of those controls that are necessary to achieve the control objectives stated in the service organization's description of its system.	The controls are suitably designed if: (a) the service organization has identified the risks that threaten achievement of the control objectives stated in the description of its system; and (b) the controls identified in that description would, if operated as described, provide reasonable assurance that those risks do not prevent the stated control objectives from being achieved.	Meeting these criteria does not, of itself, provide any assurance that the related control objectives were achieved because no assurance has been obtained about the operation of controls. (In terms of the requirements of HKSAE 3000, the subject matter information for this opinion is the service organization's <u>statement</u> assertion that controls are suitably designed.)	

...

Obtaining an Understanding of the Service Organization's System (Ref: Para. 20)

A19. Obtaining an understanding of the service organization's system, including controls, included in the scope of the engagement, assists the service auditor in:

- Identifying the boundaries of that system, and how it interfaces with other systems.
- Assessing whether the service organization's description fairly presents the system that has been designed and implemented.
- Obtaining an understanding of internal control over the preparation of the service organization's statement.

...

Obtaining Evidence Regarding the Description (Ref: Para. 21–22)

A21. Considering the following questions may assist the service auditor in determining whether those aspects of the description included in the scope of the engagement are fairly presented in all material respects:

- Is the description prepared at a level of detail that could reasonably be expected to provide a broad range of user auditors with sufficient information to obtain an understanding of internal control in accordance with HKSA 315 (Revised)?¹³ The description need not address every

¹³ HKSA 315 (Revised), "Identifying and Assessing Risks of Material Misstatement through Understanding the Entity and Its Environment"

aspect of the service organization's processing or the services provided to user entities, and need not be so detailed as to potentially allow a reader to compromise security or other controls at the service organization.

Written Representations (Ref: Para. 38, 40)

A42. The written representations required by paragraph 38 are separate from, and in addition to, the service organization's ~~statement~~assertion, as defined at paragraph 9(o).

...

Documentation (Ref: Para. 51)

A46. HKSQC 1 (or ~~other professional national requirements, or requirements in law or regulation that are at least as demanding as HKSQC 1~~) requires firms to establish policies and procedures for the timely completion of the assembly of engagement files.¹⁴ An appropriate time limit within which to complete the assembly of the final engagement file is ordinarily not more than 60 days after the date of the service auditor's report.¹⁵

Preparing the Service Auditor's Assurance Report

Content of the Service Auditor's Assurance Report (Ref: Para. 53)

A47. Illustrative examples of service auditors' assurance reports and related service organizations' ~~statements~~assertions are contained in Appendices 1 and 2.

...

Appendix 1

(Ref. Para. A47)

Example Service Organization's ~~Assertions~~Statements

The following examples of service organization's ~~statements~~assertions are for guidance only and are not intended to be exhaustive or applicable to all situations.

Example 1: Type 2 Service Organization's ~~Statement~~Assertion

~~Statement~~Assertion by the Service Organization

The accompanying description has been prepared for customers who have used [*the type or name of*] system and their auditors who have a sufficient understanding to consider the description, along with other information including information about controls operated by customers themselves, when assessing the risks of material misstatements of customers' financial statements. [*Entity's name*] confirms that:

- (a) The accompanying description at pages [*bb–cc*] fairly presents [*the type or name of*] system for processing customers' transactions throughout the period [*date*] to [*date*]. The criteria used in making this ~~statement~~assertion were that the accompanying description:
 - (i) – (iii) ...
- (b) The controls related to the control objectives stated in the accompanying description were suitably designed and operated effectively throughout the period [*date*] to [*date*]. The criteria used in making this ~~statement~~assertion were that:

¹⁴ HKSQC 1, paragraph 45

¹⁵ HKSQC 1, paragraph A54

(i) – (iii) ...

Example 2: Type 1 Service Organization's Assertion Statement

The accompanying description has been prepared for customers who have used *[the type or name of]* system and their auditors who have a sufficient understanding to consider the description, along with other information including information about controls operated by customers themselves, when obtaining an understanding of customers' information systems relevant to financial reporting. *[Entity's name]* confirms that:

(a) The accompanying description at pages *[bb–cc]* fairly presents *[the type or name of]* system for processing customers' transactions as at *[date]*. The criteria used in making this statement assertion were that the accompanying description:

(i) – (ii) ...

(b) The controls related to the control objectives stated in the accompanying description were suitably designed as at *[date]*. The criteria used in making this statement assertion were that:

(i) – (ii) ...

Appendix 2

(Ref. Para. A47)

Example Illustrations of Service Auditor's Assurance Reports

The following illustrations of reports are for guidance only and are not intended to be exhaustive or applicable to all situations.

Example Illustration 1: Type 2 Service Auditor's Assurance Report

Independent Service Auditor's Assurance Report on the Description of Controls, their Design and Operating Effectiveness

...

XYZ Service Organization's Responsibilities

XYZ Service Organization is responsible for: preparing the description and accompanying statement assertion at page *[aa]*, including the completeness, accuracy and method of presentation of the description and statement assertion; providing the services covered by the description; stating the control objectives; and designing, implementing and effectively operating controls to achieve the stated control objectives.

Our Independence and Quality Control

We have complied with the independence and other ethical requirements of the "Code of Ethics for Professional Accountants" issued by the Hong Kong Institute of Certified Public Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The firm applies Hong Kong Standard on Quality Control 1¹⁶ and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

¹⁶ HKSQC 1, "Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements"

Service Auditor's Responsibilities

Our responsibility is to express an opinion on XYZ Service Organization's description and on the design and operation of controls related to the control objectives stated in that description, based on our procedures. We conducted our engagement in accordance with Hong Kong Standard on Assurance Engagements 3402, "Assurance Reports on Controls at a Service Organization", issued by the Hong Kong Institute of Certified Public Accountants. That standard requires that we ~~comply with ethical requirements and~~ plan and perform our procedures to obtain reasonable assurance about whether, in all material respects, the description is fairly presented and the controls are suitably designed and operating effectively.

...

Example Illustration 2: Type 1 Service Auditor's Assurance Report

**Independent Service Auditor's Assurance Report on
the Description of Controls and their Design**

...

XYZ Service Organization's Responsibilities

XYZ Service Organization is responsible for: preparing the description and accompanying ~~statement assertion~~ at page [aa], including the completeness, accuracy and method of presentation of the description and the ~~statement assertion~~; providing the services covered by the description; stating the control objectives; and designing, implementing and effectively operating controls to achieve the stated control objectives.

Our Independence and Quality Control

We have complied with the independence and other ethical requirements of the "Code of Ethics for Professional Accountants" issued by the Hong Kong Institute of Certified Public Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The firm applies Hong Kong Standard on Quality Control 1¹⁷ and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Service Auditor's Responsibilities

Our responsibility is to express an opinion on XYZ Service Organization's description and on the design of controls related to the control objectives stated in that description, based on our procedures. We conducted our engagement in accordance with Hong Kong Standard on Assurance Engagements 3402, "Assurance Reports on Controls at a Service Organization", issued by the Hong Kong Institute of Certified Public Accountants. That standard requires that we ~~comply with ethical requirements and~~ plan and perform our procedures to obtain reasonable assurance about whether, in all material respects, the description is fairly presented and the controls are suitably designed in all material respects.

...

¹⁷ HKSQC 1, "Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements"

Appendix 3

(Ref. Para. A50)

Example Illustrations of Modified Service Auditor's Assurance Reports

The following ~~examples~~ illustrations of modified reports are for guidance only and are not intended to be exhaustive or applicable to all situations. They are based on the ~~examples~~ illustrations of reports in Appendix 2.

Example Illustration 1: Qualified opinion – the service organization's description of the system is not fairly presented in all material respects

...

Qualified Opinion

Our opinion has been formed on the basis of the matters outlined in this report. The criteria we used in forming our opinion were those described in XYZ Service Organization's ~~statement~~ assertion at page [aa]. In our opinion, except for the matter described in the Basis for Qualified Opinion paragraph:

...

Example Illustration 2: Qualified opinion – the controls are not suitably designed to provide reasonable assurance that the control objectives stated in the service organization's description of its system will be achieved if the controls operate effectively

...

Qualified Opinion

Our opinion has been formed on the basis of the matters outlined in this report. The criteria we used in forming our opinion were those described in XYZ Service Organization's ~~statement~~ assertion at page [aa]. In our opinion, except for the matter described in the Basis for Qualified Opinion paragraph:

...

Example Illustration 3: Qualified opinion – the controls did not operate effectively throughout the specified period (type 2 report only)

...

Qualified Opinion

Our opinion has been formed on the basis of the matters outlined in this report. The criteria we used in forming our opinion were those described in XYZ Service Organization's ~~statement~~ assertion at page [aa]. In our opinion, except for the matter described in the Basis for Qualified Opinion paragraph:

...

Example Illustration 4: Qualified opinion – the service auditor is unable to obtain sufficient appropriate evidence

...

Qualified Opinion

Our opinion has been formed on the basis of the matters outlined in this report. The criteria we used in forming our opinion were those described in XYZ Service Organization's ~~statement~~ assertion at page [aa]. In our opinion, except for the matter described in the Basis for Qualified Opinion paragraph:

...

HKSAE 3410, Assurance Engagements on Greenhouse Gas Statements

Introduction

...

Scope of this HKSAE

...

3. The practitioner's conclusion in an assurance engagement may cover information in addition to a GHG statement, for example, when the practitioner is engaged to report on a sustainability report of which a GHG statement is only one part. In such cases: (Ref: Para. A1–A2)

(a) ...

- (b) HKSAE 3000 (Revised)¹⁸ (or another HKSAE dealing with a specific underlying subject matter) applies to assurance procedures performed with respect to the remainder of the information covered by the practitioner's conclusion.

...

~~Assertion-Based~~ Attestation and ~~Direct Reporting~~ Engagements

5. The *Hong Kong Framework for Assurance Engagements* (the Assurance Framework) notes that an assurance engagement may be either an attestation~~assertion-based~~ engagement or a ~~direct reporting~~ engagement. This HKSAE deals only with ~~assertion-based~~ attestation engagements.¹⁹

Procedures for Reasonable Assurance and Limited Assurance Engagements

6. ~~The Assurance Framework~~ HKSAE 3000 (Revised) notes that an assurance engagement may be either a reasonable assurance engagement or a limited assurance engagement.²⁰ This HKSAE deals with both reasonable and limited assurance engagements.

...

8. Unless otherwise stated, each requirement of this HKSAE applies to both reasonable and limited assurance engagements. Because the level of assurance obtained in a limited assurance engagement is lower than in a reasonable assurance engagement, the procedures the practitioner will perform in a limited assurance engagement will vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement.²¹ Requirements that apply to only one or the other type of engagement have been presented in a columnar format with the letter "L" (limited assurance) or "R" (reasonable assurance) after the paragraph number. Although some procedures are required only for reasonable assurance engagements, they may nonetheless be appropriate in some limited assurance engagements (see also paragraph A90, which outlines the primary differences between the practitioner's further procedures for a reasonable assurance engagement and a limited assurance engagement on a GHG statement). (Ref: Para. A4, A90)

¹⁸ HKSAE 3000 (Revised), *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*. HKSAE 3000 is based on ISAE 3000, which is currently being revised by the IAASB. There may be conforming amendments to this HKSAE as a result of changes to ISAE 3000 and thus HKSAE 3000.

¹⁹ Assurance Framework, paragraph 10 HKSAE 3000 (Revised), paragraph 12(a)(ii)

²⁰ Assurance Framework, paragraph 11 HKSAE 3000 (Revised), paragraph 12(a)(i)(b)

²¹ Assurance Framework, paragraph 53, and HKSAE 3000 (Revised), paragraph 12(a)(iii) 37

Relationship with HKSAE 3000 (Revised), Other Professional Pronouncements, and Other Requirements

9. ~~The practitioner is required to comply with HKSAE 3000 (Revised) and this HKSAE when performing an assurance engagement to report on an entity's GHG statement. The performance of assurance engagements other than audits or reviews of historical financial information requires the practitioner to comply with HKSAE 3000. HKSAE 3000 includes requirements in relation to such topics as engagement acceptance, planning, evidence, and documentation that apply to all assurance engagements, including engagements in accordance with this HKSAE. This HKSAE supplements, but does not replace, HKSAE 3000 (Revised), and expands on how HKSAE 3000 (Revised) is to be applied in an assurance engagement to report on an entity's GHG statement. The Assurance Framework, which defines and describes the elements and objectives of an assurance engagement, provides context for understanding this HKSAE and HKSAE 3000. (Ref: Para. A17)~~
10. ~~Compliance with HKSAE 3000 (Revised) requires, among other things, compliance with Parts A, B and D of the *Code of Ethics for Professional Accountants* issued by the Hong Kong Institute of Certified Public Accountants (the Code) related to assurance engagements, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding that the practitioner comply with the independence and other requirements of the *Code of Ethics for Professional Accountants* issued by the Hong Kong Institute of Certified Public Accountants (the Code) and implement quality control procedures that are applicable to the individual engagement.²² It also requires the engagement partner to be a member of a firm that applies HKSQC 1,²³ or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1. (Ref: Para. A5–A6)~~
11. Where the engagement is subject to local law or regulation or the provisions of an emissions trading scheme, this HKSAE does not override ~~that~~ those laws, regulations or provisions. In the event that local laws or regulation or the provisions of an emissions trading scheme differ from this HKSAE, an engagement conducted in accordance with local laws or regulations or the provisions of a particular scheme will not automatically comply with this HKSAE. The practitioner is entitled to represent compliance with this HKSAE in addition to compliance with local laws or regulations or the provisions of the emissions trading scheme only when all applicable requirements of this HKSAE have been met. (Ref: Para. A7)

...

Objectives

13. The objectives of the practitioner are:
 - (a) To obtain either reasonable assurance or limited assurance, as appropriate, about whether the GHG statement is free from material misstatement, whether due to fraud or error, thereby enabling the practitioner to express a reasonable assurance or limited assurance conclusion conveying that level of assurance;
 - (b) – (c) ...

Definitions

14. For purposes of this HKSAE, the following terms have the meanings attributed below:²⁴
 - (a) – (l) ...

²² HKSAE 3000 (Revised), paragraphs 4 and 63(a), 20 and 34

²³ HKSAE 3000 (Revised), paragraphs 3(b) and 31(a). Hong Kong Standard on Quality Control (HKSQC) 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements*

²⁴ The definitions in HKSAE 3000 (Revised) also apply to this HKSAE.

- (m) GHG statement – A statement setting out constituent elements and quantifying an entity's GHG emissions for a period (sometimes known as an emissions inventory) and, where applicable, comparative information and explanatory notes including a summary of significant quantification and reporting policies. An entity's GHG statement may also include a categorized listing of removals or emissions deductions. Where the engagement does not cover the entire GHG statement, the term "GHG statement" is to be read as that portion that is covered by the engagement. The GHG statement is the "subject matter information" of the engagement.²⁵
- (n) – (w) ...

Requirements

HKSAE 3000 (Revised)

15. The practitioner shall not represent compliance with this HKSAE unless the practitioner has complied with the requirements of both this HKSAE and HKSAE 3000 (Revised). (Ref: Para. A5–A6, A17, A21–A22, A37, A127)

...

Acceptance and Continuance of the Engagement

Skills, Knowledge and Experience

16. The engagement partner shall:
- (a) Have ~~competence in assurance skills and techniques developed through extensive training and practical applications~~ sufficient assurance skills, knowledge and experience, and sufficient competence in the quantification and reporting of emissions, to accept responsibility for the assurance conclusion; and
- (b) Be satisfied that ~~those persons who are to perform the engagement~~ the engagement team and any practitioner's external experts collectively possess the necessary professional competencies ~~have the appropriate competence and capabilities~~, including in the quantification and reporting of emissions and in assurance, to perform the assurance engagement in accordance with this HKSAE. (Ref: Para. A18–A19)

Preconditions for the Engagement

17. In order to establish whether the preconditions for the engagement are present:
- (a) ...
- (b) When ~~assessing~~ determining the suitability of the applicable criteria, as required by HKSAE 3000 (Revised),²⁶ the practitioner shall determine whether the criteria encompass at a minimum: (Ref: Para. A23–A26)
- (c) ...

Agreement on the Terms of the Engagement Terms

18. The ~~agreed~~ terms of the engagement required to be agreed by HKSAE 3000 (Revised)²⁷ shall include: (Ref: Para. A37)
- (a) – (f) ...

²⁵ Assurance Framework, paragraph 8/HKSAE 3000 (Revised), paragraph 12(x)

²⁶ HKSAE 3000(Revised), paragraphs 24(b)(ii)19 and 41

²⁷ HKSAE 3000 (Revised), paragraph 2740

Planning

19. When planning the engagement as required by HKSAE 3000 (Revised),²⁸ the practitioner shall:
(Ref: Para. A38–A41)

...

Understanding the Entity and Its Environment, Including the Entity's Internal Control, and Identifying and Assessing Risks of Material Misstatement

...

Obtaining an Understanding of the Entity's Internal Control

Limited Assurance	Reasonable Assurance
...	...
	26R. When obtaining the understanding required by paragraph 25R, the practitioner shall evaluate the design of controls and determine whether they have been implemented by performing procedures in addition to inquiry of the entity's personnel <u>responsible for the GHG statement</u> . (Ref: Para. A52–A53)

Other Procedures to Obtain an Understanding and to Identify and Assess Risks of Material Misstatement

...

28. The practitioner shall make inquiries of management, and others within the entity as appropriate, to determine whether they have knowledge of any actual, suspected or alleged fraud or non-compliance with laws ~~and~~ or regulations affecting the GHG statement. (Ref: Para. A84–A86)

...

Overall Responses to Assessed Risks of Material Misstatement and Further Procedures

...

Fraud, Laws and Regulations

47. The practitioner shall respond appropriately to fraud or suspected fraud and non-compliance or suspected non-compliance with laws ~~and~~ or regulations identified during the engagement. (Ref: Para. A106–A107)

...

²⁸ HKSAE 3000 (Revised), paragraph 4042

Limited Assurance	Reasonable Assurance
...	...
<p><i>Determining Whether Additional Procedures Are Necessary in a Limited Assurance Engagement</i></p> <p>49L. If the practitioner becomes aware of a matter(s) that causes the practitioner to believe the GHG statement may be materially misstated, the practitioner shall design and perform additional procedures to obtain further evidence until sufficient to enable the practitioner is able to: (Ref: Para. A109–A110)</p> <p>(a) Conclude that the matter(s) is not likely to cause the GHG statement to be materially misstated; or</p> <p>(b) Determine that the matter(s) causes the GHG statement to be materially misstated. (Ref: Para. A111)</p>	<p><i>Revision of Risk Assessment in a Reasonable Assurance Engagement</i></p> <p>49R. The practitioner's assessment of the risks of material misstatement at the assertion level may change during the course of the engagement as additional evidence is obtained. In circumstances where the practitioner obtains evidence from performing further procedures, or if new information is obtained, either of which is inconsistent with the evidence on which the practitioner originally based the assessment, the practitioner shall revise the assessment and modify the planned procedures accordingly. (Ref: Para. A109)</p>

...

Using the Work of ~~Another~~ Other Practitioners

57. When the practitioner intends ~~using~~ to use the work of ~~another~~ practitioners, the practitioner shall:
- (a) Communicate clearly with ~~these~~ the other practitioners about the scope and timing of their work and ~~their findings of the other practitioner~~; and (Ref: Para. A113–A114)
 - (b) ...

Written Representations

58. The practitioner shall request written representations from a person(s) within the entity with appropriate responsibilities for, and knowledge of, the matters concerned: (Ref: Para. A116)
- (a) – (e) ...
 - (f) Whether they have disclosed to the practitioner their knowledge of actual, suspected or alleged fraud or non-compliance with laws ~~and~~ or regulations where the fraud or non-compliance could have a material effect on the GHG statement.

...

60. The practitioner shall disclaim a conclusion on the GHG statement or withdraw from the engagement, where withdrawal is possible under applicable laws or regulations, if:
- (a) – (b) ...

...

Other Information

64. The practitioner shall read other information included in documents containing the GHG statement and the assurance report thereon ~~and, if, in the practitioner's judgment, that other information could undermine the credibility of the GHG statement and the assurance report, to identify material inconsistencies, if any, with the GHG statement or the assurance report and, if on reading that other information, the practitioner:~~ (Ref: Para. A139)

- (a) Identifies a material inconsistency between that other information and the GHG statement or the assurance report; or
- (b) Becomes aware of a material misstatement of fact in that other information that is unrelated to matters appearing in the GHG statement or the assurance report,

the practitioner shall discuss the matter with the entity and take further action as appropriate. (Ref: Para. A124–A126)

...

Engagement Quality Control Review

71. For those engagements, if any, for which a quality control review is required by laws or regulations or for which the firm has determined that an engagement quality control review is required, the engagement quality control reviewer shall perform an objective evaluation of the significant judgments made by the engagement team, and the conclusions reached in formulating the assurance report. This evaluation shall involve: (Ref: Para. A130)

- (a) – (d) ...

Forming the Assurance Conclusion

72. The practitioner shall form a conclusion about~~conclude as to~~ whether the practitioner has obtained reasonable or limited assurance, as appropriate, about the GHG statement. That conclusion shall take into account the requirements of paragraphs 56 and 73–75 of this HKSAE.

...

Assurance Report Content

76. The assurance report shall include, at a minimum, the following basic elements: (Ref: Para. A134)

- (a) A title that clearly indicates the report is an independent ~~limited assurance or reasonable~~ assurance report.
- (b) The~~An~~ addressee of the assurance report.
- (c) An identification or description of the level of assurance, either reasonable or limited, obtained by the practitioner.

Paragraphs 76(d) – (f) will be renumbered accordingly.

~~(g)(h)(i)~~ Identification of the applicable criteria;

- (i) ~~(ii)~~ ...
- (ii) ~~(iii)~~ If those criteria are available only to specific intended users, or are relevant only to a specific purpose, a statement alerting readers to this fact and that, as a result, the GHG statement may not be suitable for another purpose. The statement shall

also restricting the use of the assurance report to those intended users or that purpose; and (Ref: Para. A140–A141)

~~(iii)~~ ~~(iv)~~ ...

(i) A statement that the firm of which the practitioner is a member applies HKSQC 1, or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements in law or regulation, applied that are at least as demanding as HKSQC 1.

(j) A statement that the practitioner complies with the independence and other ethical requirements of the Code, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding as Parts A, B and D of the Code related to assurance engagements. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements imposed by law or regulation, applied that are at least as demanding as Parts A, B and D of the Code related to assurance engagements.

~~(h)~~(k) A description of the practitioner's responsibility, including:

(i) ...

(ii) An informative summary of the work performed as the basis for the practitioner's procedures conclusion. In the case of a limited assurance engagement, an appreciation of the nature, timing, and extent of procedures performed is essential to understanding the practitioner's conclusion. In the case of a limited assurance engagement, this summary of the work performed shall state shall include a statement that:

- ~~–~~The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and
- ~~As a result~~Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. (Ref: Para. A142–A144)

(l) The practitioner's conclusion, expressed:

(i) In a reasonable assurance engagement, the conclusion shall be expressed in the a positive form in the case of a reasonable assurance engagement; or

(ii) in the negative form in the case of a limited assurance engagement, about whether the GHG statement is prepared, in all material respects, in accordance with the applicable criteria. In a limited assurance engagement, the conclusion shall be expressed in a form that conveys whether, based on the procedures performed and evidence obtained, a matter(s) has come to the practitioner's attention to cause the practitioner to believe that the GHG statement is not prepared, in all material respects, in accordance with the applicable criteria.

(iii) When the practitioner expresses a modified conclusion, the assurance report shall contain:

a. A section that provides a description of the matter(s) giving rise to the modification; and

b. A section that contains the practitioner's modified conclusion.

~~(j)~~ If the practitioner expresses a conclusion that is modified, a clear description of all the reasons therefore.

~~(k)~~(m) The practitioner's signature. (Ref: Para. A145)

~~(l)~~(n) The date of the assurance report. The assurance report shall be dated no earlier than the date on which the practitioner has obtained the evidence on which the practitioner's conclusion is based, including evidence that those with the recognized authority have asserted that they have taken responsibility for the GHG statement.

~~(m)~~(o) The location in the jurisdiction where the practitioner practices.

Emphasis of Matter Paragraphs and Other Matter Paragraphs

77. If the practitioner considers it necessary to: (Ref: Para. A146–A152)

(a) – (b) ...

and this is not prohibited by laws or regulations, the practitioner shall do so in a paragraph in the assurance report, with an appropriate heading, that clearly indicates the practitioner's conclusion is not modified in respect of the matter.

Other Communication Requirements

78. The practitioner shall communicate to those person(s) with oversight responsibilities for the GHG statement the following matters that come to the practitioner's attention during the course of the engagement, and shall determine whether there is a responsibility to report them to another party within or outside the entity:

(a) – (b) ...

(c) Matters involving non-compliance with laws ~~and~~ or regulations, other than when the matters are clearly trivial. (Ref: Para. A87)

Application and Other Explanatory Material

Introduction

...

Key Performance Indicators Based on GHG Data (Ref: Para. 4(b))

A3. An example of a key performance indicator based on GHG data is the weighted average of emissions per kilometer of vehicles manufactured by an entity during a period, which is required to be calculated and disclosed by laws or regulations in some jurisdictions.

...

A6. Safeguards created by the profession, laws or regulations, or safeguards in the work environment, may eliminate or reduce such threats to an acceptable level.

Local Laws ~~and/or~~ Regulations and the Provisions of an Emissions Trading Scheme (Ref: Para. 11)

A7. Local laws or regulations or the provisions of an emissions trading scheme may: include requirements in addition to the requirements of this HKSAE; require that specific procedures be undertaken on all engagements; or require that procedures be undertaken in a particular way. For example, local laws or regulations or the provisions of an emissions trading scheme may require the practitioner to report in a format that is not in compliance with this HKSAE. When the law or regulation prescribes the layout or wording of the assurance report in a form or in terms that are significantly different from this HKSAE, and the practitioner concludes that additional explanation

in the assurance report cannot mitigate possible misunderstanding, the practitioner may consider including a statement in the report that the engagement is not conducted in accordance with this HKSAE.

...

HKSAE 3000 (Revised) (Ref: Para. 9, 15)

A17. HKSAE 3000 (Revised) includes ~~a number of~~ requirements that apply to ~~all~~ assurance engagements (other than audits or reviews of historical financial information), including engagements in accordance with this HKSAE. In some cases, this HKSAE may include additional requirements or application material in relation to those topics.

...

~~Assessing~~Determining the Appropriateness of the Subject Matter (Ref: Para. 15)

A21. HKSAE 3000 (Revised) requires the practitioner to ~~assess the appropriateness of~~determine whether the underlying subject matter is appropriate.²⁹ In the case of a GHG statement, the entity's emissions (and removals and emissions deductions if applicable) are the underlying subject matter of the engagement. That underlying subject matter will be appropriate if, among other things, the entity's emissions are capable of consistent quantification using suitable criteria.³⁰

...

~~Assessing~~Determining the Suitability of the Criteria

Specifically Developed and Established Criteria (Ref: Para. 17(b))

A23. Suitable criteria exhibit the following characteristics: relevance, completeness, reliability, neutrality, and understandability. Criteria may be "specifically developed" or they may be "established," ~~that is for example~~, embodied in laws or regulations, or issued by authorized or recognized bodies of experts that follow a transparent due process.³¹ Although criteria established by a regulator can be presumed to be relevant when that regulator is the intended user, some established criteria may be developed for a special purpose and be unsuitable for application in other circumstances. For example, criteria developed by a regulator that include emissions factors for a particular region may render misleading information if used for emissions in another region; or criteria that are designed to report only on particular regulatory aspects of emissions may be unsuitable for reporting to intended users other than the regulator that established the criteria.

...

A25. The ~~applicable~~ criteria may comprise established criteria supplemented by disclosures, in the explanatory notes to the GHG statement, of specific boundaries, methods, assumptions, emissions factors, etc. In some cases, established criteria may not be suitable, even when supplemented by disclosures in the explanatory notes to the GHG statement, for example, when they do not encompass the matters noted in paragraph 17(b).

A26. It should be noted that the suitability of the ~~applicable~~ criteria is not affected by the level of assurance, that is, if they are not suitable for a reasonable assurance engagement, they are also not suitable for a limited assurance engagement, and vice versa.

²⁹ HKSAE 3000 (Revised), paragraph 24(b)(i)48

³⁰ Assurance Framework, paragraphs 34-38, and HKSAE 3000 (Revised), paragraphs 19-2124(b)(ii)

³¹ HKSAE 3000 (Revised), paragraphs A45-A48 Assurance Framework, paragraphs 36-37

A27. Determining which operations owned or controlled by the entity to include in the entity's GHG statement is known as determining the entity's organizational boundary. In some cases, laws ~~and~~ or regulations define the boundaries of the entity for reporting GHG emissions for regulatory purposes. In other cases, the applicable criteria may allow a choice between different methods for determining the entity's organizational boundary, for example, the criteria may allow a choice between an approach that aligns the entity's GHG statement with its financial statements and another approach that treats, for example, joint ventures or associates differently. Determining the entity's organizational boundary may require the analysis of complex organizational structures such as joint ventures, partnerships, and trusts, and complex or unusual contractual relationships. For example, a facility may be owned by one party, operated by another, and process materials solely for another party.

...

Adequate Disclosures (Ref: Para. 17(b)(iv), 74(d))

A29. In regulatory disclosure regimes, disclosures specified in the relevant laws or regulations are adequate for reporting to the regulator. Disclosure in the GHG statement of such matters as the following may be necessary in voluntary reporting situations for intended users to understand the significant judgments made in preparing the GHG statement:

(a) – (e) ...

...

Changing the Terms of the Engagement (Ref: Para. 15, 18)

A37. HKSAE 3000 (Revised) requires that the practitioner not agree to a change in the terms of the engagement where there is no reasonable justification for doing so.³² A request to change the scope of the engagement may not have a reasonable justification when, for example, the request is made to exclude certain emissions sources from the scope of the engagement because of the likelihood that the practitioner's conclusion would be modified.

...

Planning to Use a Practitioner's ~~the Work of Expert or of Other~~ Another Practitioners (Ref: Para. 19(e))

A42. The engagement may be performed by a multidisciplinary team that includes one or more experts, particularly on relatively complex engagements when specialist competence in the quantification and reporting of emissions is likely to be required (see paragraph A19). HKSAE 3000 (Revised) contains a number of requirements with respect to using the work of an expert that may need to be considered at the planning stage when ascertaining the nature, timing and extent of resources necessary to perform the engagement.³³

...

Materiality in Planning and Performing the Engagement

Determining Materiality When Planning the Engagement (Ref: Para. 20–21)

A44. The criteria may discuss the concept of materiality in the context of the preparation and presentation of the GHG statement. Although criteria may discuss materiality in different terms, the concept of materiality generally includes that:

...

³² HKSAE 3000 (Revised), paragraph 2944

³³ HKSAE 3000 (Revised), paragraphs ~~26–3245(c)~~, 52, and 54

- Judgments about matters that are material to intended users of the GHG statement are based on a consideration of the common information needs of intended users as a group. ~~The possible effect of misstatements on specific individual users, whose needs may vary widely, is not considered. Unless the engagement has been designed to meet the particular information needs of specific users, the possible effect of misstatements on specific users, whose information needs may vary widely, is not ordinarily considered.~~

...

A47. Intended users and their information needs may include, for example:

- ...

The practitioner may not be able to identify all those who will read the assurance report, particularly where there are a large number of people who have access to it. In such cases, particularly where possible ~~readers~~ users are likely to have a broad range of interests with respect to emissions, intended users may be limited to major stakeholders with significant and common interests. Intended users may be identified in different ways, for example, by agreement between the practitioner and the engaging party, or by laws or regulations.

...

Understanding the Entity and Its Environment, Including the Entity's Internal Control, and Identifying and Assessing the Risks of Material Misstatement (Ref: Para. 23–26)

...

Uncertainty (Ref: Para. 23(b)(i)c, 76(e))

...

A55. The fact that quantifying an entity's emissions is subject to uncertainty does not mean that an entity's emissions are inappropriate as a subject matter. For example, the applicable criteria may require Scope 2 emissions from electricity to be calculated by applying a prescribed emissions factor to the number of kilowatt hours consumed. The prescribed emissions factor will be based on assumptions and models that may not hold true in all circumstances. However, as long as the assumptions and models are reasonable in the circumstances and adequately disclosed, information in the GHG statement will ordinarily be capable of being ~~assured~~ subjected to an assurance engagement.

A56. The situation in paragraph A55 can be contrasted with quantification in accordance with criteria that use models and assumptions based on an entity's individual circumstances. Using entity-specific models and assumptions will likely result in more accurate quantification than using, for example, average emissions factors for an industry; it will also likely introduce additional risks of material misstatement with respect to how the entity-specific models and assumptions were arrived at. As noted in paragraph A55, as long as the assumptions and models are reasonable in the circumstances and adequately disclosed, information in the GHG statement will ordinarily be capable of being ~~assured~~ subjected to an assurance engagement.

...

A58. A discussion in the explanatory notes to the GHG statement of the nature, causes, and effects of the uncertainties that affect the entity's GHG statement alerts intended users to the uncertainties associated with the quantification of emissions. This may be particularly important where the intended users did not determine the criteria to be used. For example, a GHG statement may be available to a broad range of ~~intended~~ users even though the criteria used were developed for a particular regulatory purpose.

A59. Because uncertainty is a significant characteristic of all GHG statements, paragraph 76(e) requires it to be mentioned in the assurance report regardless of what, if any, disclosures are included in the explanatory notes to the GHG statement.³⁴

...

Causes of Material Misstatement (Ref: Para. 34)

...

Non-Compliance with Laws and Regulations (Ref: Para. 34(b), 78(c))

A87. This HKSAE distinguishes the practitioner's responsibilities in relation to compliance with two different categories of laws and regulations as follows:

- (a) The provisions of ~~these~~ laws and regulations generally recognized to have a direct effect on the determination of material amounts and disclosures in the GHG statement in that they determine the reported quantities and disclosures in an entity's GHG statement. Paragraph 34(b) requires the practitioner to consider the likelihood of material misstatement due to non-compliance with the provisions of such laws ~~and/or~~ regulations when performing the procedures required by paragraphs 33L or 33R; and
- (b) Other laws ~~and/or~~ regulations that do not have a direct effect on the determination of the quantities and disclosures in the GHG statement, but compliance with which may be fundamental to the operating aspects of the business, to an entity's ability to continue its business, or to avoid material penalties (for example, compliance with the terms of an operating license, or compliance with environmental regulations). ~~Maintaining Planning and performing an engagement with professional skepticism throughout the engagement~~, as required by HKSAE 3000,³⁵ is important in the context of remaining alert to the possibility that procedures applied for the purpose of forming a conclusion on the GHG statement may bring instances of identified or suspected non-compliance with such laws ~~or~~ regulations to the practitioner's attention.

...

Overall Responses to Assessed Risks of Material Misstatement and Further Procedures

Limited and Reasonable Assurance Engagements (Ref: Para. 8, 35–41R, 42L–43R, 46)

A90. Because the level of assurance obtained in a limited assurance engagement is lower than in a reasonable assurance engagement, the procedures the practitioner ~~will~~ performs in a limited assurance engagement ~~will vary~~ in nature and timing from, and are less in extent than for, a reasonable assurance engagement. The primary differences between the practitioner's overall responses to address the assessed risks of material misstatement and further procedures for a reasonable assurance engagement and a limited assurance engagement on a GHG statement ~~are as follows~~ include:

- (a) ~~The emphasis placed on the nature of various procedures:~~ The emphasis placed on the nature of various procedures as a source of evidence will likely differ, depending on the engagement circumstances. For example:
 - The practitioner may judge it to be appropriate in the circumstances of a particular limited assurance engagement to place relatively greater emphasis on inquiries of the entity's personnel and analytical procedures, and relatively less emphasis, if any, on tests of controls and obtaining evidence from external sources than ~~would~~ may be the case for a reasonable assurance engagement.

³⁴ See also HKSAE 3000 (Revised), paragraph 69(e)49(e).

³⁵ HKSAE 3000 (Revised), paragraph 3744

Assurance Engagements Other than Audits or Reviews of Historical Financial Information

...

- (b) ~~The extent of further procedures:~~ In a limited assurance engagement, ~~The extent of the further procedures performed in a limited assurance engagement~~ are less than in a reasonable assurance engagement. This may involve:

- ~~Selecting less items for examination~~ Reducing the number of items to be examined, for example, reducing sample sizes for tests of details;

...

- (c) ~~The nature of analytical procedures:~~ In a reasonable assurance engagement, analytical procedures performed in response to assessed risks of material misstatement involve developing expectations of quantities or ratios that are sufficiently precise to identify material misstatements. In a limited assurance engagement, ~~on the other hand,~~ analytical procedures ~~may be~~ are often designed to support expectations regarding the direction of trends, relationships and ratios rather than to identify misstatements with the level of precision expected in a reasonable assurance engagement.³⁶

...

Fraud, Laws and Regulations (Ref: Para. 47)

...

A107. The actions noted in the paragraph A106 may be appropriate in responding to non-compliance or suspected non-compliance with laws and regulations identified during the engagement. It may also be appropriate to describe the matter in an Other Matter paragraph in the assurance report in accordance with paragraph 77 of this HKSAE, unless the practitioner:

...

- (b) Is precluded by the entity from obtaining sufficient appropriate evidence to evaluate whether non-compliance that may be material to the GHG statement has, or is likely to have, occurred, in which case paragraph ~~54~~ 66 of HKSAE 3000 (Revised) applies.

...

Using the Work of ~~Another~~ Other Practitioners

Communication to ~~Another~~ Other Practitioners (Ref: Para. 57(a))

A113. Relevant matters that the engagement team may communicate to another practitioner in respect of the work to be performed, the use to be made of that work, and the form and content of the other practitioner's communication with the engagement team may include:

- ...

Communication from ~~Another~~ Other Practitioners (Ref: Para. 57(a))

A114. Relevant matters that the engagement team may request ~~the~~ another practitioner to communicate include:

...

³⁶ This may not always be the case; for example, in some circumstances the practitioner may develop a precise expectation based on fixed physical or chemical relationships even in a limited assurance engagement.

which to complete the assembly of the final engagement file is ordinarily not more than 60 days after the date of the assurance report.³⁹

...

Assurance Report Content

Information Not Covered by the Practitioner's Conclusion (Ref: Para. 76(c))

Emissions Deductions (Ref: Para. 76(f))

...

A139. A statement of the practitioner's responsibility with respect to emissions deductions may be worded as follows when the emissions deductions are comprised of offsets: "The GHG statement includes a deduction from ABC's emissions for the year of yyy tonnes of CO_{2-e} relating to offsets. We have performed procedures as to whether these offsets were acquired during the year, and whether the description of them in the GHG statement is a reasonable summary of the relevant contracts and related documentation. We have not, however, performed any procedures regarding the external providers of these offsets, and express no ~~opinion~~ conclusion about whether the offsets have resulted, or will result, in a reduction of yyy tonnes of CO_{2-e}."

...

Summary of the Practitioner's Procedures (Ref: Para. 76(h)(ii))

...

A143. In a limited assurance engagement, an appreciation of the nature, timing and extent of procedures performed is essential for the intended users to understand the conclusion expressed in a limited assurance report. The description of the practitioner's procedures in a limited assurance engagement is therefore ordinarily more detailed than in a reasonable assurance engagement. It also may be appropriate to include a description of procedures that were not performed that would ordinarily be performed in a reasonable assurance engagement. However, a complete identification of all such procedures may not be possible because the practitioner's required understanding and assessment of risks of material misstatement are less than in a reasonable assurance engagement.

A144. Factors to consider in making that determination and the level of detail to be provided include:

...

- The intended users' expectations of the level of detail to be provided in the report, based on market practice, or applicable laws or regulations

...

Paragraphs A145 – A153 will be renumbered accordingly.

Emphasis of Matter Paragraphs and Other Matter Paragraphs (Ref: Para. 77)

...

³⁹ HKSQC 1, paragraph A54

A1532. An Other Matter paragraph does not include information that the practitioner is prohibited from providing by laws, regulations or other professional standards, for example, ethical standards relating to confidentiality of information. An Other Matter paragraph also does not include information that is required to be provided by management.

Appendix 2

(Ref: Para. A134)

Illustrations of Assurance Reports on GHG Statements

Illustration 1:

Circumstances include the following:

- Reasonable assurance engagement.
- The entity's GHG statement contains no Scope 3 emissions.
- The entity's GHG statement contains no emissions deductions.
- The GHG statement contains no comparative information.

The following illustrative report is for guidance only and is not intended to be exhaustive or applicable to all situations.

INDEPENDENT PRACTITIONER'S REASONABLE ASSURANCE REPORT ON ABC'S GREENHOUSE GAS (GHG) STATEMENT

...

Our Independence and Quality Control

We have complied with the independence and other ethical requirements of the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA"), which ~~includes independence and other requirements~~ is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The firm ~~applies Hong Kong Standard on Quality Control 1⁴⁰ and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements. In accordance with Hong Kong Standard on Quality Control 1,⁴⁴ [name of firm] maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.~~

...

⁴⁰ HKSQC 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements

⁴⁴ HKSQC 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements

Illustration 2:

Circumstances include the following:

- Limited assurance engagement.
- The entity's GHG statement contains no Scope 3 emissions.
- The entity's GHG statement contains no emissions deductions.
- The GHG statement contains no comparative information

The following illustrative report is for guidance only and is not intended to be exhaustive or applicable to all situations.

INDEPENDENT PRACTITIONER'S LIMITED ASSURANCE REPORT ON ABC'S GREENHOUSE GAS (GHG) STATEMENT

...

Our Independence and Quality Control

We have complied with the independence and other ethical requirements of the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA"), which ~~includes independence and other requirements~~ is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The firm applies Hong Kong Standard on Quality Control 1⁴² and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements. ~~In accordance with Hong Kong Standard on Quality Control 1,⁴³ [name of firm] maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.~~

...

Our Responsibility

...

The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement. ~~As a result~~ Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had we performed a reasonable assurance engagement. Accordingly, we do not express a reasonable assurance opinion about whether ABC's GHG statement has been prepared, in all material respects, in accordance with the [*applicable criteria*] applied as explained in Note 1 to the GHG statement.

...

⁴² HKISQC 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements

⁴³ ~~HKISQC 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements~~

HKSAE 3420, Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus

Introduction

Scope of this HKSAE

1. This Hong Kong Standard on Assurance Engagements (HKSAE) deals with reasonable assurance attestation engagements undertaken by a practitioner⁴⁴ to report on the responsible party's⁴⁵ compilation of pro forma financial information included in a prospectus. The HKSAE applies where:

...

Relationship with *HKSAE 3000 (Revised)*, *Other Professional Pronouncements*, and *Other Requirements*

7. The practitioner is required to comply with HKSAE 3000 (Revised) and this HKSAE when performing an assurance engagement to report on the compilation of pro forma financial information included in a prospectus. The performance of assurance engagements other than audits or reviews of historical financial information requires the practitioner to comply with HKSAE 3000. HKSAE 3000 includes requirements in relation to such topics as engagement acceptance, planning, evidence, and documentation that apply to all assurance engagements, including engagements in accordance with this HKSAE. This HKSAE supplements, but does not replace, HKSAE 3000 (Revised), and expands on how HKSAE 3000 (Revised) is to be applied in a reasonable assurance engagement to report on the compilation of pro forma financial information included in a prospectus. The *Hong Kong Framework for Assurance Engagements* (Assurance Framework), which defines and describes the elements and objectives of an assurance engagement, provides context for understanding this HKSAE and HKSAE 3000.
8. Compliance with HKSAE 3000 (Revised) requires, among other things, that the practitioner: compliance with Parts A, B and D of the HKICPA's *Code of Ethics for Professional Accountants* (the Code) related to assurance engagements, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding.⁴⁶ It also requires the engagement partner to be a member of a firm that applies HKSQC 1,⁴⁷ or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1.
 - ~~Comply with the independence and other requirements of the HKICPA's *Code of Ethics for Professional Accountants* (the Code); and~~
 - ~~Implement quality control procedures that are applicable to the individual engagement.⁴⁸~~

...

Requirements

HKSAE 3000 (Revised)

12. The practitioner shall not represent compliance with this HKSAE unless the practitioner has complied with the requirements of both this HKSAE and HKSAE 3000 (Revised).

⁴⁴ The term "practitioner" is described in HKSAE 3000 (Revised), *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*, paragraph 12(r), paragraph 4. "Practitioner" is used interchangeably with "auditor" and "reporting accountant" for reporting under the Main Board Listing Rules 4.29(7)/ GEM Listing Rules 7.31(7).

⁴⁵ The *Hong Kong Framework for Assurance Engagements* (the Assurance Framework), paragraphs 25–26, describes the meaning of the term "responsible party." HKSAE 3000 (Revised), paragraph 12(v).

⁴⁶ HKSAE 3000 (Revised), paragraphs 3(a), 20 and 34.

⁴⁷ HKSAE 3000 (Revised), paragraphs 3(b) and 31(a). Hong Kong Standard on Quality Control (HKSQC) 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements*

⁴⁸ HKSAE 3000, paragraphs 4 and 6.

Engagement Acceptance

13. Before agreeing to accept an engagement to report on whether pro forma financial information included in a prospectus has been compiled, in all material respects, on the basis of the applicable criteria, the practitioner shall:
- (a) Determine that ~~the practitioner~~ those persons who are to perform the engagement collectively have ~~has the~~ appropriate competence and ~~capabilities and competence to perform the engagement~~; (Ref: Para. A10)
 - (b) On the basis of a preliminary knowledge of the engagement circumstances and discussion with the responsible party, determine that the ~~applicable~~ criteria that the practitioner expects to be applied are suitable and that it is unlikely that the pro forma financial information will be misleading for the purpose for which it is intended;

...

Planning and Performing the Engagement

Assessing/Determining the Suitability of the Applicable Criteria

14. The practitioner shall ~~assess~~ determine whether the applicable criteria are suitable, as required by HKSAE 3000 (Revised),⁴⁹ and in particular shall determine that they include, at a minimum, that:
- (a) – (c) ...

...

Evaluating the Presentation of the Pro Forma Financial Information

...

27. The practitioner shall read the other information included in the prospectus containing the pro forma financial information to identify material inconsistencies, if any, with the pro forma financial information or the assurance report. If, on reading the other information, the practitioner identifies a material inconsistency or becomes aware of a material misstatement of fact in that other information, the practitioner shall discuss the matter with the responsible party. If correction of the matter is necessary and the responsible party refuses to do so, the practitioner shall take further appropriate action. (Ref: Para. A44)

...

Form of Opinion

...

Modified Opinion

32. In many jurisdictions, the relevant law or regulation precludes publication of a prospectus that contains a modified opinion with regard to whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria. Where this is the case and the practitioner concludes that a modified opinion is nevertheless appropriate in accordance with HKSAE 3000 (Revised), the practitioner shall discuss the matter with the responsible party. If the responsible party does not agree to make the necessary changes, the practitioner shall:
33. In some jurisdictions, the relevant law or regulation may not preclude publication of a prospectus that contains a modified opinion with regard to whether the pro forma financial information has

⁴⁹ HKSAE 3000 (Revised), paragraphs 4924(b)(ii) and A45

been compiled, in all material respects, on the basis of the applicable criteria. In such jurisdictions, if the practitioner determines that a modified opinion is appropriate in accordance with HKSAE 3000 (Revised), the practitioner shall apply the requirements in HKSAE 3000 (Revised)⁵⁰ regarding modified opinions.

...

Preparing the Assurance Report

35. The practitioner's report shall include, at a minimum, the following basic elements: (Ref: Para. A57)

(a) – (e) ...

(f) A statement that the engagement was performed in accordance with HKSAE 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, which requires that the practitioner ~~comply with ethical requirements and~~ plan and perform procedures to obtain reasonable assurance about whether the responsible party has compiled, in all material respects, the pro forma financial information on the basis of the applicable criteria;

(g) A statement that the firm of which the practitioner is a member applies HKSQC 1, or other professional requirements, or requirements in law or regulation, that are at least as demanding as HKSQC 1. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements in law or regulation, applied that are at least as demanding as HKSQC 1.

(h) A statement that the practitioner complies with the independence and other ethical requirements of the Code, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding as Parts A, B and D of the Code related to assurance engagements. If the practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements imposed by law or regulation, applied that are at least as demanding as Parts A, B and D of the Code related to assurance engagements.

Paragraphs 35(g) – (k) will be renumbered accordingly.

Application and Other Explanatory Material

Definitions

Applicable Criteria (Ref: Para. 11(a))

...

A8. The applicable criteria for compiling the pro forma financial information will be suitable in the circumstances if they meet the benchmark requirements set out in paragraph 14.

...

Engagement Acceptance

...

The Responsible Party's Responsibilities (Ref: Para. 13(g))

A11. An engagement in accordance with this HKSAE is conducted on the premise that the responsible party has acknowledged and understands that it has the responsibilities set out in paragraph 13(g). In some jurisdictions, such responsibilities may be specified in the relevant law or

⁵⁰ HKSAE 3000 (Revised), paragraphs 51–5274

regulation. In others, there may be little or no legal or regulatory definition of such responsibilities. An assurance engagement to report on whether pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria is based on the assumption that:

(a – b) ...

Accordingly, this premise is fundamental to the conduct of the engagement. To avoid misunderstanding, agreement is reached with the responsible party that it acknowledges and understands that it has such responsibilities as part of agreeing and recording the terms of the engagement as required by HKSAE 3000 (Revised).⁵¹

...

Preparing the Assurance Report

Title (Ref: Para. 35(a))

A51. A title indicating that the report is the report of an independent practitioner, for example, "Independent Practitioner's Assurance Report on the Compilation of Pro Forma Financial Information Included in a Prospectus," affirms that the practitioner has met all of the relevant ethical requirements regarding independence as required by HKSAE 3000 (Revised).⁵² This distinguishes the report of the independent practitioner from reports issued by others.

...

Appendix 1

Illustrative Practitioner's Report with an Unmodified Opinion

INDEPENDENT PRACTITIONER'S ASSURANCE REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION INCLUDED IN A PROSPECTUS

[Appropriate Addressee(s)]

Report on the Compilation of Pro Forma Financial Information Included in a Prospectus

...

Our Independence and Quality Control

We have complied with the independence and other ethical requirement of the *Code of Ethics for Professional Accountants* issued by the Hong Kong Institute of Certified Public Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The firm applies Hong Kong Standard on Quality Control 1⁵³ and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Practitioner's Responsibilities

...

⁵¹ HKSAE 3000 (Revised), paragraph 2740

⁵² HKSAE 3000 (Revised), paragraph 2044

⁵³ HKSQC 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements

Assurance Engagements Other than Audits or Reviews of Historical Financial Information

We conducted our engagement in accordance with Hong Kong Standard on Assurance Engagements (HKSAE) 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the Hong Kong Institute of Certified Public Accountants. This standard requires that the practitioner ~~comply with ethical requirements and~~ plan and perform procedures to obtain reasonable assurance about whether [*the responsible party*] has compiled, in all material respects, the pro forma financial information on the basis of the [*applicable criteria*].

...