

**Meeting:** International Public Sector Accounting  
Standards Board

**Meeting Location:** Toronto, Canada

**Meeting Date:** September 19–22, 2017

**From:** João Fonseca

## Agenda Item 7

For:

☒ Approval

☒ Discussion

☒ Information

### LEASES

<b>Project summary</b>	Develop revised requirements for lease accounting covering both lessees and lessors in order to maintain convergence with IFRS 16, <i>Leases</i> , to the extent appropriate. The project will result in a new IPSAS that will replace IPSAS 13, <i>Leases</i> .	
<b>Meeting objectives</b>	<b>Topic</b>	<b>Agenda Item</b>
<b>Project management</b>	Instructions up to June 2016 meeting	<a href="#">7.1.1</a>
	Decisions up to June 2016 meeting	<a href="#">7.1.2</a>
	Project roadmap	<a href="#">7.1.3</a>
<b>Decisions required at this meeting</b>	“Double-Counting” versus “Gross” versus “Offset”/“Net”	<a href="#">7.2.1</a>
	Lessor—Measurement of the Underlying Asset	<a href="#">7.2.2</a>
	Concessionary Leases—Measurement	<a href="#">7.2.3</a>
	Presentation and Disclosures	<a href="#">7.2.4</a>
	Amendments to Other IPSASs	<a href="#">7.2.5</a>
	Lessor—Credit Entry (Liability—Unearned Revenue) Related to Subsidy in Concessionary Leases (addendum)	<a href="#">7.2.6</a>
	Transitional Provisions	<a href="#">7.2.7</a>
	Approval of draft Exposure Draft 64, <i>Leases</i> and Exposure Period	<a href="#">7.2.8</a>
<b>Other supporting items</b>	Draft Exposure Draft 64, <i>Leases</i> (marked-up from IFRS 16, <i>Leases</i> , except for the sections approved in previous meetings, and shaded for the sections already approved in previous meetings)	<a href="#">7.3</a>

### INSTRUCTIONS UP TO JUNE 2017 MEETING

Meeting	Instruction	Actioned
June 2016	<p>The IPSASB <b>directed</b> staff to bring the following issues and items to future meetings:</p> <ul style="list-style-type: none"> <li>• Recognition exemptions and threshold of leases of low-value assets;</li> <li>• Presenting some fact patterns based on several types of “peppercorn leases”;</li> <li>• Explaining in more detail the IFRS 16 lessor accounting model;</li> <li>• Analysing how the service concessions model in IPSAS 32, <i>Service Concessions Arrangements: Grantor</i> might be applied for lessor accounting, and compare this approach with IFRS 16 lessor accounting by using some fact patterns;</li> <li>• Present a high level history of the IASB’s project to explore why and when IASB modified their proposals for lessor accounting;</li> <li>• Explain how property and vehicle leases are accounted for in existing guidance in IPSAS 13 and in IFRS 16.</li> </ul>	
September 2016	<p>The IPSASB <b>directed</b> staff to:</p> <ul style="list-style-type: none"> <li>• Draft text to be included in the core Standard on guidance about sales that are in the context of a sale and leaseback transaction, and a draft Basis for Conclusions on why the IPSASB took this decision;</li> <li>• Analyse further lessor accounting models against the criteria of consistency with the Conceptual Framework, internal consistency with IPSASB’s current literature, and consistency with lessee accounting taking into account the overall public sector context.</li> </ul>	
December 2016	<p>The IPSASB <b>directed</b> staff to do additional consistency analysis of Approaches 1 (continuing to recognize the underlying asset in its entirety) and 2 (derecognition of portion of the underlying asset) for lessor accounting with sale and leaseback, explore when on a sliding scale (or spectrum) of transactions does the transfer of the control of assets occur, and IPSAS 16, <i>Investment Property</i>.</p>	

Meeting	Instruction	Actioned
March 2017	<p>The IPSASB <b>directed</b> staff to include additional guidance in the Application Guidance section of the Exposure Draft on leases that are renewed on annual basis for budgetary reasons and to do additional analysis of the relationship between:</p> <ul style="list-style-type: none"> <li>• The Leases project and the Revenue and Non-Exchange Expense project on the economic nature of the credit entry in lessor accounting; and</li> <li>• IFRS 16 accounting requirements of a sale and leaseback transaction below market terms and concessionary leases.</li> </ul>	
June 2017	<p>The IPSASB <b>directed</b> staff to:</p> <ul style="list-style-type: none"> <li>• Include a paragraph in the Basis for Conclusions to explain the IPSASB's decision to retain the term fair value in the Exposure Draft; and</li> <li>• Reassess the paragraphs related to measurement of concessionary leases in both lessee and lessor accounting.</li> </ul>	

### DECISIONS UP TO JUNE 2017 MEETING

Date of Decision	Decision
June 2016	<ul style="list-style-type: none"> <li>To apply the right-of-use model to lessee accounting in the Exposure Draft on Leases;</li> <li>To include in the Basis for Conclusions in the Exposure Draft on Leases the advantages and disadvantages identified by the IPSASB and the reason for IPSASB's decision on the extent of adoption of the right of use model;</li> <li>To adopt the IFRS 16 recognition exemptions in the Exposure Draft on Leases;</li> <li>Recognition exemptions should be an option, rather than a requirement, in the Exposure Draft on Leases;</li> </ul>
September 2016	<ul style="list-style-type: none"> <li>The IPSASB made a tentative decision not to include explicit guidance in an Exposure Draft on the assessment of a sale within the context of a sale and leaseback transaction based on a performance obligation approach, prior to any decision on, and development of, an IPSAS drawn from IFRS 15, <i>Revenue from Contracts with Customers</i>;</li> <li>The IPSASB decided not to adopt the lessor accounting requirements in IFRS 16, <i>Leases</i>;</li> </ul>
December 2016	<ul style="list-style-type: none"> <li>Replace the term "peppercorn leases" with the term "concessionary leases";</li> <li>Measure leases that are exchange transactions at cost and measure concessionary leases at fair value;</li> <li>Account for the subsidized component in a concessionary lease in the same way as in a concessionary loan;</li> </ul>
March 2017	<ul style="list-style-type: none"> <li>To adopt a control-based approach to lessor accounting for the underlying asset in a lease and rejected the approach to derecognize portions of rights of the underlying asset transferred to the lessee;</li> <li>To treat leases for zero or nominal consideration in the Non-Exchange Expense project (transferor side) and IPSAS 23, <i>Revenue from Non-Exchange Transactions</i> (recipient side) like any other donation in kind;</li> <li>Agreed with the draft sections on: (i) lessee–reassessment of the lease liability, lease modifications, and separating components of a contract, and (ii) Lease term without any amendments;</li> <li>Agreed with the draft sections on Sale and Leaseback Transactions, including the Basis for Conclusions, without amendments;</li> <li>Not to include the IFRS 15, <i>Revenue from Contracts with Customers</i> guidance on repurchase agreements (including the guidance on sale and leaseback) in IPSAS 9, <i>Revenue from Exchange Transactions</i>, and include the guidance later in the new or revised IPSAS on Revenue;</li> </ul>

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## 7.1.2

June 2017	<ul style="list-style-type: none"> <li>• To amend IFRS 16 terms “income”, “profit”, “loss”, “business unit” and “business segment” and apply, respectively, the Conceptual Framework and IPSASs terminology of “revenue”, “surplus”, “deficit”, “operation” and “segment” in the Exposure Draft;</li> <li>• To retain the IFRS 16 term fair value in the Exposure Draft;</li> <li>• To include a paragraph in the Basis for Conclusions to explain the IPSASB’s decision to retain the term fair value in the Exposure Draft;</li> <li>• To add the references to the objectives of public sector financial reporting of accountability and decision-making in paragraph 1 of the Exposure Draft;</li> <li>• To exclude from the scope section of the Exposure Draft the reference to scoping out leases for zero or nominal consideration;</li> <li>• To retain the IFRS 16 term “contract” in the definition of a lease and provide additional guidance in the Application Guidance section of the Exposure Draft to explain that an entity should consider the substance rather than the legal form of an arrangement in determining whether it is a “contract” for the purposes of the Standard on Leases;</li> <li>• Not to define the term “contract” for consistency with the Exposure Draft to update IPSAS 28-30;</li> <li>• To retain the IFRS 16 definition of interest rate implicit in the lease and unguaranteed residual value;</li> <li>• To apply the recognition exemption on short-term leases for lessor accounting;</li> <li>• Not to apply the recognition exemption for leases of low-value assets and include a specific matter for comment to ask constituents whether they agree with such recognition exemption for lessors;</li> <li>• Agreed with the paragraphs in the Exposure Draft sections on identifying a lease, in-substance fixed lease payments, and lessee involvement with the underlying asset before the commencement date;</li> <li>• To exclude from the Exposure Draft the IFRS 16 requirements on manufacturer or dealer lessor;</li> <li>• To replace the reference to IFRS 15, Revenue from Contracts with Customers with IPSAS 9, <i>Revenue from Exchange Transactions</i> in paragraph 18 of the draft Exposure Draft;</li> <li>• Agreed with the paragraphs on lease modifications for lessor accounting in the draft Exposure Draft;</li> <li>• Not to apply the IFRS 16 requirements on sale and leaseback transactions at below market terms, and decided to account the subsidized component in leaseback transactions at below market terms in the same way as in concessionary leases in order to meet the public sector financial reporting objectives of accountability and decision-making;</li> <li>• To label the credit entry in lessor accounting as “liability (unearned revenue)” because it is consistent with the credit entry in the grant of a right to the operator model in IPSAS 32, <i>Service Concession Arrangements: Grantor</i>;</li> <li>• Agreed with paragraphs in the Exposure Draft on initial and subsequent measurement of the lease receivable, the unearned revenue (credit entry), and reassessment of the lease receivable;</li> </ul>
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### LEASES PROJECT ROADMAP

Meeting		Objective: IPSASB to consider:
2016	March	<ol style="list-style-type: none"> <li>1. Education Session on IFRS 16</li> <li>2. First draft of Project Brief, <i>Leases</i></li> </ol>
	June	<ol style="list-style-type: none"> <li>1. Approval of Project Brief, <i>Leases</i></li> <li>2. Lessee—Applicability of IFRS 16 recognition and measurement requirements to public sector financial reporting</li> <li>3. Lessee—“Peppercorn” leases (no decision taken)</li> <li>4. Lessor—Applicability of IFRS 16 recognition requirements to public sector financial reporting</li> </ol>
	September	<ol style="list-style-type: none"> <li>1. Lessor—Applicability of grant of a right to the operator model in IPSAS 32 to lessor accounting (right-of-use model)</li> <li>2. Sale and leaseback transactions</li> <li>3. Lessee—Recognition Exemptions—Threshold of leases for which the underlying asset is of low value</li> </ol>
	December	<ol style="list-style-type: none"> <li>1. Lessor—Analysis of lessor accounting approaches to the right-of-use model</li> <li>2. Lease—Measurement (including concessionary leases)</li> </ol>
2017	March	<ol style="list-style-type: none"> <li>1. Lessor—Analysis of lessor accounting approaches for the right-of-use model</li> <li>2. Leases for zero or nominal consideration</li> <li>3. Lessee—Reassessment of the lease liability and lease modifications; lease term</li> <li>4. Sale and leaseback transactions—Draft section of Core Standard and Basis for Conclusions</li> </ol>
	June	<ol style="list-style-type: none"> <li>1. Terminology—Conceptual Framework and IPSASs</li> <li>2. Objective, Scope and Definitions</li> <li>3. Lessor: Recognition Exemptions</li> <li>4. Identifying a lease, in-substance fixed lease payments, and lessee involvement with the underlying asset before the commencement date</li> <li>5. Manufacturer or dealer lessor</li> <li>6. Lessor—Separating components of a contract</li> <li>7. Lessor—Lease modifications</li> <li>8. Sale and leaseback transactions below market terms</li> <li>9. Lessor—Credit entry</li> <li>10. Lessor—Measurement</li> <li>11. Review of first draft of the authoritative section of the ED—except Application Guidance</li> </ol>

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## 7.1.3

Meeting		Objective: IPSASB to consider:
	September	<ol style="list-style-type: none"> <li>1. Concessionary Leases—Measurement</li> <li>2. Presentation and Disclosures</li> <li>3. Lessor—Measurement of the Underlying Asset</li> <li>4. Transition Requirements</li> <li>5. Amendments to Other IPSASs</li> <li>6. Approval and Exposure Period</li> </ol>
	December	Exposure period
2018	March	
2018	June	<ol style="list-style-type: none"> <li>1. Review of Responses—Objective, Scope and Exemptions</li> <li>2. Review of Responses—Identifying a lease</li> <li>3. Review of Responses—Recognition and measurement</li> </ol>
	September	<ol style="list-style-type: none"> <li>1. Review of Responses—Presentation</li> <li>2. Review of Responses—Disclosures</li> <li>3. Review of Responses—Sale and Leaseback Transactions</li> <li>4. Review of Responses—Terminology—Conceptual Framework</li> </ol>
	December	<ol style="list-style-type: none"> <li>1. Review of Responses—Transition Requirements</li> <li>2. Review of draft IPSAS</li> <li>3. Approval of new IPSAS</li> </ol>

### “Double-Counting” versus “Gross” versus “Offset”/“Net”

#### Question

1. Whether the IPSASB agrees with staff’s views on “double-counting”, “gross”, and “offset”/“net”.

#### Detail

##### *Meaning of “Double-Counting”, “Gross” and “Offset”/“Net”*

2. Double-counting in accounting is where a single transaction (economic phenomenon) is recognized or counted more than once. Double-counting is an accounting error because it leads to a misrepresentation of financial performance and financial position.
3. The IPSASB’s literature addresses the principle of avoiding double-counting in several IPSAS<sup>1</sup>, as follows: assets and liabilities recognized in the financial statements should not be repeated or used for recognition and measurement of other assets<sup>2</sup>.
4. Unlike double-counting, “gross” and “offset”/“net” is related to presentation of elements in the financial statements, and do not give rise to accounting errors.
5. The Conceptual Framework and IPSAS 1, *Presentation of Financial Statements* provide guidance on the presentation of elements. The Basis for Conclusions of the Conceptual Framework states that determining whether “gross” or “net” is appropriate should be “at standards level, dependent on which treatment better meets the objectives of financial reporting<sup>3</sup>.”
6. According to IPSAS 1.48 “assets and liabilities, and revenue and expenses, shall not be offset unless required or permitted by an IPSAS.” This is because “offsetting in the statement of financial performance or the statement of financial position, except when offsetting reflects the substance of the transaction or other event, detracts from the ability of users both (a) to understand the transactions, other events and conditions that have occurred, and (b) to assess the entity’s future cash flows.”<sup>4</sup>
7. Therefore, staff is of the view that because of the different meaning of “double-counting” and “gross” in IPSASB’s literature they should not be used interchangeably.

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<sup>1</sup> For example, paragraph 59 of IPSAS 16, *Investment Property* and paragraph 56 of IPSAS 26, *Impairment of Cash-Generating Assets*.

<sup>2</sup> This statement is based on paragraphs IPSAS 16.59 and IPSAS 26.56

<sup>3</sup> For example, in paragraph BC5.59 “The IPSASB considered whether the definition of revenue should specify that the increase in net financial position is “gross” or “net”. The IPSASB acknowledges that a gross approach might not be appropriate in areas such as the disposal of property, plant, and equipment where such an approach would require the full disposal proceeds to be recognized as revenue, rather than the difference between the disposal proceeds and the carrying amount. Conversely, a net approach might be similarly inappropriate in certain circumstances—for example, the sale of inventory. The IPSASB concluded that whether the increase in net financial position represented by revenue is presented gross or net should be determined at standards level, dependent on which treatment better meets the objectives of financial reporting.”

<sup>4</sup> IPSAS 1.49



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### *Is double-counting resolved by offsetting/netting?*

8. Having discussed the principle of double-counting and how it is addressed in IPSASB's literature, staff will now discuss whether double-counting is resolved by offsetting/netting.
9. Some could argue that double-counting is resolved by offsetting because the transaction(s) would be presented on a net basis.
10. Staff is of the view that double-counting:
  - (a) Is not resolved in IPSAS by offsetting one transaction against another transaction or one element against another; and
  - (b) Is only resolved in IPSAS by not repeating the accounting of the same transaction more than once.
11. As a result, staff is also of the view that if an entity tries to solve the problem of double-counting by offsetting transaction(s), this would impair the qualitative characteristics of financial information of relevance, faithful representation, understandability and verifiability because it would be applying an inappropriate accounting procedure according to IPSAS 3.47<sup>5</sup>.
12. Staff has reservations that the public interest can be met when applying inappropriate accounting procedure as it would mislead users of financial statements.

### **Decisions required**

13. Does the IPSASB agree with staff's view that:
  - (a) Double-counting and grossing up should not be used interchangeably in IPSASB's literature? and
  - (b) Double-counting is not resolved by offsetting/netting?

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<sup>5</sup> IPSAS 3.47 requires an entity to restate the comparative amounts or the opening balances of assets, liabilities and net asset/equity and not offsetting.

### Lessor—Measurement of the Underlying Asset

#### Question

1. Does the IPSASB agree with staff's proposal in draft Exposure Draft (ED) 64 on measurement of the underlying asset?

#### Detail

##### *Background*

2. The IPSASB agreed in March 2017 that for lessor accounting ED 64 should adopt a control-based approach to the recognition and derecognition of the underlying asset in a lease. The IPSASB also considered and rejected an alternative approach that required the derecognition of portions of rights to the underlying asset transferred to the lessee because it was not consistent with the controlled-based approach to the recognition/derecognition of assets in IPSASB's literature (Conceptual Framework, IPSAS 16, *Investment Property*, IPSAS 17, *Property, Plant, and Equipment*, IPSAS 31, *Intangible Assets* and IPSAS 32, *Service Concession Arrangements: Grantor*)<sup>6</sup>.
3. At the June 2017 meeting, the IPSASB agreed that the lessor should recognize a lease receivable and a liability for the unearned revenue in a lease transaction, resulting in a "gross up"<sup>7</sup> of the statement of financial position. However, the net financial position of the lessor does not change. The lessor's accounting treatment is also consistent with IPSAS 32 requirements for the grant of a right to the operator model with existing assets<sup>8</sup>.
4. As noted to the Board in June 2017, the approach to recognition of the underlying asset in its entirety proposed in the ED is consistent with the lessor accounting model required by the [Governmental Accounting Standards Board](#) (GASB) and under development by the [Federal Accounting Standards Advisory Board](#) (FASAB).

##### *Staff's proposal in draft ED 64*

5. Consistent with previous IPSASB's decisions, staff proposes in draft ED 64:
  - (a) To measure the underlying asset in accordance with IPSAS 16, IPSAS 17 or IPSAS 31, as appropriate (paragraph 95); and
  - (b) Paragraphs in the Basis for Conclusions explaining that:
    - (i) The lessor accounting requirements do not give rise to double-counting under the cost model (paragraph BC54(a));

<sup>6</sup> A full description of the arguments for the two approaches to lessor accounting can be found in the Issues Papers of [December 2016](#) and [March 2017](#) meetings. Minutes of [March 2017](#) meeting summarizes the reasons for the IPSASB's decision.

<sup>7</sup> "Gross up" means that both the underlying asset and the lease are recognized separately and not offset by one another, as it was proposed in the approach to derecognize portions of rights that the IPSASB rejected.

<sup>8</sup> Under this model, the grantor also transfer to the operator rights over an existing asset controlled by the grantor (right to charge users, right to access and do maintenance of the service concession asset) and does not transfer the entirety of the asset. The grantor also recognizes a liability (unearned revenue) and a receivable for the amount that is not fully paid upfront by the operator.

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- (ii) In order to avoid double-counting under the fair value model, IPSAS 16.59 provides guidance on measurement after recognition., and therefore there is no need to replicate that guidance in draft ED 64 (paragraph BC56); and
  - (iii) Offsetting in lessor accounting is inappropriate because of the different economic natures of the underlying asset, the lease receivable and the liability (unearned revenue) (paragraphs BC57–BC61). The lease receivable is balanced by the liability (unearned revenue) with no impact in net financial position.
6. Staff notes that this proposal was also agreed with a TBG member that raised concerns on possible double-counting in lessor accounting.

### **Decisions required**

7. Does the IPSASB agree with the staff's proposal on measurement of the underlying asset in draft ED 64?

**Concessionary Leases—Measurement****Question**

1. Does the IPSASB agree with staff's proposal on measurement of concessionary leases in draft ED 64?

**Detail***Background*

2. At the December 2016 meeting, the IPSASB decided to:
  - (a) Measure leases that are exchange transactions at cost and measure concessionary leases at fair value; and
  - (b) Account the subsidized component of concessionary leases in the same way as for concessionary loans.
3. Consistent with this direction, staff included paragraphs in draft ED<sup>9</sup> related to measurement of concessionary leases at fair value in both lessee and lessor.
4. At the June 2017 meeting, the IPSASB decided to:
  - (a) Exclude from the scope section of the ED the reference to scoping out leases for zero or nominal consideration in order to ensure consistency with IPSASB's ED 62 to update IPSAS 28-30 related to grants in concessionary loans<sup>10</sup>; and
  - (b) Remove from draft ED 64 the paragraphs on measurement of concessionary leases at fair value because they need to be reassessed for consistency with previous IPSASB's decisions.
5. Staff also received a suggestion from an IPSASB member to include additional guidance and illustrative examples on how to account for concessionary leases under the recognition exemptions.

*Concessionary Leases—General Guidance*

6. At the December 2016 meeting, the IPSASB decided to measure concessionary leases at fair value because:
  - (a) The cost would not allow to capture the subsidized component in a concessionary lease; and
  - (b) The value of the right-of-use asset would be undervalued.
7. The version of draft ED 64 that was discussed at the June 2017 meeting proposed to measure the lease liability for lessees and the lease receivable for lessors at fair value using a market interest rate to discount the lease payments.

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<sup>9</sup> By suggestion of an IPSASB member, paragraphs 32 and 33 have been amended in this version of draft ED in order to clarify the linkage with paragraphs AG44–AG47 of draft ED.

<sup>10</sup> ED 62 reflects the requirements in IPSAS 29.

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8. Some IPSASB members expressed the view that the lease payments should be discounted using the lessee's incremental borrowing rate or the interest rate implicit in the lease (contractual rate).
9. After analyzing the issue, staff is of the view that lease payments should be discounted using a market interest rate for the following reasons:
  - (a) Avoids overvaluing the lease liability/receivable in the statement of financial position in the cases where the market interest rate is higher than the contractual rate—This measurement is consistent with concessionary loans in IPSAS 29, *Financial Instruments: Recognition and Measurement*.
  - (b) Avoids undervaluing the interest revenue/expense of the lease in the statement of financial performance—The real cost or gain in a concessionary lease is higher than what it is in the contract. This measurement is consistent with concessionary loans in IPSAS 29, *Financial Instruments: Recognition and Measurement*.
  - (c) For lessee's, using the incremental borrowing rate does not work in the situations where the lessee obtains funds in a different economic environment (for example, in a concession environment).
10. The illustrative examples 23–24 on concessionary leases and illustrative example 29 on sale and concessionary leaseback transaction show the application of the requirements of draft ED 64.
11. For the above reasons, staff recommends the IPSASB to measure the contractual lease payments in concessionary leases using market interest rates<sup>11</sup>.

### Concessionary Leases—Recognition Exemptions

12. Staff proposes to account the subsidized component of a concessionary leases under recognition exemptions in a different way from the general guidance for concessionary leases, as follows: the subsidized component is included in the cost of the lease and, therefore, it is not separately recognized<sup>12</sup>.
13. Staff proposes different accounting for the subsidized component because they are related to the recognition exemptions. In other words, the general guidance for accounting the subsidized component in leases under recognition exemptions is not applicable in the same way as the general guidance for lease accounting.
14. TBG and staff identified several advantages and disadvantages of this proposal:

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<sup>11</sup> Paragraphs 38 and 77 of draft ED 64.

<sup>12</sup> Paragraphs 13 and 14 of draft ED 64.

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Advantages	Disadvantages
<ul style="list-style-type: none"> <li>• Cost benefit—Separate accounting of the subsidized component outweighs its benefits in the same way as for the requirements in lease accounting.</li> <li>• Understandability—Proposed accounting is consistent with the old operating leases, from which the accounting requirements for the recognition exemption are based.</li> </ul>	<ul style="list-style-type: none"> <li>• By not accounting separately the subsidized component, it can impair faithful representation and relevance, especially in short-term leases with high-value underlying assets.</li> <li>• It is not consistent with the requirements under the general guidance for concessionary leases.</li> </ul>

15. Overall, staff recommends the IPSASB to adopt the requirements for concessionary leases under recognition exemptions proposed in the draft ED for cost-benefit reasons.

### Decisions required

16. Does the IPSASB agree with the staff's recommendation to:
- (a) Use market interest rates to discount the lease payments?
  - (b) Adopt the requirements for concessionary leases under recognition exemptions proposed in draft ED 64?

**Presentation and Disclosures****Question**

1. Does the IPSASB agree with staff's approach to presentation and disclosures in draft ED 64?

**Detail***Lessee accounting (Paragraphs 55–69 of the draft Exposure Draft)*

2. Draft ED 64 includes the guidance from IFRS 16 on presentation and disclosures amended for IPSASB's literature.
3. Staff also proposes to include disclosure requirements for concessionary leases that reflect those for concessionary loans in IPSAS 30.37 to the extent possible.
4. Staff has not identified public sector specific reasons that warrant a different approach to disclosures for concessionary leases than for concessionary loans.
5. Therefore, staff recommends including the guidance on presentation and disclosures from IFRS 16 and disclosures on concessionary leases based on IPSAS 30.37 in ED 64.

*Lessor accounting (Paragraphs 93–105 of the draft Exposure Draft)*

6. On presentation, staff proposes adopting:
  - (a) The IFRS 16 requirement to present underlying assets subject to leases in its statement of financial position according to the nature of the underlying asset; and
  - (b) The symmetrical requirements for lessee accounting to the extent possible<sup>13</sup>.
7. On disclosure, staff proposes adopting:
  - (a) The IFRS 16 requirements on finance leases and operating leases to the extent possible;
  - (b) The symmetrical requirements in lessee accounting to the extent possible; and
  - (c) Include the disclosures requirements for concessionary loans in IPSAS 30.37.

**Decisions required**

8. Does the IPSASB agree with staff's approach to presentation and disclosures in draft ED 64?

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<sup>13</sup> Staff notes that IFRS 16 retained some requirements of the risks and rewards model.

**Amendments to Other IPSASs****Question**

1. Whether the IPSASB agrees with staff's approach to amendments to other IPSASs in the draft Exposure Draft on Leases.

**Detail**

2. The draft Exposure Draft on Leases provides two major types of amendments to other IPSASs, as follows:
  - (a) IFRS 16 related amendments to IPSAS that are drawn from IFRSs (identified in marked-up and struck through for IPSASB's information); and
  - (b) IPSAS specific amendments to IPSAS because of the IPSASB's decision to depart from IFRS 16 in lessor accounting and the specific guidance on concessionary leases (identified in double marked-up and double struck through for IPSASB's information<sup>14</sup>).
3. Staff did not identify consequential amendments to other IPSASs related to the Leases project.
4. Given the substantial changes to IPSAS 16, *Investment Property*, staff also proposes to publish a full marked-up Standard in order to help IPSASB's constituents better understand the amendments. Staff notes that the IASB also published a full marked-up IAS 40, *Investment Property* with IFRS 16, *Leases*.

**Decisions required**

5. Does the IPSASB agree with staff's approach to amendments to other IPSASs in the draft Exposure Draft on Leases?

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<sup>14</sup> Staff notes that the published version of the Exposure Draft will all be only in marked-up and struck through.



### Lessor—Credit Entry (Liability—Unearned Revenue) Related to Subsidy in Concessionary Leases

#### Question

1. Does the IPSASB agree with staff's options for the lessor's credit entry for the subsidy granted in a concessionary lease?

#### Detail

##### *Background*

2. At the March 2016 meeting, the IPSASB discussed the [Project Brief, Leases](#) for the first time. At that meeting, the IPSASB decided not to approve the Project Brief and directed staff to include the accounting treatment of leases on nominal or subsidized terms in the scope of the Leases project<sup>15</sup>.
3. At the June 2016 meeting, the IPSASB approved the Project Brief. "Peppercorn leases" (later renamed "concessionary leases") were included in the scope<sup>16</sup>.
4. At the December 2016 meeting, the IPSASB decided to measure leases that are exchange transactions at cost and measure concessionary leases at fair value. The subsidized component in a concessionary lease should be accounted for by a lessor in the same way as for a lender of a concessionary loan by recognizing a day one expense.<sup>17</sup>
5. At the June 2017 meeting, the IPSASB decided to account for the credit entry as a liability (unearned revenue) of the lessor. At this meeting, the IPSASB also decided to recognize separately the subsidized component in a sale and concessionary leaseback.
6. These decisions are reflected in the proposed BC31–BC69 and BC73.75 of ED 64 presented in the September agenda papers (Agenda Item 7.3).
7. A simple illustration of the accounting arising from the proposals in ED 64 on concessionary leases for lessees and lessors, is as follows:
  - (a) For lessees:
    - (i) Debit – Right-of-use Asset (fair value) 100
    - (ii) Credit – Lease liability (fair value of lease payments<sup>18</sup>) 80
    - (iii) Credit – Liability or non-exchange revenue<sup>19</sup> (fair value of subsidized component) 20
  - (b) For lessors:
    - (i) Debit – Lease receivable (fair value of lease payments) 80

<sup>15</sup> See minutes for the March 2016 meeting [here](#).

<sup>16</sup> See minutes for the June 2016 meeting [here](#).

<sup>17</sup> See minutes for the June 2016 meeting [here](#).

<sup>18</sup> The present value of the lease payments in the lease agreement discounted using a current discount rate

<sup>19</sup> If there was no return condition (per the requirements in IPSAS 23, the lessee would recognise revenue on day one).

# Agenda Item

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- (ii) Debit – Expense (fair value of subsidized component) 20
  - (iii) Credit – Liability (unearned revenue) (fair value of subsidized component plus fair value of lease payments) 100
8. Staff has also included Illustrative Example 26 in ED 64 showing the initial and subsequent journal entries for a lessor with a concessionary lease.
  9. This issues paper discusses a new issue raised by an IPSASB member related to the credit entry in lessor accounting when the transaction is non-exchange in nature.
  10. An IPSASB member has questioned the economic nature of the lessor's credit entry for the subsidized portion of a concessionary lease as described in BC66. The key issue is whether recognizing a liability (unearned revenue) that is greater than the lease receivable, is faithfully representative of that revenue and relevant to depictions of a lessor's financial performance and financial position. These concerns were discussed with IPSASB staff at a teleconference on September 6<sup>th</sup>, and Options 1, 3–6 were identified and discussed at that teleconference. Staff has included Option 2 in order to provide the IPSASB with a full range of options.
  11. This issue has not previously arisen in IPSASB's literature. The approach for accounting for the subsidized component in the liability (unearned revenue) (credit entry) for lessors in ED 64 arose from the IPSASB's decision that a lessor should recognize an expense for the subsidized component of a concessionary lease. A credit entry is necessary to balance the debit (expense) for the subsidized component.
  12. The accounting treatment of a subsidized component in the liability (unearned revenue) has not been addressed elsewhere in IPSASs in accounting for service concession arrangements and financial instruments because:
    - (a) IPSAS 32, *Service Concession Arrangements: Grantor* and IPSAS 9, *Revenue from Exchange Transactions* only deal with exchange transactions; and
    - (b) In dealing with concessionary loans in accordance with IPSAS 29, *Financial Instruments: Recognition and Measurement* the credit entry is the derecognition of cash transferred to the loan recipient.

### *IPSASB member's comments*

13. According to the IPSASB member, in a concessionary loan, the lender advances a nominal amount of cash to a borrower, and the lender initially writes down the loan asset to its fair value (i.e. the "credit entry") and recognizes a concession expense on day one (i.e. the debit entry). Subsequently, as the repayments of the nominal amount are made, the lender's initial loan write-down is unwound over the term of the loan as interest income using the effective interest rate method.
14. In determining concessionary loan accounting, the IPSASB concluded that the initial granting of the loan results in a commitment of resources, in the form of a loan and a subsidy on day one. The IPSASB formed a view that initial recognition of this subsidy as an expense on recognition of the transaction provides the most useful information for accountability purposes (Refer BC 14 & 15 of IPSAS 29). After initial recognition, a lender subsequently measures concessionary loans using the categories of financial instruments in IPSAS 29 e.g., loans and receivables are measured at amortized cost using the effective interest rate method under IPSAS 29.

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15. Applying the concessionary loan accounting to concessionary leases, the IPSASB also agreed that the initial recognition of the subsidy as a lessor expense also provides the most useful information for accountability purposes. Therefore, the initial granting of a concessionary lease results in the commitment of a resource (in the form of a right-of-use asset) and a subsidy on day one. However, the IPSASB member questions whether the “credit entry” in relation to the lessor subsidy expense on day one should be treated as a liability (unearned revenue) as analogous to the write down of the loan to fair value in a concessionary loan. The IPSASB member also questions whether the subsequent unwinding of the subsidy in a concessionary lease should be recognized as lessor revenue over the term of the lease as an analogy to a lender recognizing interest revenue using the effective interest rate in a concessionary loan.
16. The IPSASB decided that lessor revenue should be recognized over the lease term and the credit entry should be initially recognized as a liability (unearned revenue). The IPSASB decided that the reasons provided in IPSAS 32.BC29–BC39 for the accounting for the credit entry in the grant of a right to the operator model in a service concession are also applicable to lessor accounting. IPSAS 32.BC29–BC39 refers to where an operator recoups the price of the service concession asset by earning revenue from third party users. In IPSAS 32 the IPSASB determined that, by analogy to IPSAS 9, revenue should be recognized over the term of the arrangement, rather than immediately. Consequently, until the criteria for recognition of revenue have been satisfied, the credit is recognized as a liability.
17. While the IPSASB member agrees with proposed approach for the credit entry for the exchange portion of the lease, the member notes that IPSAS 32 and IPSAS 9 only deal with exchange transactions and questions whether this same analogy of the “credit entry” on day one can therefore be applied to the lessor expense for the subsidized component.

### *Options for the Subsidized Component of the Credit Entry*

18. Staff agreed that the issue identified in paragraphs 10–11 should be brought to the September meeting for the IPSASB’s consideration as it has not previously been discussed. The following options have been identified to deal with the lessor’s credit entry in concessionary leases:
  - Option 1 – Retain the approach in draft ED 64;
  - Option 2 – Treat the credit entry as revenue on day one;
  - Option 3 – Scope all concessionary leases out of ED 64 and consider accounting for concessionary leases in the revenue and non-exchange expense projects;
  - Option 4 – Scope concessionary leases for lessors out of ED 64 and consider lessor accounting for concessionary leases in the non-exchange expenses project;
  - Option 5 – Recognize concessionary leases for lessors only at cost i.e., the transaction price; or
  - Option 6 – Treat the subsidy expense as a trigger of impairment for the lessor’s underlying asset and recognize an impairment expense on day one: Debit – Concessionary Expense / Credit – Asset Impairment.
19. The following paragraphs describe each option in more detail and identifies their advantages and disadvantages.

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### ***Option 1 - Continue with the approach in draft ED 64***

20. This option is based on the view that the economic nature of the credit entry is independent of the debit entry (cash, receivable or grant). In other words, the accrual basis of accounting requires a credit entry to be made whether the debit is cash (received upfront), lease receivable (received over the term of the lease contract), or a grant (no/partial payment for the right-of-use asset). The credit entry in lessor accounting matches the right-of-use asset in lessee accounting.
21. If the IPSASB continues with the current approach in ED 64, it is recommended that a additional paragraphs are included in the Basis of Conclusions explaining why the credit entry for the subsidy is a liability (unearned revenue). It could be argued that the credit entry to liability (unearned revenue) (and the subsequent unwinding through lessor's revenue) reflects the granting back of the subsidized portion of the right-of-use asset from the lessee progressively over the lease term, resulting in the lessor recognizing income over that period. In other words, the unwinding of the initial concession expense is analogous to grant revenue. By the time the right-of-use asset is returned to the lessor, the unearned revenue related to the subsidized portion has been fully amortized.
22. Staff acknowledges a view that recognizing the lessor's credit entry related to the subsidy as a liability is inconsistent with the treatment of the lender's credit entry for the subsidy in a concessionary loan (recognized as a write down of a loan asset). Also users may not easily understand why a lessor's revenue over the lease term exceeds the lease receivable.
23. However, a converse view is that comparing the approach to the credit entry in concessionary leases and concessionary loans is not appropriate for "derecognition". This is because in loan accounting the credit entry gives rise to a derecognition of an asset (cash) and in the lease accounting model adopted by the IPSASB the credit entry does not give rise to the derecognition of the underlying asset or portions of it. The underlying asset and the lease are separate economic phenomena.
24. This is consistent with the IPSASB's previous decision and requirements elsewhere in IPSASB's literature that an underlying asset should only be derecognized in its entirety on disposal or when no future economic benefits or service potential are expected from its disposal<sup>20</sup>.
25. Under this view, a loan contract and a leasing contract are comparable at recognition because both lead to the recognition of assets (loan and a lease receivable, respectively). This is the common factor that leads staff to conclude that both loans and leases are financing arrangements for which comparable information should be provided to users. This is also consistent with IPSASB's decision that the lessor should recognize a day one loss for the subsidy granted because different accounting treatments for similar transactions potentially risk arbitrage.
26. The advantage of this option is that the lessor's unwinding of the initial concession expense over the lease term and the lender's unwinding of the initial write down of a loan to fair value are both consistently treated as a revenue item.
27. The disadvantage of this option is that it creates a mismatch between the recognition of expense and revenue for the same subsidized component. The expense is recognized on day one, whereas the revenue is recognized over the lease term. Users might not understand this mismatch for essentially the same subsidized component.

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<sup>20</sup> This is consistent with IPSAS 16.77, IPSAS 17.82, and IPSAS 31.111

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### ***Option 2 - Treat the credit entry as revenue on day one***

28. The IPSASB might take the view that recognizing the subsidized component as revenue on day one would better meet the objectives of public sector financial reporting and the qualitative characteristics of financial information because of the mismatch in the timing of recognition in Option 1. If Option 2 is adopted, then the impact of the subsidized component in the statement of financial performance would be zero.
29. However, some might take the view that recognizing revenue on day one is not appropriate because the lessor still has a performance obligation to provide access to the underlying asset to the lessee over the lease term, regardless whether the transaction is exchange or non-exchange in nature.
30. The advantage of this option is that it has zero impact on surplus or deficit. The disadvantage is that recognizing revenue on day one when the lessor still has an obligation to provide access to the underlying asset to the lessor is misleading.

### ***Option 3 - Scope all concessionary leases out of ED 64 and consider the accounting for all concessionary leases in the revenue and non-exchange expense projects***

31. If this option is adopted, then the IPSASB would issue an ED only for leases at market terms and defer consideration of accounting for concessionary leases to the exposure draft stage of the revenue and non-exchange expenses project. This option would reverse a previous IPSASB decision to provide guidance on concessionary leases in ED 64.
32. The disadvantage of this option is that concessionary leases are common in the public sector, and constituents may be frustrated if the IPSASB does not propose requirements and guidance in ED 64 on concessionary leases for both lessees and lessors.

### ***Option 4 - Scope concessionary leases for lessors out of ED 64 and consider accounting for lessor concessionary leases in the non-exchange expenses project***

33. If this option is adopted, then ED 64 would only include requirements and guidance for lessee accounting for concessionary leases. This option would also reverse a previous IPSASB's decision to provide guidance on below market leases in ED 64, for both lessors and lessees.
34. The advantage of this option is that the lessee accounting proposed is consistent with IPSAS 23 and provides constituents an opportunity to comment on the concessionary lease proposals for lessees. Another advantage of this option is that the principles for accounting for below market leases and leases for nominal consideration from a lessor's perspective can be considered together in the non-exchange expense project.
35. The disadvantage of this option is that the IPSASB would be silent on lessor accounting for concessionary leases, and this could be frustrating to constituents.

### ***Option 5 - Recognize concessionary leases for lessor only at cost***

36. The option would propose that lessors account for concessionary leases at cost, and therefore would not recognize an expense for the concession granted. This option would also reverse a previous IPSASB' decision to measure concessionary leases at fair value.
37. The advantage of this option is that it is simple and may result in an accounting treatment that is easier to understand. The disadvantages of this option are that it is inconsistent with the:

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- (a) Approach adopted for lessee accounting where the concession received is recognized as revenue separately from the underlying asset;
- (b) Requirement in IPSAS 29 that a lender recognizes an expense for the concessionary component of a concessionary loan; and
- (c) Accrual basis of accounting more generally—the accounting for concessionary leases by lessors would be based only on cash-flows.

***Option 6 – Treat the subsidy expense as a trigger of impairment to the lessor's underlying asset and recognize an impairment expense on day one***

- 38. This option would result in the lessor recognizing an initial impairment of the underlying asset as an expense and subsequently a reversal of that expense, either progressively over the term of the lease (on the basis that the closer to the end of the lease term, the less impaired the underlying asset is), or at the end of the lease term.
- 39. The advantage of the impairment option is that it would be similar to the treatment of a concessionary loan from the lender's perspective where the financial asset is written down on day one for the impairment arising from the concession granted. With a concessionary lease, it could be argued that the resource being advanced at a subsidized rate is a portion of the underlying asset in a lease, with this portion of the underlying asset returned at the end of the lease (similar to the loan principal being repaid). Following this logic, the lessor's subsidy granted would be best reflected as an impairment of the underlying asset on day one.
- 40. The disadvantage of this option is that it is very complex. There is also an argument that the underlying asset should not be impaired for concessionary lease terms because, while it is not generating a market-based financial return, it is providing service potential. Requiring an impairment charge for all underlying assets in lease contracts regardless of the lease terms might be considered an accounting construct, which does not reflect economic reality.

*Conclusion*

- 41. Staff considers that none of these options are optimal.
- 42. If the IPSASB decides to adopt:
  - (a) Option 5, then there is no credit entry for the subsidized component; or
  - (b) Option 3 and Option 4, then there is no need to consider the issue in the Leases project.
- 43. If the IPSASB does not decide on Options 3, 4 and 5, then it needs to assess the economic nature of the credit entry. In this context, the IPSASB needs to decide whether a lease contract being a non-exchange transaction, rather than an exchange transaction, impacts the economic nature of the credit entry that the IPSASB agreed at the June 2017 meeting.

**Decisions required**

- 44. Which option does the IPSASB want to adopt in ED 64?

### **Transitional Provisions**

#### **Question**

1. Does the IPSASB agree with staff's approach to transitional provisions in draft ED 64?

#### **Detail**

2. Draft ED 64 includes the guidance from IFRS 16 modified to reflect IPSASB's terminology in definition of a lease and for lessees.
3. Staff also proposes that the transition requirements for lessors should mirror those for lessees to the extent possible.
4. Staff recommends the adoption of the transitional requirements from IFRS 16 in draft ED 64.

#### **Decisions required**

6. Does the IPSASB agree with the transitional provisions proposed by staff in draft ED 64?

**Approval of draft Exposure Draft 64, Leases and Exposure Period****Question**

1. Whether the IPSASB approves Exposure Draft 64, *Leases*.

**Detail***Approval of draft Exposure Draft 64*

2. At the June 2017 meeting the IPSASB made a page-by-page review of the authoritative section of the draft Exposure Draft except the application guidance section. The Exposure Draft identifies in shading the paragraphs agreed by IPSASB at the March and June 2017 meetings.
3. The application guidance section of the draft Exposure Draft includes paragraphs:
  - (a) Without any amendments from IFRS 16, for which staff did not identify a public sector specific reason that warrant different guidance;
  - (b) In struck through, for which the IPSASB already took a decision to depart from IFRS 16 in lessor accounting; and
  - (c) In underlined related to the Exposure Draft specific guidance on lessor accounting.
4. Regarding the non-authoritative (illustrative examples and basis for conclusions) sections of ED 64, staff:
  - (a) Modified the IFRS 16 terminology to IPSASs and public sector terminology; and
  - (b) Included additional illustrative examples on concessionary leases, including short-term concessionary leases.

*Exposure period of ED 64*

5. The standard consultation period for EDs four months. Staff considers that four months is appropriate for a document of this size and complexity. The expected publication date is mid-November 2017. The recommended comment end date in March 15, 2018.

**Decisions required**

5. Does the IPSASB agree to:
  - (a) Vote to approve for publication ED 64; and
  - (b) A March 15, 2018 comment closing date.



**Exposure Draft 64**  
**[Issued]**  
***Comments due: [Date]***

*Proposed International Public Sector Accounting  
Standard®*

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## Leases

This document was developed and approved by the International Public Sector Accounting Standards Board® (IPSASB®).

The objective of the IPSASB is to serve the public interest by setting high-quality public sector accounting standards and by facilitating the adoption and implementation of these, thereby enhancing the quality and consistency of practice throughout the world and strengthening the transparency and accountability of public sector finances.

In meeting this objective the IPSASB sets IPSAS™ and Recommended Practice Guidelines (RPGs) for use by public sector entities, including national, regional, and local governments, and related governmental agencies.

IPSAS relate to the general purpose financial statements (financial statements) and are authoritative. RPGs are pronouncements that provide guidance on good practice in preparing general purpose financial reports (GPFRs) that are not financial statements. Unlike IPSAS RPGs do not establish requirements. Currently all pronouncements relating to GPFRs that are not financial statements are RPGs. RPGs do not provide guidance on the level of assurance (if any) to which information should be subjected.

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## REQUEST FOR COMMENTS

This Exposure Draft, *Leases*, was developed and approved by the International Public Sector Accounting Standards Board® (IPSASB®).

The proposals in this Exposure Draft may be modified in light of comments received before being issued in final form. **Comments are requested by [DATE].**

Respondents are asked to submit their comments electronically through the IPSASB website, using the [“Submit a Comment”](#) link. Please submit comments in both a PDF and Word file. Also, please note that first-time users must register to use this feature. All comments will be considered a matter of public record and will ultimately be posted on the website. This publication may be downloaded from the IPSASB website: [www.ipsasb.org](http://www.ipsasb.org). The approved text is published in the English language.

### Objective of the Exposure Draft

The objective of this Exposure Draft is to propose improvements to lease accounting in order to ensure that lessees and lessors provide relevant information in a manner that faithfully represents leasing transactions. This information gives a basis for users of financial statements to assess the effect that leases have on the financial position, financial performance and cash flows of an entity for accountability and decision-making purposes.

### Guide for Respondents

The IPSASB would welcome comments on all of the matters discussed in this Exposure Draft. Comments are most helpful if they indicate the specific paragraph or group of paragraphs to which they relate, contain a clear rationale and, where applicable, provide a suggestion for alternative wording.

The Specific Matters for Comment requested for the Exposure Draft are provided below.

**Specific Matter for Comment 1:**

The IPSASB decided to depart from the risks and rewards model that is in IFRS 16 for lessor accounting (see paragraphs BC31–BC35) in this Exposure Draft. Do you agree with the IPSASB's decision? Please explain.

**Specific Matter for Comment 2:**

The IPSASB decided to propose a single right-of-use model for lessor accounting consistent with lessee accounting (see paragraphs BC36–BC40). Do you agree with the requirements for lessor accounting proposed in this Exposure Draft (see paragraphs 73–108)? If not, what changes to those requirements would you make?

**Specific Matter for Comment 3:**

The IPSASB decided not to propose recognition exemption in lessor accounting for leases of low-value assets in this Exposure Draft (see paragraphs BC18–BC19)? Do you agree with the IPSASB's decision? Please explain.

**Specific Matter for Comment 4:**

The IPSASB decided to propose the same accounting for the subsidized component in concessionary loans for concessionary leases (see paragraph BC64). Do you agree with the requirements for concessionary leases proposed in this Exposure Draft? If not, what changes to those requirements would you make?

**Specific Matter for Comment 5:**

The IPSASB decided to propose to account for the subsidized component of a leaseback transaction at below market terms in the same way as the subsidy component in a concessionary lease (see paragraphs BC73–BC74). Do you agree with the requirements on leaseback transactions at below market terms proposed in this Exposure Draft (see paragraph 114)? If not, what changes to those requirements would you make?

**Specific Matter for Comment 6:**

The IPSASB decided not to retain the manufacturer or dealer lessor requirements in this Exposure Draft (see paragraph BC63). Do you agree with the IPSASB's decision? Please explain.

**[DRAFT] IPSAS [X] (ED 64)—LEASES****CONTENTS**


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## Objective

1. This [draft] Standard sets out the principles for the recognition, measurement, presentation and disclosure of leases. The objective is to ensure that lessees and lessors provide relevant information in a manner that faithfully represents those transactions. This information gives a basis for users of financial statements to assess the effect that leases have on the financial position, financial performance and cash flows of an entity for accountability and decision-making purposes.
2. An entity shall consider the terms and conditions of contracts and all relevant facts and circumstances when applying this [draft] Standard. An entity shall apply this [draft] Standard consistently to contracts with similar characteristics and in similar circumstances.

## Scope

3. An entity shall apply this [draft] Standard to all leases, including leases of right-of-use assets in a sublease, except for:
  - (a) Leases to explore for or use minerals, oil, natural gas and similar non-regenerative resources;
  - (b) Leases of biological assets within the scope of IPSAS 27, *Agriculture*;
  - (c) Service concession arrangements within the scope of IPSAS 32, *Service Concession Arrangements: Grantor*;
  - (d) Licenses of intellectual property granted by a lessor within the scope of IPSAS 9, *Revenue from Exchange Transactions*; and
  - (e) Rights held by a lessee under licensing agreements within the scope of IPSAS 31, *Intangible Assets* for such items as motion picture films, video recordings, plays, manuscripts, patents and copyrights.
4. A lessee may, but is not required to, apply this Standard to leases of intangible assets other than those described in paragraph 3(e).

## Definitions (see paragraph AG3)

5. The following terms are used in this Standard with the meanings specified:

The commencement date of the lease (commencement date) is the date on which a lessor makes an underlying asset available for use by a lessee.

A contract is an agreement between two or more parties that creates enforceable rights and obligations.

Economic life is either:

- (a) The period over which an asset is expected to be economically usable by one or more users; or
- (b) The number of production or similar units expected to be obtained from an asset by one or more users.

The effective date of the modification is the date when both parties agree to a lease modification.

Fixed payments are payments made by a lessee to a lessor for the right to use an underlying asset during the lease term, excluding variable lease payments.

The inception date of the lease (inception date) is the earlier of the date of a lease agreement and the date of commitment by the parties to the principal terms and conditions of the lease.

Initial direct costs are incremental costs of obtaining a lease that would not have been incurred if the lease had not been obtained.

The interest rate implicit in the lease is the rate of interest that causes the present value of (a) the lease payments and (b) the unguaranteed residual value to equal the sum of (i) the fair value of the underlying asset and (ii) any initial direct costs of the lessor.

A lease is a contract, or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration.

Lease incentives are payments made by a lessor to a lessee associated with a lease, or the reimbursement or assumption by a lessor of costs of a lessee.

Lease modification is a change in the scope of a lease, or the consideration for a lease, that was not part of the original terms and conditions of the lease (for example, adding or terminating the right to use one or more underlying assets, or extending or shortening the contractual lease term).

Lease payments are payments made by a lessee to a lessor relating to the right to use an underlying asset during the lease term, comprising the following:

- (a) Fixed payments (including in-substance fixed payments), less any lease incentives;
- (b) Variable lease payments that depend on an index or a rate;
- (c) The exercise price of a purchase option if the lessee is reasonably certain to exercise that option; and
- (d) Payments of penalties for terminating the lease, if the lease term reflects the lessee exercising an option to terminate the lease.

For the lessee, lease payments also include amounts expected to be payable by the lessee under residual value guarantees. Lease payments do not include payments allocated to non-lease components of a contract, unless the lessee elects to combine non-lease components with a lease component and to account for them as a single lease component.

For the lessor, lease payments also include any residual value guarantees provided to the lessor by the lessee, a party related to the lessee or a third party unrelated to the lessor that is financially capable of discharging the obligations under the guarantee. Lease payments do not include payments allocated to non-lease components.

The lease term is the non-cancellable period for which a lessee has the right to use an underlying asset, together with both:

- (a) **Periods covered by an option to extend the lease if the lessee is reasonably certain to exercise that option; and**
- (b) **Periods covered by an option to terminate the lease if the lessee is reasonably certain not to exercise that option.**

**A lessee is an entity that obtains the right to use an underlying asset for a period of time in exchange for consideration.**

**The lessee's incremental borrowing rate is the rate of interest that a lessee would have to pay to borrow over a similar term, and with a similar security, the funds necessary to obtain an asset of a similar value to the right-of-use asset in a similar economic environment.**

**A lessor is an entity that provides the right to use an underlying asset for a period of time in exchange for consideration.**

**Optional lease payments are payments to be made by a lessee to a lessor for the right to use an underlying asset during periods covered by an option to extend or terminate a lease that are not included in the lease term.**

**Period of use is the total period of time that an asset is used to fulfil a contract with a customer (including any non-consecutive periods of time).**

**The residual value guarantee is a guarantee made to a lessor by a party unrelated to the lessor that the value (or part of the value) of an underlying asset at the end of a lease will be at least a specified amount.**

**A right-of-use asset is an asset that represents a lessee's right to use an underlying asset for the lease term.**

**A short-term lease is a lease that, at the commencement date, has a lease term of 12 months or less. A lease that contains a purchase option is not a short-term lease.**

**A sublease is a transaction for which an underlying asset is re-leased by a lessee ('intermediate lessor') to a third party, and the lease ('head lease') between the head lessor and lessee remains in effect.**

**Underlying asset is an asset that is the subject of a lease, for which the right to use that asset has been provided by a lessor to a lessee.**

**Unguaranteed residual value is that portion of the residual value of the underlying asset, the realization of which by a lessor is not assured or is guaranteed solely by a party related to the lessor.**

**Variable lease payments are the portion of payments made by a lessee to a lessor for the right to use an underlying asset during the lease term that varies because of changes in facts or circumstances occurring after the commencement date, other than the passage of time.**

**Terms defined in other IPSASs are used in this Standard with the same meaning as in those Standards, and are reproduced in the *Glossary of Defined Terms* published separately. The defined term useful life is used in this Standard with the meaning as in IPSAS 17, *Property, Plant, and Equipment*.**



**Recognition Exemptions (see paragraphs AG4–AG9)**

6. A lessee may elect not to apply the requirements in paragraphs 28–60 to:
  - (a) Short-term leases; and
  - (b) Leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9).
7. If a lessee elects not to apply the requirements in paragraphs 28–60 to either short-term leases or leases for which the underlying asset is of low value, the lessee shall recognize the lease payments associated with those leases as an expense on either a straight-line basis over the lease term or another systematic basis. The lessee shall apply another systematic basis if that basis is more representative of the pattern of the lessee's benefit.
8. If a lessee accounts for short-term leases applying paragraph 7, the lessee shall consider the lease to be a new lease for the purposes of this Standard if:
  - (a) There is a lease modification; or
  - (b) There is any change in the lease term (for example, the lessee exercises an option not previously included in its determination of the lease term).
9. The election for short-term leases shall be made by class of underlying asset to which the right of use relates. A class of underlying asset is a grouping of underlying assets of a similar nature and use in an entity's operations. The election for leases for which the underlying asset is of low value can be made on a lease-by-lease basis.
10. A lessor may elect not to apply the requirements in paragraphs 73–98 to short-term leases.
11. If a lessor elects not to apply the requirements in paragraphs 73–98 to short-term leases, the lessor shall recognize the lease payments associated with those leases as a revenue on either a straight-line basis over the lease term or another systematic basis. The lessor shall apply another systematic basis if that basis is more representative of the pattern of the lessor's benefit.
12. If a lessor accounts for short-term leases applying paragraph 11, the lessor shall consider the lease to be a new lease for the purposes of this Standard if:
  - (a) There is a lease modification; or
  - (b) There is any change in the lease term (for example, the lessee exercises an option not previously included in its determination of the lease term).

**Concessionary Leases**

13. If a lessee accounts short-term leases or leases for which the underlying asset is of low value applying paragraph 7, the lessee shall recognize the subsidized component in a short-term concessionary lease as reductions of expense on either a straight-line basis over the lease term or another systematic basis.
14. If a lessor accounts short-term leases applying paragraph 11, the lessor shall recognize the subsidized component in a short-term concessionary lease as reductions of revenue on either a straight-line basis over the lease term or another systematic basis.

## Identifying a Lease (see paragraphs AG10–AG34)

15. At inception of a contract, an entity shall assess whether the contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Paragraphs AG10–AG32 set out guidance on the assessment of whether a contract is, or contains, a lease.
16. A period of time may be described in terms of the amount of use of an identified asset (for example, the number of production units that an item of equipment will be used to produce).
17. An entity shall reassess whether a contract is, or contains, a lease only if the terms and conditions of the contract are changed.

## Separating Components of a Contract

18. For a contract that is, or contains, a lease, an entity shall account for each lease component within the contract as a lease separately from non-lease components of the contract, unless the entity applies the practical expedient in paragraph 21. Paragraphs AG33–AG34 set out guidance on separating components of a contract.

### Lessee

19. For a contract that contains a lease component and one or more additional lease or non-lease components, a lessee shall allocate the consideration in the contract to each lease component on the basis of the relative stand-alone price of the lease component and the aggregate stand-alone price of the non-lease components.
20. The relative stand-alone price of lease and non-lease components shall be determined on the basis of the price the lessor, or a similar supplier, would charge an entity for that component, or a similar component, separately. If an observable stand-alone price is not readily available, the lessee shall estimate the stand-alone price, maximizing the use of observable information.
21. As a practical expedient, a lessee may elect, by class of underlying asset, not to separate non-lease components from lease components, and instead account for each lease component and any associated non-lease components as a single lease component. A lessee shall not apply this practical expedient to embedded derivatives that meet the criteria in paragraph 12 of IPSAS 29, *Financial Instruments: Recognition and Measurement*.
22. Unless the practical expedient in paragraph 21 is applied, a lessee shall account for non-lease components applying other applicable Standards.

### Lessor

23. For a contract that contains a lease component and one or more additional lease or non-lease components, a lessor shall allocate the consideration in the contract applying ~~paragraphs 73–90 of IFRS 15~~ IPSAS 9, *Revenue from Exchange Transactions*.

## Lease Term (see paragraphs AG35–AG43)

24. An entity shall determine the lease term as the non-cancellable period of a lease, together with both:

- (a) Periods covered by an option to extend the lease if the lessee is reasonably certain to exercise that option; and
  - (b) Periods covered by an option to terminate the lease if the lessee is reasonably certain not to exercise that option.
25. In assessing whether a lessee is reasonably certain to exercise an option to extend a lease, or not to exercise an option to terminate a lease, an entity shall consider all relevant facts and circumstances that create an economic incentive for the lessee to exercise the option to extend the lease, or not to exercise the option to terminate the lease, as described in paragraphs AG38–AG41.
26. A lessee shall reassess whether it is reasonably certain to exercise an extension option, or not to exercise a termination option, upon the occurrence of either a significant event or a significant change in circumstances that:
- (a) Is within the control of the lessee; and
  - (b) Affects whether the lessee is reasonably certain to exercise an option not previously included in its determination of the lease term, or not to exercise an option previously included in its determination of the lease term (as described in paragraph AG42).
27. An entity shall revise the lease term if there is a change in the non-cancellable period of a lease. For example, the non-cancellable period of a lease will change if:
- (a) The lessee exercises an option not previously included in the entity's determination of the lease term;
  - (b) The lessee does not exercise an option previously included in the entity's determination of the lease term;
  - (c) An event occurs that contractually obliges the lessee to exercise an option not previously included in the entity's determination of the lease term; or
  - (d) An event occurs that contractually prohibits the lessee from exercising an option previously included in the entity's determination of the lease term.

## Lessee

### Recognition

28. **At the commencement date, a lessee shall recognize a right-of-use asset and a lease liability.**

### Measurement

#### *Initial Measurement*

#### Initial Measurement of the Right-of-Use Asset

29. **At the commencement date, a lessee shall measure the right-of-use asset at cost.**
30. The cost of the right-of-use asset shall comprise:
- (a) The amount of the initial measurement of the lease liability, as described in paragraph 35;

- (b) Any lease payments made at or before the commencement date, less any lease incentives received;
  - (c) Any initial direct costs incurred by the lessee; and
  - (d) An estimate of costs to be incurred by the lessee in dismantling and removing the underlying asset, restoring the site on which it is located or restoring the underlying asset to the condition required by the terms and conditions of the lease, unless those costs are incurred to produce inventories. The lessee incurs the obligation for those costs either at the commencement date or as a consequence of having used the underlying asset during a particular period.
31. A lessee shall recognize the costs described in paragraph 30(d) as part of the cost of the right-of-use asset when it incurs an obligation for those costs. A lessee applies IPSAS 12, *Inventories* to costs that are incurred during a particular period as a consequence of having used the right-of-use asset to produce inventories during that period. The obligations for such costs accounted for applying this Standard or IPSAS 12 are recognized and measured applying IPSAS 19, *Provisions, Contingent Liabilities and Contingent Assets*.
32. **Where a right-of-use asset is acquired through a concessionary lease, its cost shall be measured at its fair value as at the commencement date.**
33. A right-of-use asset may be acquired through a non-exchange transaction. For example, property may be leased by a public sector entity at below fair value to implement a public policy. Under these circumstances, the cost of the right-of-use asset is its fair value as at the commencement date.
34. The fair value of the right-of-use asset shall also include the items identified in 30(c) 30(d).

#### Initial Measurement of the Lease Liability

35. **At the commencement date, a lessee shall measure the lease liability at the present value of the lease payments that are not paid at that date. The lease payments shall be discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the lessee shall use the lessee's incremental borrowing rate.**
36. At the commencement date, the lease payments included in the measurement of the lease liability comprise the following payments for the right to use the underlying asset during the lease term that are not paid at the commencement date:
- (a) Fixed payments (including in-substance fixed payments as described in paragraph AG48), less any lease incentives receivable;
  - (b) Variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date (as described in paragraph 37);
  - (c) Amounts expected to be payable by the lessee under residual value guarantees;
  - (d) The exercise price of a purchase option if the lessee is reasonably certain to exercise that option (assessed considering the factors described in paragraphs AG38–AG41); and
  - (e) Payments of penalties for terminating the lease, if the lease term reflects the lessee exercising an option to terminate the lease.

37. Variable lease payments that depend on an index or a rate described in paragraph 36(b) include, for example, payments linked to a consumer price index, payments linked to a benchmark interest rate (such as LIBOR) or payments that vary to reflect changes in market rental rates.
38. **Where a lease liability is recognized through a concessionary lease, its cost shall be measured at its fair value as at the commencement date. The fair value of the lease liability is measured by discounting the contractual lease payments at market interest rates.**

### *Subsequent Measurement*

#### Subsequent Measurement of the Right-of-Use Asset

39. **After the commencement date, a lessee shall measure the right-of-use asset applying a cost model, unless it applies either of the measurement models described in paragraphs 44 and 45.**

#### Cost Model

40. To apply a cost model, a lessee shall measure the right-of-use asset at cost:
- (a) Less any accumulated depreciation and any accumulated impairment losses; and
  - (b) Adjusted for any remeasurement of the lease liability specified in paragraph 46(c).
41. A lessee shall apply the depreciation requirements in IPSAS 17, *Property, Plant and Equipment* in depreciating the right-of-use asset, subject to the requirements in paragraph 42.
42. If the lease transfers ownership of the underlying asset to the lessee by the end of the lease term or if the cost of the right-of-use asset reflects that the lessee will exercise a purchase option, the lessee shall depreciate the right-of-use asset from the commencement date to the end of the useful life of the underlying asset. Otherwise, the lessee shall depreciate the right-of-use asset from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term.
43. A lessee shall apply IPSAS 21, *Impairment of Non-Cash Generating Assets* or IPSAS 26, *Impairment of Cash-Generating Assets*, as appropriate, to determine whether the right-of-use asset is impaired and to account for any impairment loss identified.

#### Other Measurement Models

44. If a lessee applies the fair value model in IPSAS 16, *Investment Property* to its investment property, the lessee shall also apply that fair value model to right-of-use assets that meet the definition of investment property in IPSAS 16.
45. If right-of-use assets relate to a class of property, plant and equipment to which the lessee applies the revaluation model in IPSAS 17, a lessee may elect to apply that revaluation model to all of the right-of-use assets that relate to that class of property, plant and equipment.

#### Subsequent Measurement of the Lease Liability

46. **After the commencement date, a lessee shall measure the lease liability by:**
- (a) **Increasing the carrying amount to reflect interest on the lease liability;**

- (b) Reducing the carrying amount to reflect the lease payments made; and
- (c) Remeasuring the carrying amount to reflect any reassessment or lease modifications specified in paragraphs 50–57, or to reflect revised in-substance fixed lease payments (see paragraph AG48).

47. ~~After the commencement date, a lessee shall measure the lease liability recognized through a concessionary lease at amortized cost using the effective interest method.~~

48. Interest on the lease liability in each period during the lease term shall be the amount that produces a constant periodic rate of interest on the remaining balance of the lease liability. The periodic rate of interest is the discount rate described in paragraph 35, or if applicable the revised discount rate described in paragraph 52, paragraph 54 or paragraph 56(c).
49. After the commencement date, a lessee shall recognize in surplus or deficit, unless the costs are included in the carrying amount of another asset applying other applicable Standards, both:
- (a) Interest on the lease liability; and
  - (b) Variable lease payments not included in the measurement of the lease liability in the period in which the event or condition that triggers those payments occurs.

#### Reassessment of the Lease Liability

50. After the commencement date, a lessee shall apply paragraphs 51–54 to remeasure the lease liability to reflect changes to the lease payments. A lessee shall recognize the amount of the remeasurement of the lease liability as an adjustment to the right-of-use asset. However, if the carrying amount of the right-of-use asset is reduced to zero and there is a further reduction in the measurement of the lease liability, a lessee shall recognize any remaining amount of the remeasurement in surplus or deficit.
51. A lessee shall remeasure the lease liability by discounting the revised lease payments using a revised discount rate, if either:
- (a) There is a change in the lease term, as described in paragraphs 26–27. A lessee shall determine the revised lease payments on the basis of the revised lease term; or
  - (b) There is a change in the assessment of an option to purchase the underlying asset, assessed considering the events and circumstances described in paragraphs 26–27 in the context of a purchase option. A lessee shall determine the revised lease payments to reflect the change in amounts payable under the purchase option.
52. In applying paragraph 51, a lessee shall determine the revised discount rate as the interest rate implicit in the lease for the remainder of the lease term, if that rate can be readily determined, or the lessee's incremental borrowing rate at the date of reassessment, if the interest rate implicit in the lease cannot be readily determined.
53. A lessee shall remeasure the lease liability by discounting the revised lease payments, if either:
- (a) There is a change in the amounts expected to be payable under a residual value guarantee. A lessee shall determine the revised lease payments to reflect the change in amounts expected to be payable under the residual value guarantee.

- (b) There is a change in future lease payments resulting from a change in an index or a rate used to determine those payments, including for example a change to reflect changes in market rental rates following a market rent review. The lessee shall remeasure the lease liability to reflect those revised lease payments only when there is a change in the cash flows (i.e., when the adjustment to the lease payments takes effect). A lessee shall determine the revised lease payments for the remainder of the lease term based on the revised contractual payments.
54. In applying paragraph 53, a lessee shall use an unchanged discount rate, unless the change in lease payments results from a change in floating interest rates. In that case, the lessee shall use a revised discount rate that reflects changes in the interest rate.

#### Lease Modifications

55. A lessee shall account for a lease modification as a separate lease if both:
- (a) The modification increases the scope of the lease by adding the right to use one or more underlying assets; and
  - (b) The consideration for the lease increases by an amount commensurate with the stand-alone price for the increase in scope and any appropriate adjustments to that stand-alone price to reflect the circumstances of the particular contract.
56. For a lease modification that is not accounted for as a separate lease, at the effective date of the lease modification a lessee shall:
- (a) Allocate the consideration in the modified contract applying paragraphs 19–22;
  - (b) Determine the lease term of the modified lease applying paragraphs 24–25; and
  - (c) Remeasure the lease liability by discounting the revised lease payments using a revised discount rate. The revised discount rate is determined as the interest rate implicit in the lease for the remainder of the lease term, if that rate can be readily determined, or the lessee's incremental borrowing rate at the effective date of the modification, if the interest rate implicit in the lease cannot be readily determined.
57. For a lease modification that is not accounted for as a separate lease, the lessee shall account for the remeasurement of the lease liability by:
- (a) Decreasing the carrying amount of the right-of-use asset to reflect the partial or full termination of the lease for lease modifications that decrease the scope of the lease. The lessee shall recognize in surplus or deficit any gain or loss relating to the partial or full termination of the lease.
  - (b) Making a corresponding adjustment to the right-of-use asset for all other lease modifications.

#### Presentation

58. A lessee shall either present in the statement of financial position, or disclose in the notes:
- (a) Right-of-use assets separately from other assets. If a lessee does not present right-of-use assets separately in the statement of financial position, the lessee shall:
    - (i) Include right-of-use assets within the same line item as that within which the corresponding underlying assets would be presented if they were owned; and

- (ii) Disclose which line items in the statement of financial position include those right-of-use assets.
  - (b) Lease liabilities separately from other liabilities. If the lessee does not present lease liabilities separately in the statement of financial position, the lessee shall disclose which line items in the statement of financial position include those liabilities.
59. The requirement in paragraph ~~47(a)~~ 58(a) does not apply to right-of-use assets that meet the definition of investment property, which shall be presented in the statement of financial position as investment property.
60. In the statement of ~~profit or loss and other comprehensive income~~ financial performance, a lessee shall present interest expense on the lease liability separately from the depreciation charge for the right-of-use asset. Interest expense on the lease liability is a component of finance costs, which paragraph ~~82(b) of IAS 1 *Presentation of Financial Statements*~~ 102(b) of IPSAS 1, *Presentation of Financial Statements* requires to be presented separately in the statement of ~~profit or loss and other comprehensive income~~ financial performance.
61. In the cash flow statement ~~of cash flows~~, a lessee shall classify:
- (a) Cash payments for the principal portion of the lease liability within financing activities;
  - (b) Cash payments for the interest portion of the lease liability applying the requirements in ~~IAS 7 *Statement of Cash Flows*~~ IPSAS 2, *Cash Flow Statements* for interest paid; and
  - (c) Short-term lease payments, payments for leases of low-value assets and variable lease payments not included in the measurement of the lease liability within operating activities.

## Disclosure

62. **The objective of the disclosures is for lessees to disclose information in the notes that, together with the information provided in the statement of financial position, statement of ~~profit or loss~~ financial performance and cash flow statement ~~of cash flows~~, gives a basis for users of financial statements to assess the effect that leases have on the financial position, financial performance and cash flows of the lessee. Paragraphs ~~52–60~~ 63–71 specify requirements on how to meet this objective.**
63. A lessee shall disclose information about its leases for which it is a lessee in a single note or separate section in its financial statements. However, a lessee need not duplicate information that is already presented elsewhere in the financial statements, provided that the information is incorporated by cross-reference in the single note or separate section about leases.
64. A lessee shall disclose the following amounts for the reporting period:
- (a) Depreciation charge for right-of-use assets by class of underlying asset;
  - (b) Interest expense on lease liabilities;
  - (c) The expense relating to short-term leases accounted for applying paragraph ~~6~~ 7. This expense need not include the expense relating to leases with a lease term of one month or less;



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- (d) The expense relating to leases of low-value assets accounted for applying paragraph 6 7. This expense shall not include the expense relating to short-term leases of low-value assets included in paragraph ~~53(e)~~ 64(c);
  - (e) The expense relating to variable lease payments not included in the measurement of lease liabilities;
  - (f) ~~Income~~ Revenue from subleasing right-of-use assets;
  - (g) Total cash outflow for leases;
  - (h) Additions to right-of-use assets;
  - (i) Gains or losses arising from sale and leaseback transactions; and
  - (j) The carrying amount of right-of-use assets at the end of the reporting period by class of underlying asset.
65. A lessee shall provide the disclosures specified in paragraph ~~53~~ 64 in a tabular format, unless another format is more appropriate. The amounts disclosed shall include costs that a lessee has included in the carrying amount of another asset during the reporting period.
66. A lessee shall disclose the amount of its lease commitments for short-term leases accounted for applying paragraph 6 7 if the portfolio of short-term leases to which it is committed at the end of the reporting period is dissimilar to the portfolio of short-term leases to which the short-term lease expense disclosed applying paragraph ~~53(e)~~ 64(c) relates.
67. If right-of-use assets meet the definition of investment property, a lessee shall apply the disclosure requirements in ~~IAS 40~~ IPSAS 16. In that case, a lessee is not required to provide the disclosures in paragraph ~~53~~ 64(a), (f), (h) or (j) for those right-of-use assets.
68. If a lessee measures right-of-use assets at revalued amounts applying ~~IAS 16~~ IPSAS 17, the lessee shall disclose the information required by paragraph ~~77~~ 92 of ~~IAS 16~~ IPSAS 17 for those right-of-use assets.
69. A lessee shall disclose a maturity analysis of lease liabilities applying paragraphs ~~39~~ 46 and ~~B44 AG12~~ of ~~IFRS 7 Financial Instruments: Disclosures~~ IPSAS 28, Financial Instruments: Disclosures separately from the maturity analyses of other financial liabilities.
70. In addition to the disclosures required in paragraphs ~~53–58~~ 64–69, a lessee shall disclose additional qualitative and quantitative information about its leasing activities necessary to meet the disclosure objective in paragraph ~~54~~ 62 (as described in paragraph ~~B48~~ AG54). This additional information may include, but is not limited to, information that helps users of financial statements to assess:
- (a) The nature of the lessee's leasing activities;
  - (b) Future cash outflows to which the lessee is potentially exposed that are not reflected in the measurement of lease liabilities. This includes exposure arising from:
    - (i) Variable lease payments (as described in paragraph ~~B49~~ AG55);
    - (ii) Extension options and termination options (as described in paragraph ~~B50~~ AG56);
    - (iii) Residual value guarantees (as described in paragraph ~~B54~~ AG57); and
    - (iv) Leases not yet commenced to which the lessee is committed.

- (c) Restrictions or covenants imposed by leases; and
  - (d) Sale and leaseback transactions (as described in paragraph ~~B52~~ AG58).
71. A lessee that accounts for short-term leases or leases of low-value assets applying paragraph ~~6~~ 7 shall disclose that fact.

### Concessionary Leases

72. Concessionary leases are received by entities on below market terms. Examples of concessionary leases received by entities include leases by international organizations or by other public sector entities with public policy objectives. For concessionary leases received an entity shall disclose:
- (a) A reconciliation between the opening and closing carrying amounts of the leases, including:
    - (i) Nominal value of new leases received during the period;
    - (ii) The fair value adjustment on initial recognition;
    - (iii) Leases repaid during the period;
    - (iv) Any increase during the period in the discounted amount arising from the passage of time; and
    - (v) Other changes.
  - (b) Nominal value of the leases at the end of the period;
  - (c) The purpose and terms of the various types of leases; and
  - (d) Valuation assumptions.

## **Lessor**

### **Recognition**

73. **At the commencement date, a lessor shall recognize a lease receivable and a liability (unearned revenue). A lessor shall not derecognize the underlying asset.**

### **Measurement**

#### *Initial Measurement*

#### Initial Measurement of the Lease Receivable

74. **At the commencement date, a lessor shall measure the lease receivable at the present value of the lease payments that are not received at that date. The lease payments shall be discounted using the interest rate implicit in the lease. In the case of a sublease, if the interest rate implicit in the sublease cannot be readily determined, an intermediate lessor may use the discount rate used for the head lease (adjusted for any initial direct costs associated with the sublease) to measure the lease receivable.**
75. Initial direct costs are included in the initial measurement of the lease receivable and reduce the amount of revenue recognized over the lease term. The interest rate implicit in the lease is defined

in such a way that the initial direct costs are included automatically in the lease receivable; there is no need to add them separately.

76. At the commencement date, the lease payments included in the measurement of the lease receivable comprise the following payments for the right to use the underlying asset during the lease term that are not received at the commencement date:
- (a) Fixed payments (including in-substance fixed payments as described in paragraph AG48), less any lease incentives receivable;
  - (b) Variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
  - (c) Any residual value guarantees provided to the lessor by the lessee, a party related to the lessee or a third party unrelated to the lessor that is financially capable of discharging the obligations under the guarantee;
  - (d) The exercise price of a purchase option if the lessee is reasonably certain to exercise that option (assessed considering the factors described in paragraphs AG38); and
  - (e) Payments of penalties for terminating the lease, if the lease term reflects the lessee exercising an option to terminate the lease.
77. **Where a lease receivable is recognized through a concessionary lease, its cost shall be measured at its fair value as at the commencement date. The fair value of the lease receivable is measured by discounting the contractual lease payments at market interest rates.**

#### Initial Measurement of the Liability (Unearned Revenue)

78. At the commencement date, a lessor shall measure the liability (unearned revenue) at the initial value of the lease receivable, plus the amount of any lease payments received at or before the commencement date of the lease that relate to future periods (for example, the final month's rent).
79. **After the commencement date, a lessor shall measure the liability (unearned revenue) recognized through a concessionary lease at fair value. The fair value of the liability (unearned revenue) is measured by reference to the market value of the right-of-use asset transferred to the lessee.**

#### *Subsequent Measurement*

##### Subsequent Measurement of the Lease Receivable

80. **After the commencement date, a lessor shall measure the lease receivable by:**
- (a) **Increasing the carrying amount to reflect interest on the lease receivable;**
  - (b) **Reducing the carrying amount to reflect the lease payments received; and**
  - (c) **Remeasuring the carrying amount to reflect any reassessment or lease modifications specified in paragraphs 85–94, or to reflect revised in-substance fixed lease payments (see paragraph AG48).**
81. ~~**After the commencement date, a lessor shall measure the lease receivable recognized through a concessionary lease at amortized cost using the effective interest method.**~~

82. Interest on the lease receivable in each period during the lease term shall be the amount that produces a constant periodic rate of interest on the remaining balance of the lease receivable. The periodic rate of interest is the discount rate described in paragraph 74, or if applicable the revised discount rate described in paragraph 87, paragraph 89 or paragraph 93(c).
83. After the commencement date, a lessor shall recognize in surplus or deficit both:
- (a) Interest on the lease receivable; and
  - (b) Variable lease payments not included in the measurement of the lease receivable in the period in which the event or condition that triggers those payments occurs.
84. After the commencement date, a lessor shall apply derecognition and impairment requirements in IPSAS 29, *Financial Instruments: Recognition and Measurement* to the lease receivable.

#### Reassessment of the Lease Receivable

85. After the commencement date, a lessor shall apply paragraphs 86–89 to remeasure the lease receivable to reflect changes to the lease payments. A lessor shall recognize the amount of the remeasurement of the lease receivable as an adjustment to the liability (unearned revenue). However, if the carrying amount of the liability (unearned revenue) is reduced to zero and there is a further reduction in the measurement of the lease receivable, a lessor shall recognize any remaining amount of the remeasurement in surplus or deficit.
86. A lessor shall remeasure the lease receivable by discounting the revised lease payments using a revised discount rate, if either:
- (a) There is a change in the lease term, as described in paragraph 27. A lessor shall determine the revised lease payments on the basis of the revised lease term; or
  - (b) There is a change in the assessment of an option to purchase the underlying asset, assessed considering the events and circumstances described in paragraph 27 in the context of a purchase option. A lessor shall determine the revised lease payments to reflect the change in amounts payable under the purchase option.
87. In applying paragraph 86, a lessor shall determine the revised discount rate as the interest rate implicit in the lease for the remainder of the lease term.
88. A lessor shall remeasure the lease receivable by discounting the revised lease payments, if either:
- (a) There is a change in the amounts expected to be payable under a residual value guarantee. A lessor shall determine the revised lease payments to reflect the change in amounts expected to be payable under the residual value guarantee.
  - (b) There is a change in future lease payments resulting from a change in an index or a rate used to determine those payments, including for example a change to reflect changes in market rental rates following a market rent review. The lessor shall remeasure the lease receivable to reflect those revised lease payments only when there is a change in the cash flows (i.e., when the adjustment to the lease payments takes effect). A lessor shall determine the revised lease payments for the remainder of the lease term based on the revised contractual payments.

89. In applying paragraph 88, a lessor shall use an unchanged discount rate, unless the change in lease payments results from a change in floating interest rates. In that case, the lessor shall use a revised discount rate that reflects changes in the interest rate.

#### Subsequent Measurement of the Liability (Unearned Revenue)

90. **After the commencement date, a lessor shall recognize revenue according to the substance of the lease contract, and the liability (unearned revenue) is reduced as revenue is recognized in the statement of financial performance.**
91. A lessor shall adjust the liability (unearned revenue) by the same amount as the change resulting from the remeasurement of the lease receivable.

#### Lease Modifications

92. A lessor shall account for a lease modification as a separate lease if both:
- (a) The modification increases the scope of the lease by adding the right to use one or more underlying assets; and
  - (b) The consideration for the lease increases by an amount commensurate with the stand-alone price for the increase in scope and any appropriate adjustments to that stand-alone price to reflect the circumstances of the particular contract.
93. For a lease modification that is not accounted for as a separate lease, at the effective date of the lease modification a lessor shall:
- (a) Allocate the consideration in the modified contract applying paragraph 23;
  - (b) Determine the lease term of the modified lease applying paragraphs 24–25; and
  - (c) Remeasure the lease receivable by discounting the revised lease payments using a revised discount rate. The revised discount rate is determined as the interest rate implicit in the lease for the remainder of the lease term.
94. For a lease modification that is not accounted for as a separate lease, the lessor shall account for the remeasurement of the lease receivable by:
- (a) Decreasing the carrying amount of the liability (unearned revenue) to reflect the partial or full termination of the lease for lease modifications that decrease the scope of the lease. The lessor shall recognize in surplus or deficit any gain or loss relating to the partial or full termination of the lease.
  - (b) Making a corresponding adjustment to the liability (unearned revenue) for all other lease modifications.

#### Subsequent Measurement of the Underlying Asset

95. After the commencement date, a lessor continues to measure the underlying asset in accordance with IPSAS 16, IPSAS 17 or IPSAS 31, as appropriate.

**Presentation**

96. A lessor shall present underlying assets subject to leases in its statement of financial position according to the nature of the underlying asset.
97. A lessor shall either present in the statement of financial position, or disclose in the notes:
- (a) Lease receivables separately from other assets. If the lessor does not present lease receivables separately in the statement of financial position, the lessor shall disclose which line items in the statement of financial position include those assets.
  - (b) Liabilities (unearned revenue) separately from other liabilities. If a lessor does not present liabilities (unearned revenue) separately from other liabilities, the lessor shall disclose which line items in the statement of financial position include those liabilities.
98. In the statement of financial performance, a lessor shall present interest revenue on the lease receivable as revenue according to paragraph 102(a) of IPSAS 1.
99. In the cash flow statement, a lessor shall classify:
- (a) Cash receipts for the principal portion of the lease receivable within investing activities;
  - (b) Cash receipts for the interest portion of the lease receivable applying the requirements in IPSAS 2, *Cash Flow Statements* for interest received; and
  - (c) Short-term lease payments and variable lease payments not included in the measurement of the lease receivable within operating activities.

**Disclosure**

100. **The objective of the disclosures is for lessors to disclose information in the notes that, together with the information provided in the statement of financial position, statement of financial performance and cash flow statement, gives a basis for users of financial statements to assess the effect that leases have on the financial position, financial performance and cash flows of the lessor. Paragraphs ~~90–97~~ 102–108 specify requirements on how to meet this objective.**
101. A lessor shall disclose information about its leases for which it is a lessor in a single note or separate section in its financial statements. However, a lessor need not duplicate information that is already presented elsewhere in the financial statements, provided that the information is incorporated by cross-reference in the single note or separate section about leases.
102. A lessor shall disclose the following amounts for the reporting period:
- ~~(a) For finance leases:~~
    - ~~(i) Selling profit or loss;~~
    - ~~(ii) Finance income on the net investment in the lease; and~~
    - ~~(iii) Income relating to variable lease payments not included in the measurement of the net investment in the lease;~~
  - ~~(b) For operating leases, lease income, separately disclosing income relating to variable lease payments that do not depend on an index or a rate.~~

- (a) Finance revenue on lease receivables;
  - (b) Revenue relating to variable lease payments not included in the measurement of the lease receivable;
  - (c) The revenue relating to short-term leases accounted for applying paragraph 11. This revenue need not include the revenue relating to leases with a lease term of one month or less; and
  - (d) Total cash inflow for leases.
103. A lessor shall provide the disclosures specified in paragraph ~~99~~ 102 in a tabular format, unless another format is more appropriate.
104. A lessor shall disclose additional qualitative and quantitative information about its leasing activities necessary to meet the disclosure objective in paragraph ~~89~~ 100. This additional information includes, but is not limited to, information that helps users of financial statements to assess:
- (a) The nature of the lessor's leasing activities; and
  - (b) How the lessor manages the risk associated with any rights it retains in underlying assets. In particular, a lessor shall disclose its risk management strategy for the rights it retains in underlying assets, including any means by which the lessor reduces that risk. Such means may include, for example, buy-back agreements, residual value guarantees or variable lease payments for use in excess of specified limits.

#### **Finance leases**

105. A lessor shall provide a qualitative and quantitative explanation of the significant changes in the carrying amount of the ~~net investment in finance leases~~ lease receivable.
106. A lessor shall disclose a maturity analysis of the lease payments receivable, showing the undiscounted lease payments to be received on an annual basis for a minimum of each of the first five years and a total of the amounts for the remaining years. ~~A lessor shall reconcile the undiscounted lease payments to the net investment in the lease. The reconciliation shall identify the unearned finance income relating to the lease payments receivable and any discounted unguaranteed residual value.~~

#### **Operating leases**

107. For items of property, plant and equipment subject to ~~an operating~~ a lease, a lessor shall apply the disclosure requirements of ~~IAS 16~~ IPSAS 17. In applying the disclosure requirements in ~~IAS 16~~ IPSAS 17, a lessor shall disaggregate each class of property, plant and equipment into assets subject to ~~operating~~ leases and assets not subject to ~~operating~~ leases. Accordingly, a lessor shall provide the disclosures required by ~~IAS 16~~ IPSAS 17 for assets subject to ~~an operating~~ a lease (by class of underlying asset) separately from owned assets held and used by the lessor.
108. A lessor shall apply the disclosure requirements in ~~IAS 36~~ IPSAS 26, ~~IAS 38~~ IPSAS 31, ~~IAS 40~~ IPSAS 16 and ~~IAS 41~~ IPSAS 27 for assets subject to ~~operating~~ leases.
- ~~103. A lessor shall disclose a maturity analysis of lease payments, showing the undiscounted lease payments to be received on an annual basis for a minimum of each of the first five years and a total of the amounts for the remaining years.~~

Concessionary Leases

109. Concessionary leases are granted by entities on below market terms. Examples of concessionary leases granted by entities include leases to international organizations or to other public sector entities with public policy objectives. For concessionary leases granted an entity shall disclose:

- (a) A reconciliation between the opening and closing carrying amounts of the leases, including:
  - (i) Nominal value of new leases granted during the period;
  - (ii) The fair value adjustment on initial recognition;
  - (iii) Leases repaid during the period;
  - (iv) Impairment losses recognized;
  - (v) Any increase during the period in the discounted amount arising from the passage of time; and
  - (vi) Other changes.
- (b) Nominal value of the leases at the end of the period;
- (c) The purpose and terms of the various types of leases; and
- (d) Valuation assumptions.

**Sale and Leaseback Transactions**

110. If an entity (the seller-lessee) transfers an asset to another entity (the buyer-lessor) and leases that asset back from the buyer-lessor, both the seller-lessee and the buyer-lessor shall account for the transfer contract and the lease applying paragraphs 111–118.

*Assessing Whether the Transfer of the Asset is a Sale*

111. An entity shall apply the requirements of IPSAS 9, *Revenue from Exchange Transactions* to determine whether the transfer of an asset is accounted for as a sale of that asset.

*Transfer of the Asset is a Sale*

112. If the transfer of an asset by the seller-lessee satisfies the requirements of IPSAS 9 to be accounted for as a sale of the asset:

- (a) The seller-lessee shall measure the right-of-use asset arising from the leaseback at the proportion of the previous carrying amount of the asset that relates to the right of use retained by the seller-lessee. Accordingly, the seller-lessee shall recognize only the amount of any gain or loss that relates to the rights transferred to the buyer-lessor.
- (b) The buyer-lessor shall account for the purchase of the asset applying applicable IPSASs, and for the lease applying the lessor accounting requirements in this Standard.

~~101. If the fair value of the consideration for the sale of an asset does not equal the fair value of the asset, or if the payments for the lease are not at market rates, an entity shall make the following adjustments to measure the sale proceeds at fair value:~~

- ~~(a) Any below market terms shall be accounted for as a prepayment of lease payments; and~~



- (b) ~~Any above-market terms shall be accounted for as additional financing provided by the buyer-lessor to the seller-lessee.~~
- 113. If the fair value of the consideration for the sale of an asset is above the fair value of the asset, or if the payments for the lease above market rates, the above-market term shall be accounted for as additional financing provided by the buyer-lessor to the seller-lessee.
- 114. If the fair value of the consideration for the sale of an asset is below the fair value of the asset, the below-market term shall be accounted for as a subsidy provided by the seller-lessee to the buyer-lessor:
  - (a) According to IPSAS 23, for the buyer-lessor; and
  - (b) According to this [draft] Standard, for the seller-lessee.
- 115. If the payments for the lease are below the market rates, the below-market term shall be accounted for as subsidy provided by the buyer-lessor to the seller-lessee:
  - (a) According to IPSAS 23, for the seller-lessee; and
  - (b) According to this [draft] Standard, for the buyer-lessor.
- 116. When there is a subsidized component from the seller-lessee to the buyer-lessor and vice-versa, professional judgement is exercised on the accounting for the subsidized component.
- 117. The entity shall measure any potential adjustment required by paragraphs 113–116 on the basis of the more readily determinable of:
  - (a) The difference between the fair value of the consideration for the sale and the fair value of the asset; and
  - (b) The difference between the present value of the contractual payments for the lease and the present value of payments for the lease at market rates.

#### Transfer of the Asset is not a Sale

- 118. If the transfer of an asset by the seller-lessee does not satisfy the requirements of IPSAS 9 to be accounted for as a sale of the asset:
  - (a) The seller-lessee shall continue to recognize the transferred asset and shall recognize a financial liability equal to the transfer proceeds. It shall account for the financial liability applying IPSAS 29<sup>1</sup>.
  - (b) The buyer-lessor shall not recognize the transferred asset and shall recognize a financial asset equal to the transfer proceeds. It shall account for the financial asset applying IPSAS 29.

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<sup>1</sup> The IPSASB has published Exposure Draft 62, *Financial Instruments* to replace the IPSASB's financial instruments Standards with a new financial instruments Standard based on IFRS 9, *Financial Instruments*.

## Effective Date and Transition

### Effective Date

119. An entity shall apply this Standard for annual ~~reporting periods~~ financial statements beginning on or after MM DD, YYYY. ~~Earlier application is permitted for entities that apply IFRS 15 Revenue from Contracts with Customers at or before the date of initial application of this Standard adoption is encouraged.~~ If an entity applies this Standard earlier for a period beginning before MM DD, YYYY, it shall disclose that fact.

### Transition

120. For the purposes of the requirements in paragraphs ~~C1–C19~~ 119–141, the date of initial application is the beginning of the annual reporting period in which an entity first applies this Standard.

### Definition of a Lease

121. As a practical expedient, an entity is not required to reassess whether a contract is, or contains, a lease at the date of initial application. Instead, the entity is permitted:
- (a) To apply this Standard to contracts that were previously identified as leases applying ~~IAS 17 Leases and IFRIC 4 Determining whether an Arrangement contains a Lease~~ IPSAS 13, Leases. The entity shall apply the transition requirements in paragraphs 123–140 to those leases.
  - (b) Not to apply this Standard to contracts that were not previously identified as containing a lease applying ~~IAS 17 and IFRIC 4~~ IPSAS 13.
122. If an entity chooses the practical expedient in paragraph ~~C3~~ 121, it shall disclose that fact and apply the practical expedient to all of its contracts. As a result, the entity shall apply the requirements in paragraphs ~~9–11~~ 15–17 only to contracts entered into (or changed) on or after the date of initial application.

### Lessees or Lessors

123. A lessee or lessor shall apply this Standard to its leases either:
- (a) Retrospectively to each prior reporting period presented applying ~~IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors~~ IPSAS 3, Accounting Policies, Changes in Accounting Estimates and Errors; or
  - (b) Retrospectively with the cumulative effect of initially applying the Standard recognized at the date of initial application in accordance with paragraphs ~~C7–C13~~ 126–131 and 132–137, respectively.
124. A lessee or lessor shall apply the election described in paragraph ~~C5~~ 123 consistently to all of its leases in which it is a lessee or lessor.
125. If a lessee or lessor elects to apply this Standard in accordance with paragraph ~~C5(b)~~ 123(b), the lessee or lessor shall not restate comparative information. Instead, the lessee or lessor shall recognize the cumulative effect of initially applying this Standard as an adjustment to the opening

balance of ~~retained earnings~~ accumulated surpluses or deficits (or other component of net assets/equity, as appropriate) at the date of initial application.

## Lessees

### Leases Previously Classified as Operating Leases

126. If a lessee elects to apply this Standard in accordance with paragraph ~~C5(b)~~ 123(b), the lessee shall:

- (a) Recognize a lease liability at the date of initial application for leases previously classified as an operating lease applying ~~IAS 47~~ IPSAS 13. The lessee shall measure that lease liability at the present value of the remaining lease payments, discounted using the lessee's incremental borrowing rate at the date of initial application.
- (b) Recognize a right-of-use asset at the date of initial application for leases previously classified as an operating lease applying ~~IAS 47~~ IPSAS 13. The lessee shall choose, on a lease-by-lease basis, to measure that right-of-use asset at either:
  - (i) Its carrying amount as if the Standard had been applied since the commencement date, but discounted using the lessee's incremental borrowing rate at the date of initial application; or
  - (ii) An amount equal to the lease liability, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the statement of financial position immediately before the date of initial application.
- (c) Apply ~~IAS 36 Impairment of Assets~~ IPSAS 21 or IPSAS 26, as appropriate, to right-of-use assets at the date of initial application, unless the lessee applies the practical expedient in paragraph ~~C10(b)~~ 128(b).

127. Notwithstanding the requirements in paragraph ~~C8~~ 126, for leases previously classified as operating leases applying ~~IAS 47~~ IPSAS 13, a lessee:

- (a) Is not required to make any adjustments on transition for leases for which the underlying asset is of low value (as described in paragraphs ~~B3–B8~~ AG4–AG9) that will be accounted for applying paragraph 6 7. The lessee shall account for those leases applying this Standard from the date of initial application.
- (b) Is not required to make any adjustments on transition for leases previously accounted for as investment property using the fair value model in ~~IAS 40 Investment Property~~ IPSAS 16. The lessee shall account for the right-of-use asset and the lease liability arising from those leases applying ~~IAS 40~~ IPSAS 16 and this Standard from the date of initial application.
- (c) Shall measure the right-of-use asset at fair value at the date of initial application for leases previously accounted for as operating leases applying ~~IAS 47~~ IPSAS 13 and that will be accounted for as investment property using the fair value model in ~~IAS 40~~ IPSAS 16 from the date of initial application. The lessee shall account for the right-of-use asset and the lease liability arising from those leases applying ~~IAS 40~~ IPSAS 16 and this Standard from the date of initial application.

128. A lessee may use one or more of the following practical expedients when applying this Standard retrospectively in accordance with paragraph ~~C5(b)~~ 123(b) to leases previously classified as

operating leases applying ~~IAS 47~~ IPSAS 13. A lessee is permitted to apply these practical expedients on a lease-by-lease basis:

- (a) A lessee may apply a single discount rate to a portfolio of leases with reasonably similar characteristics (such as leases with a similar remaining lease term for a similar class of underlying asset in a similar economic environment).
- (b) A lessee may rely on its assessment of whether leases are onerous applying ~~IAS 37~~ IPSAS 19 immediately before the date of initial application as an alternative to performing an impairment review. If a lessee chooses this practical expedient, the lessee shall adjust the right-of-use asset at the date of initial application by the amount of any provision for onerous leases recognized in the statement of financial position immediately before the date of initial application.
- (c) A lessee may elect not to apply the requirements in paragraph ~~C8~~ 126 to leases for which the lease term ends within 12 months of the date of initial application. In this case, a lessee shall:
  - (i) Account for those leases in the same way as short-term leases as described in paragraph ~~6~~ 7; and
  - (ii) Include the cost associated with those leases within the disclosure of short-term lease expense in the annual reporting period that includes the date of initial application.
- (d) A lessee may exclude initial direct costs from the measurement of the right-of-use asset at the date of initial application.
- (e) A lessee may use hindsight, such as in determining the lease term if the contract contains options to extend or terminate the lease.

#### Leases Previously Classified as Finance Leases

129. If a lessee elects to apply this Standard in accordance with paragraph ~~C5(b)~~ 123(b), for leases that were classified as finance leases applying ~~IAS 47~~ IPSAS 13, the carrying amount of the right-of-use asset and the lease liability at the date of initial application shall be the carrying amount of the lease asset and lease liability immediately before that date measured applying ~~IAS 47~~ IPSAS 13. For those leases, a lessee shall account for the right-of-use asset and the lease liability applying this Standard from the date of initial application.

#### Disclosure

130. If a lessee elects to apply this Standard in accordance with paragraph ~~C5(b)~~ 123(b), the lessee shall disclose information about initial application required by paragraph ~~28 of IAS 8~~ 33 of IPSAS 3, except for the information specified in paragraph ~~28(f) of IAS 8~~ 33(f) of IPSAS 3. Instead of the information specified in paragraph ~~28(f) of IAS 8~~ 33(f) of IPSAS 3, the lessee shall disclose:
- (a) The weighted average lessee's incremental borrowing rate applied to lease liabilities recognized in the statement of financial position at the date of initial application; and
  - (b) An explanation of any difference between:
    - (i) Operating lease commitments disclosed applying ~~IAS 47~~ IPSAS 13 at the end of the annual reporting period immediately preceding the date of initial application, discounted

using the incremental borrowing rate at the date of initial application as described in paragraph ~~C8(a)~~ 126(a); and

- (ii) Lease liabilities recognized in the statement of financial position at the date of initial application.

131. If a lessee uses one or more of the specified practical expedients in paragraph ~~C40~~ 128, it shall disclose that fact.

#### Lessors

~~C14~~ Except as described in paragraph C15, a lessor is not required to make any adjustments on transition for leases in which it is a lessor and shall account for those leases applying this Standard from the date of initial application.

~~C15~~ An intermediate lessor shall:

- (a) ~~Reassess subleases that were classified as operating leases applying IAS 17 and are ongoing at the date of initial application, to determine whether each sublease should be classified as an operating lease or a finance lease applying this Standard. The intermediate lessor shall perform this assessment at the date of initial application on the basis of the remaining contractual terms and conditions of the head lease and sublease at that date.~~
- (b) ~~For subleases that were classified as operating leases applying IAS 17 but finance leases applying this Standard, account for the sublease as a new finance lease entered into at the date of initial application.~~

#### Leases Previously Classified as Operating Leases

132. If a lessor elects to apply this Standard in accordance with paragraph 123(b), the lessor shall:

- (a) Recognize a lease receivable at the date of initial application for leases previously classified as an operating lease applying IPSAS 13. The lessor shall measure that lease receivable at the present value of the remaining lease payments, discounted using the interest rate implicit in the lease at the date of initial application.
- (b) Recognize a liability (unearned revenue) at the date of initial application for leases previously classified as an operating lease applying IPSAS 13. The lessor shall choose, on a lease-by-lease basis, to measure that liability (unearned revenue) at either:
  - (i) Its carrying amount as if the Standard had been applied since the commencement date, but discounted using the interest rate implicit in the lease at the date of initial application;  
or
  - (ii) An amount equal to the lease receivable, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the statement of financial position immediately before the date of initial application.

133. A lessor may use one or more of the following practical expedients when applying this Standard retrospectively in accordance with paragraph 123(b) to leases previously classified as operating leases applying IPSAS 13. A lessor is permitted to apply these practical expedients on a lease-by-lease basis:

- (a) A lessor may elect not to apply the requirements in paragraph 132 to leases for which the lease term ends within 12 months of the date of initial application. In this case, a lessor shall:
  - (i) Account for those leases in the same way as short-term leases as described in paragraph 11; and
  - (ii) Include the revenue associated with those leases within the disclosure of short-term lease revenue in the annual reporting period that includes the date of initial application.
- (b) A lessor may exclude initial direct costs from the measurement of the lease receivable at the date of initial application.
- (c) A lessee may use hindsight, such as in determining the lease term if the contract contains options to extend or terminate the lease.

#### Leases Previously Classified as Finance Leases

- 134. If a lessor elects to apply this Standard in accordance with paragraph 123(b), for leases that were classified as finance leases applying IPSAS 13, the carrying amount of the lease receivable and the liability (unearned revenue) at the date of initial application shall be the present value of the remaining future lease payments immediately before that date measured applying IPSAS 13. For those leases, a lessor shall account for the lease receivable and the liability (unearned revenue) applying this Standard from the date of initial application.
- 135. If a lessor elects to apply this Standard in accordance with paragraph 123(b), for leases that were classified as finance leases applying IPSAS 13, the carrying amount of the underlying asset at the date of initial application shall be the carrying amount of the residual value of the underlying asset immediately before that date measured applying IPSAS 13. For those leases, a lessor shall account for the underlying asset applying the relevant IPSASs from the date of initial application.

#### Disclosure

- 136. If a lessor elects to apply this Standard in accordance with paragraph 123(b), the lessor shall disclose information about initial application required by paragraph 33 of IPSAS 3, except for the information specified in paragraph 33(f) of IPSAS 3. Instead of the information specified in paragraph 33(f) of IPSAS 3, the lessor shall disclose:
  - (a) The weighted average of the interest rate implicit in the lease applied to lease receivables recognized in the statement of financial position at the date of initial application; and
  - (b) An explanation of any difference between:
    - (i) Expected lease payments disclosed applying IPSAS 13 at the end of the annual reporting period immediately preceding the date of initial application, discounted using the interest rate implicit in the lease at the date of initial application as described in paragraph 132; and
    - (ii) Lease receivables recognized in the statement of financial position at the date of initial application.
- 137. If a lessor uses one or more of the specified practical expedients in paragraph 133, it shall disclose that fact.

*Sale and Leaseback Transactions before the Date of Initial Application*

138. An entity shall not reassess sale and leaseback transactions entered into before the date of initial application to determine whether the transfer of the underlying asset satisfies the requirements in ~~IFRS 15~~ IPSAS 9 to be accounted for as a sale.
139. If a sale and leaseback transaction was accounted for as a sale and a finance lease applying IPSAS 13, the seller-lessee shall:
  - (a) Account for the leaseback in the same way as it accounts for any other finance lease that exists at the date of initial application; and
  - (b) Continue to amortize any gain on sale over the lease term.
140. If a sale and leaseback transaction was accounted for as a sale and operating lease applying IPSAS 13, the seller-lessee shall:
  - (a) Account for the leaseback in the same way as it accounts for any other operating lease that exists at the date of initial application; and
  - (b) Adjust the leaseback right-of-use asset for any deferred gains or losses that relate to off-market terms recognized in the statement of financial position immediately before the date of initial application.

*Amounts Previously Recognized in Respect of Public Sector Combinations*

141. If a lessee previously recognized an asset or a liability applying ~~IFRS 3 Business Combinations~~ IPSAS 40, *Public Sector Combinations* relating to favorable or unfavorable terms of an operating lease acquired as part of a business combination, the lessee shall derecognize that asset or liability and adjust the carrying amount of the right-of-use asset by a corresponding amount at the date of initial application.

*Reference to IFRS 9*

- ~~C20. If an entity applies this Standard but does not yet apply IFRS 9 Financial Instruments, any reference in this Standard to IFRS 9 shall be read as a reference to IAS 39 Financial Instruments: Recognition and Measurement.~~

**Withdrawal and Replacement of IPSAS 13 (December 2001)**

142. This Standard supersedes IPSAS 13, *Leases*, issued in 2001.

## Application Guidance

*This Appendix is an integral part of [draft] IPSAS [X] (ED 64)*

### Portfolio Application

AG1. This Standard specifies the accounting for an individual lease. However, as a practical expedient, an entity may apply this Standard to a portfolio of leases with similar characteristics if the entity reasonably expects that the effects on the financial statements of applying this Standard to the portfolio would not differ materially from applying this Standard to the individual leases within that portfolio. If accounting for a portfolio, an entity shall use estimates and assumptions that reflect the size and composition of the portfolio.

### Combination of Contracts

AG2. In applying this Standard, an entity shall combine two or more contracts entered into at or near the same time with the same counterparty (or related parties of the counterparty), and account for the contracts as a single contract if one or more of the following criteria are met:

- (a) The contracts are negotiated as a package with an overall commercial objective that cannot be understood without considering the contracts together;
- (b) The amount of consideration to be paid in one contract depends on the price or performance of the other contract; or
- (c) The rights to use underlying assets conveyed in the contracts (or some rights to use underlying assets conveyed in each of the contracts) form a single lease component as described in paragraph AG33.

### Definitions (see paragraph 5)

AG3. An entity considers the substance rather than the legal form of an arrangement in determining whether it is a "contract" for purposes of this Standard. Contracts, for the purposes of this Standard, are generally evidenced by the following (although this may differ from jurisdiction to jurisdiction):

- (a) Contracts involve willing parties entering into an arrangement;
- (b) The terms of the contract create rights and obligations for the parties to the contract, and those rights and obligations need not result in equal performance by each party. For example, a donor funding arrangement creates an obligation for the donor to transfer resources to the recipient in terms of the agreement concluded, and establishes the right of the recipient to receive those resources. These types of arrangements may be contractual even though the recipient did not provide equal consideration in return i.e., the arrangement does not result in equal performance by the parties; and
- (c) The remedy for non-performance is enforceable by law.



**Recognition Exemption: Leases for which the Underlying Asset is of Low Value (see paragraphs 6–9)**

- AG4. Except as specified in paragraph AG8, this Standard permits a lessee to apply paragraph 7 to account for leases for which the underlying asset is of low value. A lessee shall assess the value of an underlying asset based on the value of the asset when it is new, regardless of the age of the asset being leased.
- AG5. The assessment of whether an underlying asset is of low value is performed on an absolute basis. Leases of low-value assets qualify for the accounting treatment in paragraph 7 regardless of whether those leases are material to the lessee. The assessment is not affected by the size, nature or circumstances of the lessee. Accordingly, different lessees are expected to reach the same conclusions about whether a particular underlying asset is of low value.
- AG6. An underlying asset can be of low value only if:
- (a) The lessee can benefit from use of the underlying asset on its own or together with other resources that are readily available to the lessee; and
  - (b) The underlying asset is not highly dependent on, or highly interrelated with, other assets.
- AG7. A lease of an underlying asset does not qualify as a lease of a low-value asset if the nature of the asset is such that, when new, the asset is typically not of low value. For example, leases of cars would not qualify as leases of low-value assets because a new car would typically not be of low value.
- AG8. If a lessee subleases an asset, or expects to sublease an asset, the head lease does not qualify as a lease of a low-value asset.
- AG9. Examples of low-value underlying assets can include tablet and personal computers, small items of office furniture and telephones.

**Identifying a Lease (see paragraphs 15–17)**

- AG10. To assess whether a contract conveys the right to control the use of an identified asset (see paragraphs AG14–AG21) for a period of time, an entity shall assess whether, throughout the period of use, the customer has both of the following:
- (a) The right to obtain substantially all of the economic benefits from use of the identified asset (as described in paragraphs AG22–AG24); and
  - (b) The right to direct the use of the identified asset (as described in paragraphs AG25–AG31).
- AG11. If the customer has the right to control the use of an identified asset for only a portion of the term of the contract, the contract contains a lease for that portion of the term.
- AG12. A contract to receive goods or services may be entered into by a joint arrangement, or on behalf of a joint arrangement, as defined in ~~IFRS 14~~ IPSAS 37, *Joint Arrangements*. In this case, the joint arrangement is considered to be the customer in the contract. Accordingly, in assessing whether such a contract contains a lease, an entity shall assess whether the joint arrangement has the right to control the use of an identified asset throughout the period of use.

AG13. An entity shall assess whether a contract contains a lease for each potential separate lease component. Refer to paragraph AG33 for guidance on separate lease components.

*Identified Asset*

AG14. An asset is typically identified by being explicitly specified in a contract. However, an asset can also be identified by being implicitly specified at the time that the asset is made available for use by the customer.

*Substantive Substitution Rights*

AG15. Even if an asset is specified, a customer does not have the right to use an identified asset if the supplier has the substantive right to substitute the asset throughout the period of use. A supplier's right to substitute an asset is substantive only if both of the following conditions exist:

- (a) The supplier has the practical ability to substitute alternative assets throughout the period of use (for example, the customer cannot prevent the supplier from substituting the asset and alternative assets are readily available to the supplier or could be sourced by the supplier within a reasonable period of time); and
- (b) The supplier would benefit economically from the exercise of its right to substitute the asset (i.e., the economic benefits associated with substituting the asset are expected to exceed the costs associated with substituting the asset).

AG16. If the supplier has a right or an obligation to substitute the asset only on or after either a particular date or the occurrence of a specified event, the supplier's substitution right is not substantive because the supplier does not have the practical ability to substitute alternative assets throughout the period of use.

AG17. An entity's evaluation of whether a supplier's substitution right is substantive is based on facts and circumstances at inception of the contract and shall exclude consideration of future events that, at inception of the contract, are not considered likely to occur. Examples of future events that, at inception of the contract, would not be considered likely to occur and, thus, should be excluded from the evaluation include:

- (a) An agreement by a future customer to pay an above market rate for use of the asset;
- (b) The introduction of new technology that is not substantially developed at inception of the contract;
- (c) A substantial difference between the customer's use of the asset, or the performance of the asset, and the use or performance considered likely at inception of the contract; and
- (d) A substantial difference between the market price of the asset during the period of use, and the market price considered likely at inception of the contract.

AG18. If the asset is located at the customer's premises or elsewhere, the costs associated with substitution are generally higher than when located at the supplier's premises and, therefore, are more likely to exceed the benefits associated with substituting the asset.

- AG19. The supplier's right or obligation to substitute the asset for repairs and maintenance, if the asset is not operating properly or if a technical upgrade becomes available does not preclude the customer from having the right to use an identified asset.
- AG20. If the customer cannot readily determine whether the supplier has a substantive substitution right, the customer shall presume that any substitution right is not substantive.

#### Portions of Assets

- AG21. A capacity portion of an asset is an identified asset if it is physically distinct (for example, a floor of a building). A capacity or other portion of an asset that is not physically distinct (for example, a capacity portion of a fibre optic cable) is not an identified asset, unless it represents substantially all of the capacity of the asset and thereby provides the customer with the right to obtain substantially all of the economic benefits from use of the asset.

#### *Right to Obtain Economic Benefits from Use*

- AG22. To control the use of an identified asset, a customer is required to have the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use (for example, by having exclusive use of the asset throughout that period). A customer can obtain economic benefits from use of an asset directly or indirectly in many ways, such as by using, holding or sub-leasing the asset. The economic benefits from use of an asset include its primary output and by-products (including potential cash flows derived from these items), and other economic benefits from using the asset that could be realized from a commercial transaction with a third party.
- AG23. When assessing the right to obtain substantially all of the economic benefits from use of an asset, an entity shall consider the economic benefits that result from use of the asset within the defined scope of a customer's right to use the asset (see paragraph AG31). For example:
- (a) If a contract limits the use of a motor vehicle to only one particular territory during the period of use, an entity shall consider only the economic benefits from use of the motor vehicle within that territory, and not beyond.
  - (b) If a contract specifies that a customer can drive a motor vehicle only up to a particular number of miles during the period of use, an entity shall consider only the economic benefits from use of the motor vehicle for the permitted mileage, and not beyond.
- AG24. If a contract requires a customer to pay the supplier or another party a portion of the cash flows derived from use of an asset as consideration, those cash flows paid as consideration shall be considered to be part of the economic benefits that the customer obtains from use of the asset. For example, if the customer is required to pay the supplier a percentage of sales from use of retail space as consideration for that use, that requirement does not prevent the customer from having the right to obtain substantially all of the economic benefits from use of the retail space. This is because the cash flows arising from those sales are considered to be economic benefits that the customer obtains from use of the retail space, a portion of which it then pays to the supplier as consideration for the right to use that space.

*Right to Direct the Use*

AG25. A customer has the right to direct the use of an identified asset throughout the period of use only if either:

- (a) The customer has the right to direct how and for what purpose the asset is used throughout the period of use (as described in paragraphs AG26–AG31); or
- (b) The relevant decisions about how and for what purpose the asset is used are predetermined and:
  - (i) The customer has the right to operate the asset (or to direct others to operate the asset in a manner that it determines) throughout the period of use, without the supplier having the right to change those operating instructions; or
  - (ii) The customer designed the asset (or specific aspects of the asset) in a way that predetermines how and for what purpose the asset will be used throughout the period of use.

*How and for What Purpose the Asset is Used*

AG26. A customer has the right to direct how and for what purpose the asset is used if, within the scope of its right of use defined in the contract, it can change how and for what purpose the asset is used throughout the period of use. In making this assessment, an entity considers the decision-making rights that are most relevant to changing how and for what purpose the asset is used throughout the period of use. Decision-making rights are relevant when they affect the economic benefits to be derived from use. The decision-making rights that are most relevant are likely to be different for different contracts, depending on the nature of the asset and the terms and conditions of the contract.

AG27. Examples of decision-making rights that, depending on the circumstances, grant the right to change how and for what purpose the asset is used, within the defined scope of the customer's right of use, include:

- (a) Rights to change the type of output that is produced by the asset (for example, to decide whether to use a shipping container to transport goods or for storage, or to decide upon the mix of products sold from retail space);
- (b) Rights to change when the output is produced (for example, to decide when an item of machinery or a power plant will be used);
- (c) Rights to change where the output is produced (for example, to decide upon the destination of a truck or a ship, or to decide where an item of equipment is used); and
- (d) Rights to change whether the output is produced, and the quantity of that output (for example, to decide whether to produce energy from a power plant and how much energy to produce from that power plant).

AG28. Examples of decision-making rights that do not grant the right to change how and for what purpose the asset is used include rights that are limited to operating or maintaining the asset. Such rights can be held by the customer or the supplier. Although rights such as those to operate or maintain an asset are often essential to the efficient use of an asset, they are not rights to direct how and for

what purpose the asset is used and are often dependent on the decisions about how and for what purpose the asset is used. However, rights to operate an asset may grant the customer the right to direct the use of the asset if the relevant decisions about how and for what purpose the asset is used are predetermined (see paragraph AG25(b)(ii)).

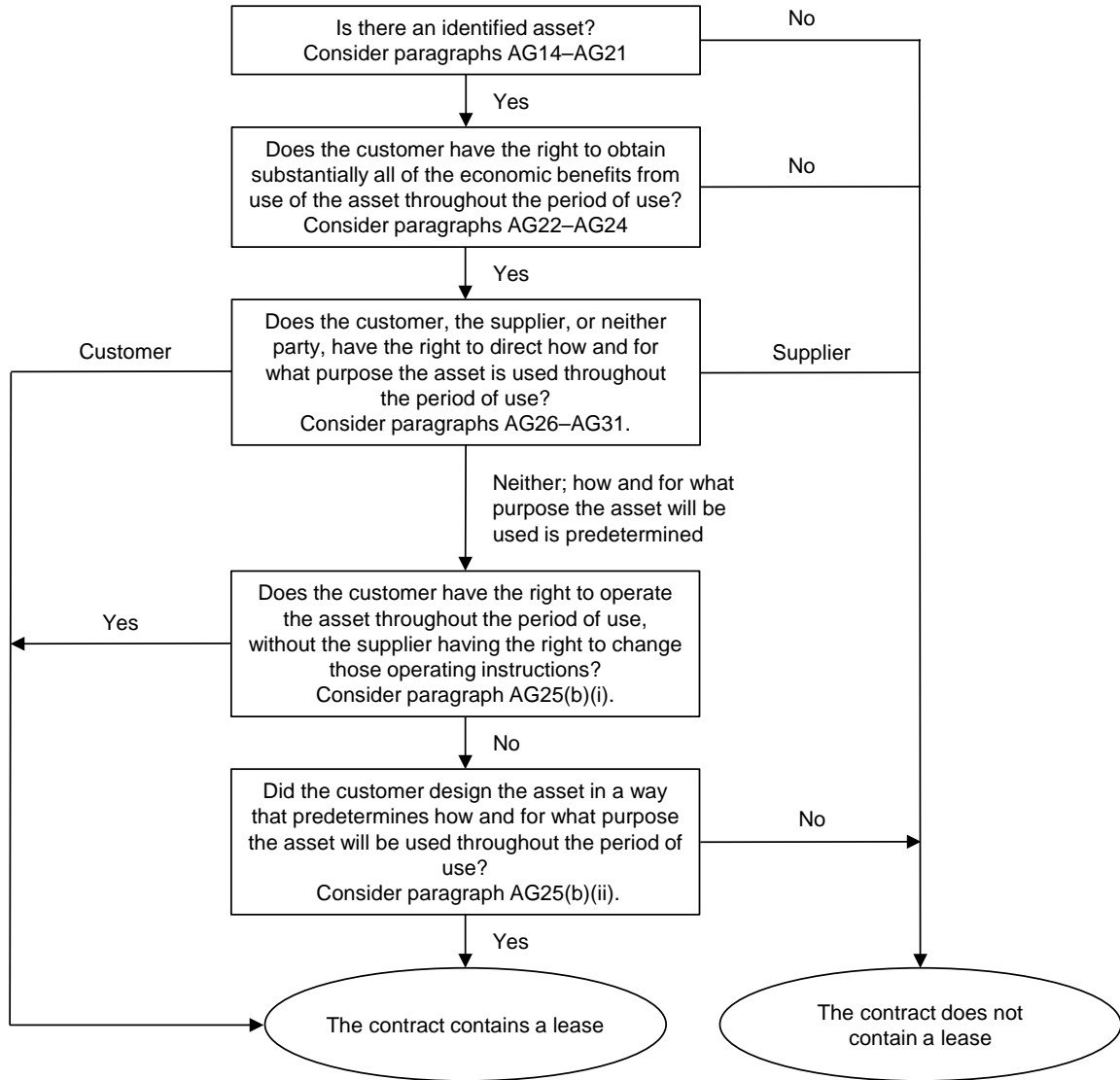
#### Decisions Determined during and before the Period of Use

- AG29. The relevant decisions about how and for what purpose the asset is used can be predetermined in a number of ways. For example, the relevant decisions can be predetermined by the design of the asset or by contractual restrictions on the use of the asset.
- AG30. In assessing whether a customer has the right to direct the use of an asset, an entity shall consider only rights to make decisions about the use of the asset during the period of use, unless the customer designed the asset (or specific aspects of the asset) as described in paragraph AG25(b)(ii). Consequently, unless the conditions in paragraph AG25(b)(ii) exist, an entity shall not consider decisions that are predetermined before the period of use. For example, if a customer is able only to specify the output of an asset before the period of use, the customer does not have the right to direct the use of that asset. The ability to specify the output in a contract before the period of use, without any other decision-making rights relating to the use of the asset, gives a customer the same rights as any customer that purchases goods or services.

#### Protective Rights

- AG31. A contract may include terms and conditions designed to protect the supplier's interest in the asset or other assets, to protect its personnel, or to ensure the supplier's compliance with laws or regulations. These are examples of protective rights. For example, a contract may (i) specify the maximum amount of use of an asset or limit where or when the customer can use the asset, (ii) require a customer to follow particular operating practices, or (iii) require a customer to inform the supplier of changes in how an asset will be used. Protective rights typically define the scope of the customer's right of use but do not, in isolation, prevent the customer from having the right to direct the use of an asset.
- AG32. The following flowchart may assist entities in making the assessment of whether a contract is, or contains, a lease.

[DRAFT] IPSAS [X] (ED 64)–LEASES



**Separating Components of a Contract (see paragraphs 18–23)**

AG33. The right to use an underlying asset is a separate lease component if both:

- (a) The lessee can benefit from use of the underlying asset either on its own or together with other resources that are readily available to the lessee. Readily available resources are goods or services that are sold or leased separately (by the lessor or other suppliers) or resources that the lessee has already obtained (from the lessor or from other transactions or events); and
- (b) The underlying asset is neither highly dependent on, nor highly interrelated with, the other underlying assets in the contract. For example, the fact that a lessee could decide not to lease the underlying asset without significantly affecting its rights to use other underlying assets in the contract might indicate that the underlying asset is not highly dependent on, or highly interrelated with, those other underlying assets.

AG34. A contract may include an amount payable by the lessee for activities and costs that do not transfer a good or service to the lessee. For example, a lessor may include in the total amount payable a charge for administrative tasks, or other costs it incurs associated with the lease, that do not transfer a good or service to the lessee. Such amounts payable do not give rise to a separate component of the contract, but are considered to be part of the total consideration that is allocated to the separately identified components of the contract.

**Lease Term (see paragraphs 24–27)**

AG35. In determining the lease term and assessing the length of the non-cancellable period of a lease, an entity shall apply the definition of a contract and determine the period for which the contract is enforceable. A lease is no longer enforceable when the lessee and the lessor each has the right to terminate the lease without permission from the other party with no more than an insignificant penalty.

AG36. If only a lessee has the right to terminate a lease, that right is considered to be an option to terminate the lease available to the lessee that an entity considers when determining the lease term. If only a lessor has the right to terminate a lease, the non-cancellable period of the lease includes the period covered by the option to terminate the lease.

AG37. The lease term begins at the commencement date and includes any rent-free periods provided to the lessee by the lessor.

AG38. At the commencement date, an entity assesses whether the lessee is reasonably certain to exercise an option to extend the lease or to purchase the underlying asset, or not to exercise an option to terminate the lease. The entity considers all relevant facts and circumstances that create an economic incentive for the lessee to exercise, or not to exercise, the option, including any expected changes in facts and circumstances from the commencement date until the exercise date of the option. Examples of factors to consider include, but are not limited to:

- (a) Contractual terms and conditions for the optional periods compared with market rates, such as:
  - (i) The amount of payments for the lease in any optional period;

- (ii) The amount of any variable payments for the lease or other contingent payments, such as payments resulting from termination penalties and residual value guarantees; and
    - (iii) The terms and conditions of any options that are exercisable after initial optional periods (for example, a purchase option that is exercisable at the end of an extension period at a rate that is currently below market rates).
  - (b) Significant leasehold improvements undertaken (or expected to be undertaken) over the term of the contract that are expected to have significant economic benefit for the lessee when the option to extend or terminate the lease, or to purchase the underlying asset, becomes exercisable;
  - (c) Costs relating to the termination of the lease, such as negotiation costs, relocation costs, costs of identifying another underlying asset suitable for the lessee's needs, costs of integrating a new asset into the lessee's operations, or termination penalties and similar costs, including costs associated with returning the underlying asset in a contractually specified condition or to a contractually specified location;
  - (d) The importance of that underlying asset to the lessee's operations, considering, for example, whether the underlying asset is a specialized asset, the location of the underlying asset and the availability of suitable alternatives; and
  - (e) Conditionality associated with exercising the option (i.e., when the option can be exercised only if one or more conditions are met), and the likelihood that those conditions will exist.
- AG39. An option to extend or terminate a lease may be combined with one or more other contractual features (for example, a residual value guarantee) such that the lessee guarantees the lessor a minimum or fixed cash return that is substantially the same regardless of whether the option is exercised. In such cases, and notwithstanding the guidance on in-substance fixed payments in paragraph AG48, an entity shall assume that the lessee is reasonably certain to exercise the option to extend the lease, or not to exercise the option to terminate the lease.
- AG40. The shorter the non-cancellable period of a lease, the more likely a lessee is to exercise an option to extend the lease or not to exercise an option to terminate the lease. This is because the costs associated with obtaining a replacement asset are likely to be proportionately higher the shorter the non-cancellable period.
- AG41. A lessee's past practice regarding the period over which it has typically used particular types of assets (whether leased or owned), and its economic reasons for doing so, may provide information that is helpful in assessing whether the lessee is reasonably certain to exercise, or not to exercise, an option. For example, if a lessee has typically used particular types of assets for a particular period of time or if the lessee has a practice of frequently exercising options on leases of particular types of underlying assets, the lessee shall consider the economic reasons for that past practice in assessing whether it is reasonably certain to exercise an option on leases of those assets.
- AG42. Paragraph 26 specifies that, after the commencement date, a lessee reassesses the lease term upon the occurrence of a significant event or a significant change in circumstances that is within the control of the lessee and affects whether the lessee is reasonably certain to exercise an option not previously included in its determination of the lease term, or not to exercise an option previously



included in its determination of the lease term. Examples of significant events or changes in circumstances include:

- (a) Significant leasehold improvements not anticipated at the commencement date that are expected to have significant economic benefit for the lessee when the option to extend or terminate the lease, or to purchase the underlying asset, becomes exercisable;
- (b) A significant modification to, or customization of, the underlying asset that was not anticipated at the commencement date;
- (c) The inception of a sublease of the underlying asset for a period beyond the end of the previously determined lease term; and
- (d) A business decision of the lessee that is directly relevant to exercising, or not exercising, an option (for example, a decision to extend the lease of a complementary asset, to dispose of an alternative asset or to dispose of an business unit operation within which the right-of-use asset is employed).

AG43. A budget funding or cancellation clause (a clause that allows public sector lessees to cancel a lease agreement, typically on an annual basis, if the government does not appropriate funds for the lease payments) should be considered in determining the lease term only when it is reasonably certain that the clause will be exercised (i.e., funds will not be appropriated).

#### **Concessionary Leases (see paragraphs 32, 33, 34, 38, 77 and 79)**

AG44. Concessionary leases are granted to or received by an entity at below market terms. Examples of concessionary leases include leases to international organizations or to other public sector entities with public policy objectives.

AG45. As concessionary leases are granted or received at below market terms, the transaction price on initial recognition of the lease will not be its fair value. At initial recognition, an entity therefore analyzes the substance of the lease granted or received into its component parts, and accounts for those components using the principles in paragraphs AG46 and AG47 below.

AG46. An entity firstly assesses whether the substance of the concessionary lease is in fact a financing transaction or a grant or a combination thereof, by applying the principles in this Standard and paragraphs 42–58 of IPSAS 23. If an entity has determined that, in substance, the concessionary lease is a grant (for example, leases for zero or nominal consideration), it accounts for the concessionary lease as follows:

- (a) Where the concessionary lease (grant) is received by an entity, it is accounted in accordance with IPSAS 23.
- (b) Where the concessionary lease (grant) is granted by an entity, it is accounted for according to the relevant international or national accounting standard.

AG47. If an entity has determined that the transaction is a combination of a financing transaction and a grant, any difference between the fair value of the lease and the transaction price (the total of lease payments) is treated as follows:

- (a) Where the concessionary lease is received by an entity, the difference is accounted in accordance with IPSAS 23.

- (b) Where the concessionary lease is granted by an entity, the difference is treated as an expense in surplus or deficit at initial recognition, except where the lease is a transaction with owners, in their capacity as owners. For example, where a controlling entity provides a concessionary lease to a controlled entity, the difference may represent a capital contribution, i.e., an investment in an entity, rather than an expense.

Illustrative examples are provided in paragraph IG55 of IPSAS 23 as well as paragraph IE11 accompanying this Standard.

### **In-substance Fixed Lease Payments (see paragraphs 36(a), 46(c) 76(a))**

AG48. Lease payments include any in-substance fixed lease payments. In-substance fixed lease payments are payments that may, in form, contain variability but that, in substance, are unavoidable. In-substance fixed lease payments exist, for example, if:

- (a) Payments are structured as variable lease payments, but there is no genuine variability in those payments. Those payments contain variable clauses that do not have real economic substance. Examples of those types of payments include:
  - (i) Payments that must be made only if an asset is proven to be capable of operating during the lease, or only if an event occurs that has no genuine possibility of not occurring; or
  - (ii) Payments that are initially structured as variable lease payments linked to the use of the underlying asset but for which the variability will be resolved at some point after the commencement date so that the payments become fixed for the remainder of the lease term. Those payments become in-substance fixed payments when the variability is resolved.
- (b) There is more than one set of payments that a lessee could make, but only one of those sets of payments is realistic. In this case, an entity shall consider the realistic set of payments to be lease payments.
- (c) There is more than one realistic set of payments that a lessee could make, but it must make at least one of those sets of payments. In this case, an entity shall consider the set of payments that aggregates to the lowest amount (on a discounted basis) to be lease payments.

### **Lessee Involvement with the Underlying Asset before the Commencement Date**

#### *Costs of the Lessee Relating to the Construction or Design of the Underlying Asset*

- AG49. An entity may negotiate a lease before the underlying asset is available for use by the lessee. For some leases, the underlying asset may need to be constructed or redesigned for use by the lessee. Depending on the terms and conditions of the contract, a lessee may be required to make payments relating to the construction or design of the asset.
- AG50. If a lessee incurs costs relating to the construction or design of an underlying asset, the lessee shall account for those costs applying other applicable Standards, such as ~~IAS 46~~ IPSAS 17. Costs relating to the construction or design of an underlying asset do not include payments made by the

lessee for the right to use the underlying asset. Payments for the right to use an underlying asset are payments for a lease, regardless of the timing of those payments.

*Legal Title to the Underlying Asset*

- AG51. A lessee may obtain legal title to an underlying asset before that legal title is transferred to the lessor and the asset is leased to the lessee. Obtaining legal title does not in itself determine how to account for the transaction.
- AG52. If the lessee controls (or obtains control of) the underlying asset before that asset is transferred to the lessor, the transaction is a sale and leaseback transaction that is accounted for applying paragraphs 110–118.
- AG53. However, if the lessee does not obtain control of the underlying asset before the asset is transferred to the lessor, the transaction is not a sale and leaseback transaction. ~~For example, this may be the case if a manufacturer, a lessor and a lessee negotiate a transaction for the purchase of an asset from the manufacturer by the lessor, which is in turn leased to the lessee. The lessee may obtain legal title to the underlying asset before legal title transfers to the lessor. In this case, if the lessee obtains legal title to the underlying asset but does not obtain control of the asset before it is transferred to the lessor, the transaction is not accounted for as a sale and leaseback transaction, but as a lease.~~

**Lessee disclosures (see paragraph 62)**

- AG54. In determining whether additional information about leasing activities is necessary to meet the disclosure objective in paragraph 54 ~~62~~, a lessee shall consider:
- (a) Whether that information is relevant to users of financial statements. A lessee shall provide additional information specified in paragraph 59 ~~70~~ only if that information is expected to be relevant to users of financial statements. In this context, this is likely to be the case if it helps those users to understand:
    - (i) The flexibility provided by leases. Leases may provide flexibility if, for example, a lessee can reduce its exposure by exercising termination options or renewing leases with favorable terms and conditions.
    - (ii) Restrictions imposed by leases. Leases may impose restrictions, for example, by requiring the lessee to maintain particular financial ratios.
    - (iii) Sensitivity of reported information to key variables. Reported information may be sensitive to, for example, future variable lease payments.
    - (iv) Exposure to other risks arising from leases.
    - (v) Deviations from industry practice. Such deviations may include, for example, unusual or unique lease terms and conditions that affect a lessee's lease portfolio.
  - (b) Whether that information is apparent from information either presented in the primary financial statements or disclosed in the notes. A lessee need not duplicate information that is already presented elsewhere in the financial statements.

AG55. Additional information relating to variable lease payments that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 62 could include information that helps users of financial statements to assess, for example:

- (a) The lessee's reasons for using variable lease payments and the prevalence of those payments;
- (b) The relative magnitude of variable lease payments to fixed payments;
- (c) Key variables upon which variable lease payments depend and how payments are expected to vary in response to changes in those key variables; and
- (d) Other operational and financial effects of variable lease payments.

AG56. Additional information relating to extension options or termination options that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 62 could include information that helps users of financial statements to assess, for example:

- (a) The lessee's reasons for using extension options or termination options and the prevalence of those options;
- (b) The relative magnitude of *optional lease payments* to lease payments;
- (c) The prevalence of the exercise of options that were not included in the measurement of lease liabilities; and
- (d) Other operational and financial effects of those options.

AG57. Additional information relating to residual value guarantees that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 62 could include information that helps users of financial statements to assess, for example:

- (a) The lessee's reasons for providing residual value guarantees and the prevalence of those guarantees;
- (b) The magnitude of a lessee's exposure to residual value risk;
- (c) The nature of underlying assets for which those guarantees are provided; and
- (d) Other operational and financial effects of those guarantees.

AG58. Additional information relating to sale and leaseback transactions that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 62 could include information that helps users of financial statements to assess, for example:

- (a) The lessee's reasons for sale and leaseback transactions and the prevalence of those transactions;
- (b) Key terms and conditions of individual sale and leaseback transactions;
- (c) Payments not included in the measurement of lease liabilities; and
- (d) The cash flow effect of sale and leaseback transactions in the reporting period.

**~~Lessor lease classification (paragraphs 61–66)~~**

~~B53 The classification of leases for lessors in this Standard is based on the extent to which the lease transfers the risks and rewards incidental to ownership of an underlying asset. Risks include the~~

~~possibilities of losses from idle capacity or technological obsolescence and of variations in return because of changing economic conditions. Rewards may be represented by the expectation of profitable operation over the underlying asset's economic life and of gain from appreciation in value or realisation of a residual value.~~

- ~~B54—A lease contract may include terms and conditions to adjust the lease payments for particular changes that occur between the inception date and the commencement date (such as a change in the lessor's cost of the underlying asset or a change in the lessor's cost of financing the lease). In that case, for the purposes of classifying the lease, the effect of any such changes shall be deemed to have taken place at the inception date.~~
- ~~B55—When a lease includes both land and buildings elements, a lessor shall assess the classification of each element as a finance lease or an operating lease separately applying paragraphs 62–66 and B53–B54. In determining whether the land element is an operating lease or a finance lease, an important consideration is that land normally has an indefinite economic life.~~
- ~~B56—Whenever necessary in order to classify and account for a lease of land and buildings, a lessor shall allocate lease payments (including any lump-sum upfront payments) between the land and the buildings elements in proportion to the relative fair values of the leasehold interests in the land element and buildings element of the lease at the inception date. If the lease payments cannot be allocated reliably between these two elements, the entire lease is classified as a finance lease, unless it is clear that both elements are operating leases, in which case the entire lease is classified as an operating lease.~~
- ~~B57—For a lease of land and buildings in which the amount for the land element is immaterial to the lease, a lessor may treat the land and buildings as a single unit for the purpose of lease classification and classify it as a finance lease or an operating lease applying paragraphs 62–66 and B53–B54. In such a case, a lessor shall regard the economic life of the buildings as the economic life of the entire underlying asset.~~

#### **~~Sublease classification~~**

- ~~B58—In classifying a sublease, an intermediate lessor shall classify the sublease as a finance lease or an operating lease as follows:~~
- ~~(a)—if the head lease is a short-term lease that the entity, as a lessee, has accounted for applying paragraph 6, the sublease shall be classified as an operating lease.~~
  - ~~(b)—otherwise, the sublease shall be classified by reference to the right-of-use asset arising from the head lease, rather than by reference to the underlying asset (for example, the item of property, plant or equipment that is the subject of the lease).~~

#### **Lessor**

*Recognition and Measurement of the Liability (Unearned Revenue) (see paragraphs 90–91)*

- ~~AG59. When the lessor fulfills its obligation to make the underlying asset available for use by the lessee, the lessee is granted the right to earn revenue over the lease term because it controls the right-of-use asset. Likewise, the lessor earns the benefit associated with the lease receivable in exchange for the right to use the underlying asset granted to the lessee over the lease term. Accordingly, the revenue is not recognized immediately. Instead, a liability (unearned revenue) is recognized for the~~

revenue that is not yet earned in accordance with paragraph 73. Revenue is recognized and the liability reduced in accordance with paragraph 90 based on the economic substance of the lease contract, usually as access to the underlying asset is provided to the lessee over the lease term.

*Sublease*

- AG60. A sublease involves three parties: the head lessor, the intermediate lessor (who is the lessee in the head lease), and a third party (the new lessee). The head lessor should continue to apply the lessor accounting requirements in this Standard. The intermediate lessor should account for the head lease and the sublease as two separate transactions, as a lessee and as a lessor, respectively. Those separate transactions should not be offset against one another. The new lessee should apply the lessee accounting requirements in this Standard.
- AG61. The intermediate lessor should disclose the sublease arrangements separately from its lessee transactions related to the head lease.

## Amendments to Other IPSASs

### Amendments to IPSAS 2, *Cash Flow Statements*

Paragraphs 26 and 55 are amended. Paragraph 63E is added. New text is underlined and deleted text is struck through.

### Presentation of a Cash Flow Statement

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#### Financing Activities

26. The separate disclosure of cash flows arising from financing activities is important, because it is useful in predicting claims on future cash flows by providers of capital to the entity. Examples of cash flows arising from financing activities are:

- (a) Cash proceeds from issuing debentures, loans, notes, bonds, mortgages, and other short or long-term borrowings;
- (b) Cash repayments of amounts borrowed; and
- (c) Cash payments by a lessee for the reduction of the outstanding liability relating to a ~~finance~~ lease.

...

#### Noncash Transactions

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55. Many investing and financing activities do not have a direct impact on current cash flows, although they do affect the capital and asset structure of an entity. The exclusion of noncash transactions from the cash flow statement is consistent with the objective of a cash flow statement, as these items do not involve cash flows in the current period. Examples of noncash transactions are:

- (e) The acquisition of assets through the exchange of assets, the assumption of directly related liabilities, or by means of a ~~finance~~ lease; and
- (f) The conversion of debt to equity.

...

#### Effective date

63E. Paragraphs 26 and 55 were amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY, it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

**Amendments to IPSAS 4, *The Effects of Changes in Foreign Exchange Rates***

Paragraph 17 is amended. Paragraph 71C is added. New text is underlined and deleted text is struck through.

**Definitions**

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**Monetary Items**

17. The essential feature of a monetary item is a right to receive (or an obligation to deliver) a fixed or determinable number of units of currency. Examples include: social policy obligations and other employee benefits to be paid in cash; provisions that are to be settled in cash; lease liabilities; and cash dividends or similar distributions that are recognized as a liability. Conversely, the essential feature of a non-monetary item is the absence of a right to receive (or an obligation to deliver) a fixed or determinable number of units of currency. Examples include: amounts prepaid for goods and services (~~e.g., prepaid rent~~); goodwill; intangible assets; inventories; property, plant, and equipment; right-of-use assets; and provisions that are to be settled by the delivery of a non-monetary asset.

...

**Effective Date**

...

- 71C. Paragraphs 17 was amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

**Amendments to IPSAS 5, *Borrowing Costs***

Paragraph 6 is amended. Paragraph 42C is added. New text is underlined and deleted text is struck through.

**Definitions****Borrowing Costs**

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6. Borrowing costs may include:
- (a) Interest on bank overdrafts and short-term and long-term borrowings;
  - (b) Amortization of discounts or premiums relating to borrowings;
  - (c) Amortization of ancillary costs incurred in connection with the arrangement of borrowings;
  - (d) ~~Finance charges~~ Interest in respect of ~~finance~~ leases liabilities and service concession arrangements; and



[DRAFT] IPSAS [X] (ED 64)–LEASES

- (e) Exchange differences arising from foreign currency borrowings, to the extent that they are regarded as an adjustment to interest costs.

...

## Effective Date

...

- 42C. Paragraphs 6 was amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

### Amendments to IPSAS 9, *Revenue from Exchange Transactions*

Paragraph 10 is amended. Paragraph 41C is added. New text is underlined and deleted text is struck through.

## Scope

...

10. This Standard does not deal with revenues arising from:
- (a) Lease agreements (see ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64), *Leases*);

...

## Effective date

- 41C. Paragraph 10 was amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY, it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

### Amendments to IPSAS 12, *Inventories*

Paragraph 20 is amended. Paragraph 51C is added. New text is underlined and deleted text is struck through.

## Measurement of Inventories

...

### Cost of Inventories

...

*Costs of Conversion*

20. The costs of converting work-in-progress inventories into finished goods inventories are incurred primarily in a manufacturing environment. The costs of conversion of inventories include costs directly related to the units of production, such as direct labor. They also include a systematic allocation of fixed and variable production overheads that are incurred in converting materials into finished goods. Fixed production overheads are those indirect costs of production that remain relatively constant regardless of (a) the volume of production, such as depreciation and maintenance of factory buildings, ~~and equipment~~ and right-of-use assets used in the production process, and (b) the cost of factory management and administration. Variable production overheads are those indirect costs of production that vary directly, or nearly directly, with the volume of production, such as indirect materials and indirect labor.

**Effective date**

**51C. Paragraph 20 was amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.**

**Amendments to IPSAS 16, *Investment Property***

(Given the extensive changes to IPSAS 16, *Investment Property*, the full text of this Standard with the proposed changes to it has been reproduced at the end of Appendix B)

**Amendments to IPSAS 17, *Property, Plant, and Equipment***

Paragraphs 8, 19, 60, 83, 84 are amended. Paragraph 108O is added. Paragraphs 7 and 41 are deleted. New text is underlined and deleted text is struck through.

**Scope**

...

7. ~~[Deleted] Other IPSASs may require recognition of an item of property, plant, and equipment based on an approach different from that in this Standard. For example, IPSAS 13, *Leases*, requires an entity to evaluate its recognition of an item of leased property, plant, and equipment on the basis of the transfer of risks and rewards. IPSAS 32 requires an entity to evaluate the recognition of an item of property, plant, and equipment used in a service concession arrangement on the basis of control of the asset. However, in such cases other aspects of the accounting treatment for these assets, including depreciation, are prescribed by this Standard.~~
8. An entity using the cost model for investment property in accordance with IPSAS 16, *Investment Property* shall use the cost model in this Standard for owned investment property.

## Recognition

...

19. An entity evaluates under this recognition principle all its property, plant, and equipment costs at the time they are incurred. These costs include costs incurred initially to acquire or construct an item of property, plant, and equipment and costs incurred subsequently to add to, replace part of, or service it. The cost of an item of property, plant and equipment may include costs incurred relating to leases of assets that are used to construct, add to, replace part of or service an item of property, plant and equipment, such as depreciation of right-of-use assets.

## Measurement at Recognition

...

### Measurement of Cost

...

41. ~~[Deleted] The cost of an item of property, plant, and equipment held by a lessee under a finance lease is determined in accordance with IPSAS 13.~~

## Measurement after Recognition

...

### Depreciation

...

60. An entity allocates the amount initially recognized in respect of an item of property, plant, and equipment to its significant parts and depreciates separately each such part. For example, in most cases, it would be required to depreciate separately the pavements, formation, curbs and channels, footpaths, bridges, and lighting within a road system. Similarly, it may be appropriate to depreciate separately the airframe and engines of an aircraft, ~~whether owned or subject to a finance lease.~~ Similarly, if an entity acquires property, plant and equipment subject to ~~an operating~~ lease in which it is the lessor, it may be appropriate to depreciate separately amounts reflected in the cost of that item that are attributable to favorable or unfavorable lease terms relative to market terms.

...

## Derecognition

83. The gain or loss arising from the derecognition of an item of property, plant, and equipment shall be included in surplus or deficit when the item is derecognized (unless ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64) requires otherwise on a sale and leaseback).

...

84. The disposal of an item of property, plant and equipment may occur in a variety ways (e.g., by sale, ~~by entering into a finance lease~~ or by donation). In determining the date of disposal of an item, an

entity applies the criteria in IPSAS 9 for recognizing revenue from the sale of goods. ~~IPSAS 13 [draft]~~ IPSAS [X] (ED 64) applies to disposal by a sale and leaseback.

...

## Effective Date

...

1080. ~~Paragraphs 8, 19, 60, 83, 84 were amended and paragraphs 7 and 41 were deleted by [draft] IPSAS [X] (ED 64), Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY, it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.~~

## Amendments to IPSAS 18, *Segment Reporting*

Paragraphs 33 and 35 are amended. Paragraph 76C is added. New text is underlined and deleted text is struck through.

## Definitions of Segment Revenue, Expense, Assets, Liabilities, and Accounting Policies

...

### Segment Assets, Liabilities, Revenue, and Expense, and Accounting Policies

33. Examples of segment assets include current assets that are used in the operating activities of the segment: property, plant, and equipment; right-of-use assets ~~that are the subject of finance leases~~; and intangible assets. If a particular item of depreciation or amortization is included in segment expense, the related asset is also included in segment assets. Segment assets do not include assets used for general entity or head office purposes. For example:
  - (a) The office of the central administration and policy development unit of a department of education is not included in segments reflecting the delivery of primary, secondary and tertiary educational services; or
  - (b) The parliamentary or other general assembly building is not included in segments reflecting major functional activities such as education, health, and defense when reporting at the whole-of-government level.

Segment assets include operating assets shared by two or more segments if a reasonable basis for allocation exists.

...

35. Examples of segment liabilities include trade and other payables, accrued liabilities, advances from members of the community for the provision of partially subsidized goods and services in the future, product warranty provisions arising from any commercial activities of the entity, and other claims relating to the provision of goods and services. Segment liabilities do not include borrowings, liabilities related to right-of-use assets ~~that are the subject of finance leases~~, and other liabilities that are

incurred for financing rather than operating purposes. If interest expense is included in segment expense, the related interest-bearing liability is included in segment liabilities.

## Effective Date

...

- 76C. Paragraphs 33 and 35 were amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

## Amendments to IPSAS 19, *Provisions, Contingent Liabilities and Contingent Assets*

Paragraph 13 is amended. Paragraph 111D is added. New text is underlined and deleted text is struck through.

## Scope

13. Where another IPSAS deals with a specific type of provision, contingent liability, or contingent asset, an entity applies that standard instead of this Standard. For example, certain types of provisions are also addressed in Standards on:
- (a) Construction contracts (see IPSAS 11, *Construction Contracts*); and
  - (b) Leases (see ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64), *Leases*). However, ~~as IPSAS 13 contains no specific requirements to deal with operating leases that have become onerous, this Standard applies to such cases~~ this Standard applies to any lease that becomes onerous before the commencement date of the lease as defined in [draft] IPSAS [X] (ED 64). This Standard also applies to short-term leases and leases for which the underlying asset is of low value accounted for in accordance with paragraph 7 of [draft] IPSAS [X] (ED 64) and that have become onerous.

## Effective Date

...

- 111D. Paragraph 13 was amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

## Implementation Guidance

*This guidance accompanies, but is not part of, IPSAS 19.*

...

## An Onerous Contract

IG13. ~~[Deleted] A hospital laundry operates from a building that the hospital (the reporting entity) has leased under an operating lease. During December 2004, the laundry relocates to a new building. The lease on the old building continues for the next four years; it cannot be canceled. The hospital has no alternative use for the building and the building cannot be re-let to another user.~~

## Analysis

~~Present obligation as a result of a past obligating event – The obligating event is the signing of the lease contract, which gives rise to a legal obligation.~~

~~An outflow of resources embodying economic benefits or service potential in settlement – When the lease becomes onerous, an outflow of resources embodying economic benefits is probable. (Until the lease becomes onerous, the hospital accounts for the lease under IPSAS 13, Leases).~~

## Conclusion

~~A provision is recognized for the best estimate of the unavoidable lease payments (see paragraphs 13(b), 22 and 76).~~

## Amendments to IPSAS 23, *Revenue from Non-Exchange Transactions (Taxes and Transfers)*

Paragraph 42 is amended. Paragraphs 105C, 105D and 124F are added. The heading above paragraph 105C is added. New text is underlined.

42. Consistent with IPSAS 12, *Inventories*, IPSAS 16, *Investment Property*, ~~and~~ IPSAS 17, and [draft] IPSAS [X] (ED 64), *Leases* for right-of-use assets held by a lessee, assets acquired through non-exchange transactions are measured at their fair value as at the date of acquisition.

## Concessionary Leases

105C. Concessionary leases are granted to or received by an entity at below market terms, including leases for zero or nominal consideration. The portion of the lease that is payable, if any, along with any interest payments, is an exchange transaction and is accounted for in accordance with [draft] IPSAS [X] (ED 64), *Leases*. An entity considers whether any difference between the consideration (lease payments) and the fair value of the lease on initial recognition (see [draft] IPSAS [X] (ED 64)) is non-exchange revenue that should be accounted for in accordance with this Standard.

105D. Where an entity determines that the difference between the consideration (lease payments) and the fair value of the lease on initial recognition is non-exchange revenue, an entity recognizes the difference as revenue, except if a present obligation exists, e.g., where specific conditions imposed on the transferred asset (the right-of-use asset) by the recipient result in a present obligation. Where a present obligation exists, it is recognized as a liability. As the entity satisfies the present obligation, the liability is reduced and an equal amount of revenue is recognized.

## Effective Date

...

124F. Paragraph 42 was amended and paragraphs 105C and 105D were added by [draft] IPSAS [X] (ED 64). Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

...

## Implementation Guidance

*This guidance accompanies, but is not part of, IPSAS 23.*

## Measurement, Recognition, and Disclosures of Revenue from Non-Exchange Transactions

...

### Concessionary lease (paragraphs 105C and 105D)

IG55. A public sector not-for profit organization (Lessee) enters into a lease with a municipality (Lessor) to use a building over a period of 5 years. The annual market lease payment is CU5,312,420 with a market interest rate at 5% and the lessee pays only 70% of the annual market lease payment.

- The agreement stipulates that the lease should be paid over the 5 year period as follows:  
Year 1: CU3,718,694  
Year 2: CU3,718,694  
Year 3: CU3,718,694  
Year 4: CU3,718,694  
Year 5: CU3,718,694
- The lease includes conditions. To the extent the conditions are not met, the lease is cancelled and the right to use the underlying asset returns to the lessor. The conditions are met on a straight-line basis.

### Analysis

As it is a concessionary lease, the fair value of the right-of-use asset is assessed separately from the fair value of the lease payments. The public sector not-for profit organization (Lessee) has effectively received a subsidy of CU6,900,000 (which is the difference between the fair value of the right-of-use asset (measured at the present value of the market lease payments) and the present value of the contractual lease payments). (Note: An entity would consider whether the substance of the CU6,900,000 is a contribution from owners or revenue; assume for purposes of this example that the CU6,900,000 is revenue).

The grant of CU6,900,000 is accounted for in accordance with this Standard and, the lease with its related contractual interest and capital payments, in accordance with [draft] IPSAS [X] (ED 64).

The journal entries to account for the concessionary lease are as follows:

[DRAFT] IPSAS [X] (ED 64)–LEASES

1. On initial recognition, the entity will recognize the following:

<u>Dr</u>	<u>Right-of-use asset</u>	<u>CU23,000,000</u>	
	<u>Cr</u>	<u>Lease liability</u>	<u>CU16,100,000</u>
	<u>Cr</u>	<u>Liability</u>	<u>CU6,900,000</u>

2. Year 1: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU1,380,000</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU1,380,000</u>

(1/5 of the conditions met X CU6,900,000)

(Note: The journal entries for the repayment of interest and capital and interest accruals, have not been reflected in this example as it is intended to illustrate the recognition of revenue arising from concessionary leases. Comprehensive examples are included in the Illustrative Examples to [draft] IPSAS [X] (ED 64).

3. Year 2: the entity will recognize the following (the entity subsequently measures the concessionary lease at amortized cost):

<u>Dr</u>	<u>Liability</u>	<u>CU1,380,000</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU1,380,000</u>

(1/5 of the conditions met X CU6,900,000)

4. Year 3: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU1,380,000</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU1,380,000</u>

(1/5 of the conditions met X CU6,900,000)

5. Year 4: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU1,380,000</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU1,380,000</u>

(1/5 of the conditions met X CU6,900,000)

6. Year 5: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU1,380,000</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU1,380,000</u>

(1/5 of the conditions met X CU6,900,000)

If the concessionary lease was granted with no conditions, the entity would recognize the following on initial recognition:

<u>Dr</u>	<u>Right-of-use asset</u>	<u>CU23,000,000</u>	
	<u>Cr</u>	<u>Lease liability</u>	<u>CU16,100,000</u>
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU6,900,000</u>

#### IG56. Subsidy Results from 30% Lower Contract Lease Payments than Market Lease Payments.

A municipality (lessee) enters into a lease with an agency of central government (lessor) to use their equipment over a period of 5 years. The fair value of the right-of-use asset is CU7,5 million.

- The agreement stipulates that the lease should be paid over the 5 year period as follows:

Year 1: CU1,154,874

Year 2: CU1,154,874



Year 3: CU1,154,874Year 4: CU1,154,874Year 5: CU1,154,874

- The interest rate implicit in the lease is 5% per annum on the outstanding balance of the lease liability. A market related rate of interest for a similar lease transaction is 10%.
- The lease includes conditions. To the extent the conditions are not met, the lease is cancelled and the right to use the underlying asset returns to the lessor. The conditions are met on a straight-line basis.

**Analysis**

The municipality has effectively received a grant of CU3,122,119 (which is the difference between the present value of the contractual cash flows of the lease, discounted using the market related rate of interest of 10% and the present value of the contractual cash flows of the lease, discounted using the interest rate implicit in the lease of 5% or the difference between the fair value of the right-of-use asset and the present value of the contractual cash flows of the lease, discounted using the market related rate of interest of 10%). (Note: The municipality would consider whether the substance of the CU3,122,119 is a contribution from owners or revenue; assume for purposes of this example that the CU3,122,119 is revenue).

The grant of CU3,122,119 is accounted for in accordance with this Standard and, the lease with its related contractual interest and capital payments, in accordance with [draft] IPSAS [X] (ED 64).

The journal entries to account for the concessionary lease are as follows:

1. On initial recognition, the entity will recognize the following:

<u>Dr</u>	<u>Right-of-use asset</u>	<u>CU7,500,000</u>	
	<u>Cr</u>	<u>Lease liability</u>	<u>CU4,377,881</u>
	<u>Cr</u>	<u>Liability</u>	<u>CU3,622,119</u>

2. Year 1: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU124,424</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU124,424</u>

(1/5 of the conditions met X CU622,119)

(Note: The journal entries for the repayment of interest and capital and interest accruals, have not been reflected in this example as it is intended to illustrate the recognition of revenue arising from concessionary leases. Comprehensive examples are included in the Illustrative Examples to [draft] IPSAS [X] (ED 64).

3. Year 2: the entity will recognize the following (the entity subsequently measures the concessionary lease at amortized cost):

<u>Dr</u>	<u>Liability</u>	<u>CU124,424</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU124,424</u>

(1/5 of the conditions met X CU622,119)

4. Year 3: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU124,424</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU124,424</u>

## [DRAFT] IPSAS [X] (ED 64)–LEASES

(1/5 of the conditions met X CU622,119)5. Year 4: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU124,424</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU124,424</u>

6. Year 5: the entity will recognize the following:

<u>Dr</u>	<u>Liability</u>	<u>CU124,424</u>	
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU124,424</u>

(1/5 of the conditions met X CU622,119)If the concessionary lease was granted with no conditions, the entity would recognize the following on initial recognition:

<u>Dr</u>	<u>Right-of-use asset</u>	<u>CU7,500,000</u>	
	<u>Cr</u>	<u>Lease liability</u>	<u>CU4,377,881</u>
	<u>Cr</u>	<u>Non-exchange revenue</u>	<u>CU3,122,119</u>

**Amendments to IPSAS 27, *Agriculture***

Paragraph 3 is amended. Paragraph 56G is added. New text is underlined and deleted text is struck through.

**Scope**

3. This Standard does not apply to:
- (g) Land related to agricultural activity (see IPSAS 16, *Investment Property* and IPSAS 17, *Property, Plant, and Equipment*);
  - (h) Intangible assets related to agricultural activity (see IPSAS 31, *Intangible Assets*); and
  - (i) Biological assets held for the provision or supply of services.
  - (j) Right-of-use assets arising from a lease of land related to agricultural activity (see [draft] IPSAS [X] (ED 64)).

**Effective Date**

...

**56G. Paragraph 3 is amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.**

**Amendments to IPSAS 28, *Financial Instruments: Presentation***

Paragraphs AG16 and AG17 are amended. Paragraph 60D is added. New text is underlined and deleted text is struck through.

## Definitions (paragraphs 9 and 10)

### *Designation as at Fair Value through Surplus or Deficit*

...

- AG16. ~~Under IPSAS 13, *Leases*, a finance lease is regarded as primarily~~ A lease typically creates an entitlement of the lessor to receive, and an obligation of the lessee to pay, a stream of payments that are substantially the same as blended payments of principal and interest under a loan agreement. The lessor accounts for its investment in the amount receivable under the lease contract rather than the leased asset itself as a lease receivable and continues to recognize the leased asset. Accordingly, a lessor regards the lease receivable as a financial instrument. An operating lease, on the other hand, is regarded as primarily an uncompleted contract committing the lessor to provide the use of an asset in future periods in exchange for consideration similar to a fee for a service. The lessor continues to account for the leased asset itself rather than any amount receivable in the future under the contract. Accordingly, a finance lease is regarded as a financial instrument and an operating lease is not regarded as a financial instrument (except as regards individual payments currently due and payable).
- AG17. Physical assets (such as inventories, property, plant and equipment), ~~leased~~ right-of-use assets and intangible assets (such as patents and trademarks) are not financial assets. Control of such physical assets, right-of-use assets and intangible assets creates an opportunity to generate an inflow of cash or another financial asset, but it does not give rise to a present right to receive cash or another financial asset.

## Effective Date

...

- 60D. Paragraphs AG16 and AG17 were amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

### **Amendments to IPSAS 29, *Financial Instruments: Recognition and Measurement***

Paragraphs 2 and AG46 are amended. Paragraph 125H is added. New text is underlined and deleted text is struck through.

## Scope

2. This Standard shall be applied by all entities to all types of financial instruments, except:
  - (a) Those interests in controlled entities, associates and joint ventures that are accounted for in accordance with IPSAS 34, *Separate Financial Statements*, IPSAS 35, *Consolidated Financial Statements*, IPSAS 36, *Investments in Associates and Joint Ventures*. However, in some cases, IPSAS 34, IPSAS 35 or IPSAS 36 require or permit an entity to account for an interest in a controlled entity, associate, or joint venture in accordance with some or all of the requirements of this Standard. Entities shall also apply this Standard to derivatives on an

## [DRAFT] IPSAS [X] (ED 64)–LEASES

interest in a controlled entity, associate, or joint venture unless the derivative meets the definition of an equity instrument of the entity in IPSAS 28.

- (b) Rights and obligations under leases to which ~~IPSAS 43~~ [draft] IPSAS [X] (ED 64), *Leases* applies. However:
  - (i) Lease receivables recognized by a lessor are subject to the derecognition and impairment provisions of this Standard (see paragraphs 17–39, 67, 68, 72, and Appendix A paragraphs AG51–AG67 and AG117–AG126);
  - (ii) ~~Finance Lease payables liabilities~~ recognized by a lessee are subject to the derecognition provisions in paragraph 41 of this Standard (see paragraphs 41–44 and Appendix A paragraphs AG72–AG80); and
  - (iii) Derivatives that are embedded in leases are subject to the embedded derivatives provisions of this Standard (see paragraphs 11–15 and Appendix A paragraphs AG40–AG46).
- (c) Employers' rights and obligations under employee benefit plans, to which IPSAS ~~25~~ 39, *Employee Benefits* applies.
- (d) Financial instruments issued by the entity that meet the definition of an equity instrument in IPSAS 28 (including options and warrants) or that are required to be classified as an equity instrument in accordance with paragraphs 15 and 16 or 17 and 18 of IPSAS 28. However, the holder of such equity instruments shall apply this Standard to those instruments, unless they meet the exception in (a) above.
- (e) Rights and obligations arising under:
  - (i) An insurance contract, other than an issuer's rights and obligations arising under an insurance contract that meets the definition of a financial guarantee contract in paragraph 10; or
  - (ii) A contract that is within the scope of the relevant international or national accounting standard dealing with insurance contracts because it contains a discretionary participation feature.

This Standard applies to a derivative that is embedded in an insurance contract if the derivative is not itself an insurance contract (see paragraphs 11–15 and Appendix A paragraphs AG40–AG46 of this Standard). An entity applies this Standard to financial guarantee contracts, but shall apply the relevant international or national accounting standard dealing with insurance contracts if the issuer elects to apply that standard in recognizing and measuring them. Notwithstanding (i) above, an entity may apply this Standard to other insurance contracts which involve the transfer of financial risk.

- (f) Any forward contracts between an acquirer and seller to buy or sell an acquired operation that will result in a public sector combination at a future acquisition date. The term of the forward contract should not exceed a reasonable period normally necessary to obtain any required approvals and to complete the transaction.
- (g) Loan commitments other than those loan commitments described in paragraph 4. An issuer of loan commitments shall apply IPSAS 19, *Provisions, Contingent Liabilities and Contingent Assets* to loan commitments that are not within the scope of this Standard. However, all loan

commitments are subject to the derecognition provisions of this Standard (see paragraphs 17–44 and Appendix A paragraphs AG51–AG80).

- (h) Financial instruments, contracts and obligations under share-based payment transactions to which the relevant international or national accounting standard dealing with share based payment applies, except for contracts within the scope of paragraphs 4–6 of this Standard, to which this Standard applies.
- (i) Rights to payments to reimburse the entity for expenditure it is required to make to settle a liability that it recognizes as a provision in accordance with IPSAS 19, or for which, in an earlier period, it recognized a provision in accordance with IPSAS 19.
- (j) The initial recognition and initial measurement of rights and obligations arising from non-exchange revenue transactions, to which IPSAS 23, *Revenue from Non-Exchange Transactions (Taxes and Transfers)* applies.
- (k) Rights and obligations under service concession arrangements to which IPSAS 32, *Service Concession Assets: Grantor* applies. However, financial liabilities recognized by a grantor under the financial liability model are subject to the derecognition provisions of this Standard (see paragraphs 41–44 and Appendix A paragraphs AG72–AG80).

## Effective Date

...

125H. **Paragraphs 2 and AG46 were amended by [draft] IPSAS [X] (ED 64), Leases issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.**

## Embedded Derivatives (paragraphs 11–13)

AG46. The economic characteristics and risks of an embedded derivative are closely related to the economic characteristics and risks of the host contract in the following examples. In these examples, an entity does not account for the embedded derivative separately from the host contract.

- (a) ...
- (f) An embedded derivative in a host lease contract is closely related to the host contract if the embedded derivative is (i) an inflation-related index such as an index of lease payments to a consumer price index (provided that the lease is not leveraged and the index relates to inflation in the entity's own economic environment), (ii) ~~contingent rentals~~ variable lease payments based on related sales, or (iii) ~~contingent rentals~~ variable lease payments based on variable interest rates.
- (g) ...

## Amendments to IPSAS 30, *Financial Instruments: Disclosures*

Paragraphs 35 and AG16 are amended. Paragraph 52C is added. New text is underlined and deleted text is struck through.

## Significance of Financial Instruments for Financial Position and Financial Performance

...

### Other Disclosures

...

### *Fair Value*

...

35. Disclosures of fair value are not required:

- (a) When the carrying amount is a reasonable approximation of fair value, for example, for financial instruments such as short-term trade receivables and payables;
- (b) For an investment in equity instruments that do not have a quoted market price in an active market, or derivatives linked to such equity instruments, that is measured at cost in accordance with IPSAS 29 because its fair value cannot be measured reliably; ~~and~~
- (c) For a contract containing a discretionary participation feature if the fair value of that feature cannot be measured reliably; or
- (d) For lease liabilities.

...

## Effective Date and Transition

...

52C. Paragraphs 35 and AG16 were amended by [draft] IPSAS [X] (ED 64), Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

## Appendix A

### Application Guidance

...

### Nature and Extent of Risks Arising from Financial Instruments (paragraphs 38–49)

...

### *Quantitative Liquidity Risk Disclosures (paragraphs 41(a), and 46(a) and (b))*

...

AG16. The contractual amounts disclosed in the maturity analyses as required by paragraph 46(a) and (b) are the contractual undiscounted cash flows, for example:

- (a) Gross ~~finance lease obligations~~ liabilities (before deducting finance charges);
- (b) Prices specified in forward agreements to purchase financial assets for cash;
- (c) Net amounts for pay-floating/receive-fixed interest rate swaps for which net cash flows are exchanged;
- (d) Contractual amounts to be exchanged in a derivative financial instrument (e.g., a currency swap) for which gross cash flows are exchanged; and
- (e) Gross loan commitments.

Such undiscounted cash flows differ from the amount included in the statement of financial position because the amount in that statement is based on discounted cash flows. When the amount payable is not fixed, the amount disclosed is determined by reference to the conditions existing at the end of the reporting period. For example, when the amount payable varies with changes in an index, the amount disclosed may be based on the level of the index at the end of the period.

### **Amendments to IPSAS 31, *Intangible Assets***

Paragraphs 6, 9, 112, 113 and AG6 are amended. Paragraph 132J is added. New text is underlined and deleted text is struck through.

### **Scope**

...

6. If another IPSAS prescribes the accounting for a specific type of intangible asset, an entity applies that IPSAS instead of this Standard. For example, this Standard does not apply to:
  - (a) Intangible assets held by an entity for sale in the ordinary course of operations (see IPSAS 11, *Construction Contracts*, and IPSAS 12, *Inventories*);
  - (b) ~~Leases that are within the scope of IPSAS 13~~ of intangible assets accounted for in accordance with [draft] IPSAS [X] (ED 64), *Leases*;
  - (c) Assets arising from employee benefits (see IPSAS 25, *Employee Benefits*);
  - (d) Financial assets as defined in IPSAS 28. The recognition and measurement of some financial assets are covered by IPSAS 34, *Separate Financial Statements*, IPSAS 35, *Consolidated Financial Statements* and IPSAS 36, *Investments in Associates and Joint Ventures*; and
  - (e) Recognition and initial measurement of service concession assets that are within the scope of IPSAS 32, *Service Concession Assets: Grantor*. However, this Standard applies to the subsequent measurement and disclosure of such assets.
9. ~~In the case of a finance lease, the underlying asset may be either tangible or intangible. After initial recognition, a lessee accounts for an intangible asset held under a finance lease in accordance with this Standard. Rights held by a lessee under licensing agreements for items such as motion picture films, video recordings, plays, manuscripts, patents, and copyrights are excluded from the scope of~~

~~IPSAS 13 and are within the scope of this Standard and are excluded from the scope of [draft] IPSAS [X] (ED 64).~~

...

## Retirements and Disposals

...

112. **The gain or loss arising from the derecognition of an intangible asset shall be determined as the difference between the net disposal proceeds, if any, and the carrying amount of the asset. It shall be recognized in surplus or deficit when the asset is derecognized (unless IPSAS 13 [draft] IPSAS [X] (ED 64) requires otherwise on a sale and leaseback).**
113. The disposal of an intangible asset may occur in a variety of ways (e.g., by sale, ~~by entering into a finance lease,~~ or through a non-exchange transaction). In determining the date of disposal of such an asset, an entity applies the criteria in IPSAS 9, *Revenue from Exchange Transactions* for recognizing revenue from the sale of goods. ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64) applies to disposal by a sale and leaseback.

## Effective Date

...

- 132J. **Paragraphs 6, 9, 112, 113 and AG6 were amended by [draft] IPSAS [X] (ED 64), *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.**

## Appendix A

### Application Guidance

#### Website costs

...

- AG6. IPSAS 31 does not apply to intangible assets held by an entity for sale in the ordinary course of operations (see IPSAS 11 and IPSAS 12) or leases ~~that fall within the scope of IPSAS 13 of intangible assets accounted for in accordance with [draft] IPSAS [X] (ED 64).~~ Accordingly, this Application Guidance does not apply to expenditure on the development or operation of a website (or website software) for sale to another entity or that is accounted for in accordance with [draft] IPSAS [X] (ED 64). ~~When a website is leased under an operating lease, the lessor applies this Application Guidance. When a website is leased under a finance lease, the lessee applies this Application Guidance after initial recognition of the leased asset.~~

#### Amendments to IPSAS 32, *Service Concession Arrangements: Grantor*

Paragraphs AG13 and AG17 are amended. Paragraph 36D is added. New text is underlined and deleted text is struck through.



## Effective Date

...

- 36D. Paragraphs AG13 and AG17 were amended by [draft] IPSAS [X] (ED 64), Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

## Appendix A

### Application Guidance

*This Appendix is an integral part of IPSAS 32*

...

- AG13. The operator may have a right to use the separable asset described in paragraph AG12(a), or the facilities used to provide ancillary unregulated services described in paragraph AG12(b). In either case, there may in substance be a lease from the grantor to the operator; if so, it is accounted for in accordance with ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64).

...

- AG17. If the asset no longer meets the conditions for recognition in paragraph 9 (or paragraph 10 for a whole-of-life asset), the grantor follows the derecognition principles in IPSAS 17 or IPSAS 31, as appropriate. For example, if the asset is transferred to the operator on a permanent basis, it is derecognized. If the asset is transferred on a temporary basis, the grantor considers the substance of this term of the service concession arrangement in determining whether the asset should be derecognized. In such cases, the grantor also considers whether the arrangement is a ~~lease transaction or a~~ sale and leaseback transaction that should be accounted for in accordance with ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64).

### Amendments to IPSAS 33, *First-Time Adoption of Accrual Basis IPSASs*

Paragraphs 36, 46, 47, 64, 95, 96 and 148 are amended. Paragraphs 96A, 96B, 96C, 96D, 96E, 96F and 154A are added. The heading above paragraph 46 is amended. New text is underlined and deleted text is struck through.

## Exemptions that Affect Fair Presentation and Compliance with Accrual Basis IPSASs during the Period of Transition

...

### Three Year Transitional Relief Period for the Recognition and/or Measurement of Assets and/or Liabilities

#### *Recognition and/or Measurement of Assets and/or Liabilities*

36. Where a first-time adopter has not recognized assets and/or liabilities under its previous basis of accounting, it is not required to recognize and/or measure the following assets and/or liabilities for reporting periods beginning on a date within three years following the date of adoption of IPSASs:
- (a) Inventories (see IPSAS 12, *Inventories*);
  - (b) Investment property (see IPSAS 16, *Investment Property*);
  - (c) Property, plant and equipment (see IPSAS 17, *Property, Plant and Equipment*);
  - (d) Defined benefit plans and other long-term employee benefits (see IPSAS 25, *Employee Benefits*);
  - (e) Biological assets and agricultural produce (see IPSAS 27, *Agriculture*);
  - (f) Intangible assets (see IPSAS 31, *Intangible Assets*);
  - (ff) Right-of-use assets (see [draft] IPSAS [X] (ED 64), *Leases*);
  - (fff) Liability (unearned revenue) (see [draft] IPSAS [X] (ED 64), *Leases*);
  - (g) Service concession assets and the related liabilities, either under the financial liability model or the grant of a right to the operator model (see IPSAS 32, *Service Concession Arrangements: Grantor*); and
  - (h) Financial instruments (see IPSAS 29, *Financial Instruments; Recognition and Measurement*).

#### *Other Exemptions*

...

#### IPSAS 13, *Leases* [draft] IPSAS [X] (ED 64)

46. Where a first-time adopter takes advantage of the exemption in paragraph 36 which allows a three year transitional relief period to not recognize assets, it is not required to apply the requirements related to ~~finance~~ leases until the exemption that provided the relief has expired, and/or when the relevant assets are recognized in accordance with the applicable IPSASs (whichever is earlier).
47. This IPSAS allows a first-time adopter a period of up to three years from the date of adoption of IPSASs to not recognize assets in accordance with IPSASs 16, 17, 27, 31 and 32. During this period, a first-time adopter may need to consider the recognition requirements of those IPSASs at the same time as considering the recognition of ~~finance~~ leases in this IPSAS. Where a first-time adopter takes advantage of the exemption in accordance with IPSASs 16, 17, 27, 31 and 32 it is not required to recognize ~~finance~~ lease assets and/or liabilities until the exemptions that provided the relief have expired, and/or when the relevant assets are recognized in accordance with the applicable IPSASs (whichever is earlier).

## Exemptions that Do Not Affect Fair Presentation and Compliance with Accrual Basis IPSASs During the Period of Adoption

...

### Using Deemed Cost to Measure Assets and/or Liabilities

64. A first-time adopter may elect to measure the following assets and/or liabilities at their fair value when reliable cost information about the assets and liabilities is not available, and use that fair value as the deemed cost for:
- (a) Inventory (see IPSAS 12);
  - (b) Investment property, if the first-time adopter elects to use the cost model in IPSAS 16;
  - (bb) Right-of-use assets (see [draft] IPSAS [X] (ED 64));
  - (bbb) Liability (unearned revenue) (see [draft] IPSAS [X] (ED 64), Leases);
  - (c) Property, plant and equipment (see IPSAS 17);
  - (d) Intangible assets, other than internally generated intangible assets (see IPSAS 31) that meets:
    - (i) The recognition criteria in IPSAS 31 (excluding the reliable measurement criterion); and
    - (ii) The criteria in IPSAS 31 for revaluation (including the existence of an active market);
  - (e) Financial Instruments (see IPSAS 29); or
  - (f) Service concession assets (see IPSAS 32).

...

### **IPSAS 13 [draft] IPSAS [X] (ED 64), Leases**

95. ~~A first time adopter shall on the date of adoption of IPSAS, classify all existing leases as operating or finance leases on the basis of circumstances existing at the inception of the lease, to the extent that those are known on the date of adoption of IPSASs. A first-time adopter may assess whether a contract existing at the date of transition to IPSASs contains a lease by applying paragraphs 15–17 of [draft] IPSAS [X] (ED 64) to those contracts on the basis of facts and circumstances existing at that date.~~
96. ~~If, however, the lessee and the lessor have agreed to change the provisions of the lease between the date of inception of the lease and the date of adoption of accrual basis IPSASs in a manner that would have resulted in a different classification of the lease~~ identification of a lease ~~at the date of adoption, the revised agreement contract shall be regarded as a new agreement contract. A first-time adopter shall consider the provisions of the new agreement contract at the date of adoption of accrual basis IPSASs in classifying the lease as an operating or finance lease~~ identifying a lease.
- 96A. When a first-time adopter that is a lessee recognizes lease liabilities and right-of-use assets, it may apply the following approach to all of its leases (subject to the practical expedients described in paragraph 96C):
- (a) Measure a lease liability at the date of transition to IPSASs. A lessee following this approach shall measure that lease liability at the present value of the remaining lease payments (see

## [DRAFT] IPSAS [X] (ED 64)–LEASES

paragraph 96F), discounted using the lessee's incremental borrowing rate (see paragraph 96F) at the date of transition to IPSASs.

(b) Measure a right-of-use asset at the date to transition to IPSASs. The lessee shall choose, on a lease-by-lease basis, to measure that right-of-use asset at either:

(i) Its carrying amount as if [draft] IPSAS [X] (ED 64) had been applied since the commencement date of the lease (see paragraph 96F), but discounted using the lessee's incremental borrowing rate at the date of transition to IPSASs; or

(ii) An amount equal to the lease liability, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the statement of financial position immediately before the date of transition to IPSASs;

(c) Apply IPSAS 31 to right-of-use assets at the date of transition to IPSASs.

96B. Notwithstanding the requirements in paragraph 96A, a first-time adopter that is a lessee shall measure the right-of-use asset at fair value at the date of transition to IPSASs for leases that meet the definition of investment property in IPSAS 16 and are measured using the fair value model in IPSAS 16 from the date of transition to IPSASs.

96C. A first-time adopter that is a lessee may do one or more of the following at the date of transition to IPSASs, applied on a lease-by-lease basis:

(a) Apply a single discount rate to a portfolio of leases with reasonably similar characteristics (for example, a similar remaining lease term for a similar class of underlying asset in a similar economic environment).

(b) Elect not to apply the requirements in paragraph 96A to leases for which the lease term (see paragraph 96F) ends within 12 months of the date of transition to IPSASs. Instead, the entity shall account for (including disclosure of information about) these leases as if they were short-term leases accounted for in accordance with paragraph 7 of [draft] IPSAS [X] (ED 64).

(c) Elect not to apply the requirements in paragraph 96A to leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9 of [draft] IPSAS [X] (ED 64)). Instead, the entity shall account for (including disclosure of information about) these leases in accordance with paragraph 7 of [draft] IPSAS [X] (ED 64).

(d) Exclude initial direct costs (see paragraph 96F) from the measurement of the right-of-use asset at the date of transition to IPSASs.

(e) Use hindsight, such as in determining the lease term if the contract contains options to extend or terminate the lease.

96D. When a first-time adopter that is a lessor recognizes lease receivables and liabilities (unearned revenue), it may apply the following approach to all of its leases (subject to the practical expedients described in paragraph 96E):

(a) Measure a lease receivable at the date of transition to IPSASs. A lessor following this approach shall measure that lease receivable at the present value of the remaining lease payments, discounted using the interest rate implicit in the lease at the date of transition to IPSASs.

[DRAFT] IPSAS [X] (ED 64)–LEASES

- (b) Measure a liability (unearned revenue) at the date to transition to IPSASs. The lessor shall choose, on a lease-by-lease basis, to measure that liability (unearned revenue) at either:
  - (i) Its carrying amount as if [draft] IPSAS [X] (ED 64) had been applied since the commencement date of the lease, but discounted using the lessee's incremental borrowing rate at the date of transition to IPSASs; or
  - (ii) An amount equal to the lease asset, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the statement of financial position immediately before the date of transition to IPSASs;

96E. A first-time adopter that is a lessor may do one or more of the following at the date of transition to IPSASs, applied on a lease-by-lease basis:

- (a) Apply a single discount rate to a portfolio of leases with reasonably similar characteristics (for example, a similar remaining lease term for a similar class of underlying asset in a similar economic environment).
- (b) Elect not to apply the requirements in paragraph 96D to leases for which the lease term ends within 12 months of the date of transition to IPSASs. Instead, the entity shall account for (including disclosure of information about) these leases as if they were short-term leases accounted for in accordance with paragraph 7 of [draft] IPSAS [X] (ED 64).
- (c) Elect not to apply the requirements in paragraph 96D to leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9 of [draft] IPSAS [X] (ED 64)). Instead, the entity shall account for (including disclosure of information about) these leases in accordance with paragraph 7 of [draft] IPSAS [X] (ED 64).
- (d) Exclude initial direct costs from the measurement of the right-of-use asset at the date of transition to IPSASs.
- (e) Use hindsight, such as in determining the lease term if the contract contains options to extend or terminate the lease.

96F. Lease payments, lessee, lessee's incremental borrowing rate, commencement date of the lease, initial direct costs and lease term are defined terms in [draft] IPSAS [X] (ED 64) and are used in this Standard with the same meaning.

## Disclosures

...

### **Disclosures where Deemed Cost is Used for Inventory, Investment Property, Property, Plant and Equipment, Intangible Assets, Right-of-Use Assets, Financial Instruments or Service Concession Assets**

148. If a first-time adopter uses fair value, or the alternative in paragraphs 64, 67 or 70, as deemed cost for inventory, investment property, property, plant and equipment, intangible assets, right-of-use assets, financial instruments, or service concession assets, its financial statements shall disclose:

- (a) The aggregate of those fair values or other measurement alternatives that were considered in determining deemed cost;

- (b) The aggregate adjustment to the carrying amounts recognized under the previous basis of accounting; and
- (c) Whether the deemed cost was determined on the date of adoption of IPSASs or during the period of transition.

## Effective Date

...

154A. Paragraphs 36, 46, 47, 64, 95, 96 and 148 were amended by [draft] IPSAS [X] (ED 64), Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

## Implementation Guidance

*This guidance accompanies, but is not part of, IPSAS 33.*

...

## Transitional Exemptions that Provide Three Year Relief for the Recognition and/or Measurement of Assets and/or Liabilities

...

### Accounting for ~~Finance Leases Assets and Finance Lease Liabilities~~

IG20. Where a first-time adopter that is a lessee takes advantage of the exemption that provides a three year transitional relief period to not recognize its ~~finance lease~~ right-of-use assets, it will also not be able to comply with the recognition requirements relating to the ~~finance~~ lease liabilities, until the transitional exemptions related to the ~~finance leased~~ right-of-use assets have expired, ~~or the finance leased assets have been recognized in accordance with IPSAS 13.~~

IG21. For example, assume that a first-time adopter that is a lessee has a ~~motor vehicle~~ right-of-use asset ~~that is subject to a finance~~ as a result of a lease agreement contract on the date of adoption of accrual basis IPSASs on January 1, 20X1. The first-time adopter takes advantage of the exemption that provides a three year transitional relief period to not recognize the ~~motor vehicle~~ right-of-use asset. The ~~motor vehicle~~ right-of-use asset is recognized on December 31, 20X3 when the exemption expires. IPSAS 33 requires the first-time adopter to only recognize the corresponding ~~finance~~ lease liability for the ~~motor vehicle~~ right-of-use asset on December 31, 20X3, i.e. on the date that the ~~finance lease asset (the motor vehicle)~~ right-of-use asset is recognized.

IG21A. Where a first-time adopter that is a lessor takes advantage of the exemption that provides a three year transitional relief period to not recognize its liability (unearned revenue), it will also not be able to comply with the recognition requirements relating to the lease receivables, until the transitional exemptions related to the liability (unearned revenue) have expired.

IG21B. For example, assume that a first-time adopter that is a lessor has a liability (unearned revenue) as a result of a lease contract on the date of adoption of accrual basis IPSASs on January 1, 20X1. The

## [DRAFT] IPSAS [X] (ED 64)–LEASES

first-time adopter takes advantage of the exemption that provides a three year transitional relief period to not recognize the liability (unearned revenue). The liability (unearned revenue) is recognized on December 31, 20X3 when the exemption expires. IPSAS 33 requires the first-time adopter to only recognize the corresponding lease receivable for the liability (unearned revenue) on December 31, 20X3, i.e. on the date that the liability (unearned revenue) is recognized.

...

IG51. Paragraphs 23–26 of the IPSAS 33 do not override requirements in other IPSASs that base classifications or measurements on circumstances existing at a particular date. Examples include:

- (a) ~~The distinction between finance leases and operating leases~~ identification of a lease (see ~~IPSAS 13, Leases~~ [draft] IPSAS [X] (ED 64), *Leases*; and
- (b) The distinction between financial liabilities and equity instruments (see IPSAS 28, *Financial Instruments: Presentation*).

~~IPSAS 13, Leases~~ [draft] IPSAS [X] (ED 64)

IG52. In accordance with paragraph 95 of IPSAS 33 and paragraph ~~18 of IPSAS 13~~ 15 of [draft] IPSAS [X] (ED 64), a lessee or lessor ~~classifies leases as operating leases or finance leases~~ identifies a lease on the basis of circumstances existing at the inception of the lease, on the date of adoption of accrual basis IPSASs. In some cases, the lessee and the lessor may agree to change the provisions of the lease, other than by renewing the lease, in a manner that would have resulted in a different ~~classification~~ identification in accordance with ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64) had the changed terms been in effect at the inception of the lease. If so, the revised agreement is considered as a new ~~agreement~~ contract over its term from the date of adoption of accrual basis IPSASs. ~~However, changes in estimates (for example, changes in estimates of the economic life or of the residual value of the leased property) or changes in circumstances (for example, default by the lessee) do not give rise to a new classification of a lease.~~

### Summary of Transitional Exemptions and Provisions Included in IPSAS 33, *First-time Adoption of Accrual Basis IPSASs*

IG91.

IPSAS	Transitional exemption provided							
	NO	YES						
		Deemed cost	3 year transitional relief for recognition	3 year transitional relief for measurement	3 year transitional relief for recognition and/or measurement	3 year transitional relief for disclosure	Elimination of transactions, balances, revenue and expenses	Other

## [DRAFT] IPSAS [X] (ED 64)–LEASES

IPSAS 13, <del>Leases [draft]</del> IPSAS [X] (ED 64)			√ Leased assets and/or liabilities not recognized under previous basis of accounting	√ Leased assets and/or liabilities recognized under previous basis of accounting				
--	--	--	--	--	--	--	--	--

**Appendix****Differentiation between transitional exemptions and provisions that a first-time adopter is required to apply and/or can elect to apply on adoption of accrual basis IPSASs**

This Appendix summarises how the transitional exemptions and provisions that a first-time adopter is required to apply in terms of this IPSAS, and those that a first-time adopter may elect to apply on adoption of accrual basis IPSASs.

As the transitional exemptions and provisions that may be elected can also affect the fair presentation and the first-time adopter's ability to assert compliance with accrual basis IPSASs as explained in paragraphs 27 to 32 of IPSAS 33, the Appendix makes a distinction between those transitional exemptions and provisions that affect fair presentation and the ability to assert compliance with accrual basis IPSASs, and those that do not.

Transitional exemption or provision	Transitional exemptions or provisions that have to be applied	Transitional exemptions or provisions that may be applied or elected	
		Do not affect fair presentation and compliance with accrual basis IPSAS	Affect fair presentation and compliance with accrual basis IPSAS
<del>IPSAS 13 [draft]</del> IPSAS [X] (ED 64) <ul style="list-style-type: none"> <li>Where a first-time adopter is a lessee, <del>No</del> recognition and/or measurement of <del>finance</del> lease liability and <del>finance lease</del> right-of-use asset if relief period for</li> </ul>	√		√



Transitional exemption or provision	Transitional exemptions or provisions that have to be applied	Transitional exemptions or provisions that may be applied or elected	
<p>recognition and/or measurement of assets is adopted</p> <ul style="list-style-type: none"> <li>• <u>Where a first-time adopter is a lessor, no recognition and/or measurement of lease receivable and liability (unearned revenue) if relief period for recognition and/or measurement of assets is adopted</u></li> <li>• <del>Classification</del> <u>Identification</u> of a lease based on circumstances at adoption of accrual basis IPSAS</li> </ul>			

### Amendments to IPSAS 40, *Public Sector Combinations*

Paragraphs 68, 71, 120, AG76 and AG89 are amended. Paragraphs AG72–AG74 are deleted. Paragraphs 82A, 82B, 82C, 82D and 126A are added. The headings before paragraphs 82A and 82C are added. The heading before paragraph AG89 is amended. New text is underlined and deleted text is struck through.

## The acquisition method of accounting

...

### Recognizing and measuring the identifiable assets acquired, the liabilities assumed and any non-controlling interest in the acquired operation

#### *Recognition principle*

...

#### Recognition conditions

...

68. Paragraphs ~~AG72–AG84~~ AG75–AG84 provide guidance on recognizing ~~operating leases and~~ intangible assets. Paragraphs ~~76–82D~~ specify the types of identifiable assets and liabilities that include items for which this Standard provides limited exceptions to the recognition principle and conditions.

...

#### Classifying or designating identifiable assets acquired and liabilities assumed in an acquisition

...

71. This Standard provides two exceptions to the principle in paragraph 69:

[DRAFT] IPSAS [X] (ED 64)–LEASES

- (a) ~~Classification of a lease arrangement as either an operating lease or a finance lease in accordance with IPSAS 13, Leases~~ Identification of a lease contract in accordance with [draft] IPSAS [X] (ED 64), Leases; and
- (b) Classification of a contract as an insurance contract in accordance with the relevant international or national accounting standard dealing with insurance contracts.

*Exceptions to the recognition or measurement principles*

...

Exceptions to both the recognition and measurement principles

...

Leases in which the acquiree is the lessee

82A. The acquirer shall recognize right-of-use assets and lease liabilities for leases identified in accordance with [draft] IPSAS [X] (ED 64) in which the acquiree is the lessee. The acquirer is not required to recognize right-of-use assets and lease liabilities for:

- (a) Leases for which the lease term (as defined in [draft] IPSAS [X] (ED 64)) ends within 12 months of the acquisition date; or
- (b) Leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9 of [draft] IPSAS [X] (ED 64)).

82B. The acquirer shall measure the lease liability at the present value of the remaining lease payments (as defined in [draft] IPSAS [X] (ED 64)) as if the acquired lease were a new lease at the acquisition date. The acquirer shall measure the right-of-use asset at the same amount as the lease liability, adjusted to reflect favorable or unfavorable terms of the lease when compared with market terms.

Leases in which the acquiree is the lessor

82C. The acquirer shall recognize lease receivables and liabilities (unearned revenue) for leases identified in accordance with [draft] IPSAS [X] (ED 64) in which the acquiree is the lessor. The acquirer is not required to recognize lease receivables and liabilities (unearned revenue) for:

- (a) Leases for which the lease term (as defined in [draft] IPSAS [X] (ED 64)) ends within 12 months of the acquisition date; or
- (b) Leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9 of [draft] IPSAS [X] (ED 64)).

82D. The acquirer shall measure the lease receivable at the present value of the remaining lease payments (as defined in [draft] IPSAS [X] (ED 64)) as if the acquired lease were a new lease at the acquisition date. The acquirer shall measure the liabilities (unearned revenue) at the same amount as the lease receivable, adjusted to reflect favorable or unfavorable terms of the lease when compared with market terms.

**Disclosures**

...

120. To meet the objective in paragraph 119, the acquirer shall disclose the following information for each acquisition that occurs during the reporting period:

- (a) The name and a description of the acquired operation.
- (b) The acquisition date.
- (c) The percentage of voting equity interests or equivalent acquired.
- (d) The primary reasons for the acquisition and a description of how the acquirer obtained control of the acquired operation including, where applicable, the legal basis for the acquisition.
- (e) A qualitative description of the factors that make up the goodwill recognized, such as expected synergies from combining the operations of the acquired operation and the acquirer, intangible assets that do not qualify for separate recognition or other factors.
- (f) The acquisition-date fair value of the total consideration transferred and the acquisition-date fair value of each major class of consideration, such as:
  - (i) Cash;
  - (ii) Other tangible or intangible assets, including an operation or controlled entity of the acquirer;
  - (iii) Liabilities incurred, for example, a liability for contingent consideration; and
  - (iv) Equity interests of the acquirer, including the number of instruments or interests issued or issuable and the method of measuring the fair value of those instruments or interests.
- (g) For contingent consideration arrangements and indemnification assets:
  - (i) The amount recognized as of the acquisition date;
  - (ii) A description of the arrangement and the basis for determining the amount of the payment; and
  - (iii) An estimate of the range of outcomes (undiscounted) or, if a range cannot be estimated, that fact and the reasons why a range cannot be estimated. If the maximum amount of the payment is unlimited, the acquirer shall disclose that fact.
- (h) For acquired receivables:
  - (i) The fair value of the receivables;
  - (ii) The gross amounts receivable in accordance with a binding arrangement; and
  - (iii) The best estimate at the acquisition date of the cash flows in accordance with a binding arrangement not expected to be collected.

The disclosures shall be provided by major class of receivable, such as loans, ~~direct finance~~ leases and any other class of receivables.

- (i) (...)

## Effective date and transition

### Effective date

...

- 126A. Paragraphs 68, 71, 120, AG76 and AG89 were amended, paragraphs AG72–AG74 were deleted and paragraphs 82A, 82B, 82C and 82D were added by [draft] IPSAS [X] (ED 64), Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.

Recognizing particular assets acquired and liabilities assumed in an acquisition (see paragraphs 64–68)

### Operating leases

- AG72. ~~[Deleted] The acquirer shall recognize no assets or liabilities related to an operating lease in which the acquired operation is the lessee except as required by paragraphs AG73–AG74.~~
- AG73. ~~[Deleted] The acquirer shall determine whether the terms of each operating lease in which the acquired operation is the lessee are favorable or unfavorable. The acquirer shall recognize an intangible asset if the terms of an operating lease are favorable relative to market terms and a liability if the terms are unfavorable relative to market terms. Paragraph AG89 provides guidance on measuring the acquisition-date fair value of assets subject to operating leases in which the acquired operation is the lessor.~~
- AG74. ~~[Deleted] An identifiable intangible asset may be associated with an operating lease, which may be evidenced by market participants' willingness to pay a price for the lease even if it is at market terms. For example, a lease of gates at an airport or of retail space in a prime shopping area might provide entry into a market or other future economic benefits or service potential that qualify as identifiable intangible assets, for example, as a relationship with users of a service. In that situation, the acquirer shall recognize the associated identifiable intangible asset(s) in accordance with paragraph AG75.~~

### Intangible assets

- AG76. An intangible asset that meets the binding arrangement criterion is identifiable even if the asset is not transferable or separable from the acquired operation or from other rights and obligations. For example:
- (a) ~~[Deleted] An acquired operation leases a facility under an operating lease that has terms that are favorable relative to market terms. The lease terms explicitly prohibit transfer of the lease (through either sale or sublease). The amount by which the lease terms are favorable compared with the terms of current market transactions for the same or similar items is an intangible asset that meets the binding arrangement criterion for recognition separately from goodwill, even though the acquirer cannot sell or otherwise transfer the lease arrangement.~~
  - (b) An acquired operation owns and operates a nuclear power plant. The license to operate that power plant is an intangible asset that meets the binding arrangement criterion for recognition separately from goodwill, even if the acquirer cannot sell or transfer it separately from the

acquired power plant. An acquirer may recognize the fair value of the operating license and the fair value of the power plant as a single asset for financial reporting purposes if the useful lives of those assets are similar.

- (c) An acquired operation owns a technology patent. It has licensed that patent to others for their exclusive use outside the domestic market, receiving a specified percentage of future foreign revenue in exchange. Both the technology patent and the related license agreement meet the binding arrangement criterion for recognition separately from goodwill even if selling or exchanging the patent and the related license agreement separately from one another would not be practical.

Assets subject to ~~operating~~ leases in which the acquired operation is the lessor

AG89. In measuring the acquisition-date fair value of an asset such as a building that is subject to an operating lease in which the acquired operation is the lessor, the acquirer shall take into account the terms of the lease. ~~In other words, if~~ The acquirer does not recognize a separate asset or liability if the terms of an ~~operating~~ lease are either favorable or unfavorable when compared with market terms ~~as paragraph AG73 requires for leases in which the acquired operation is the lessee.~~

## Illustrative Examples

*These examples accompany, but are not part of, IPSAS 40*

...

### Identifiable intangible assets in an acquisition

...

#### *Binding arrangement-based intangible assets*

IE224. Binding arrangement-based intangible assets represent the value of rights that arise from binding arrangements. Binding arrangements with customers are one type of binding arrangement-based intangible asset. If the terms of a binding arrangement give rise to a liability (for example, if the terms of an ~~operating lease~~ or binding arrangement with a customer are unfavorable relative to market terms), the acquirer recognizes it as a liability assumed in the acquisition. Examples of binding arrangement-based intangible assets are:

<b>Class</b>	<b>Basis</b>
Licensing, royalty and standstill agreements	Binding arrangement
Advertising, construction, management, service or supply binding arrangements	Binding arrangement
Lease agreements (whether the acquired operation is the lessee or the lessor)	Binding arrangement
Construction permits	Binding arrangement
Franchise agreements	Binding arrangement

<b>Class</b>	<b>Basis</b>
Operating and broadcast rights	Binding arrangement
Servicing binding arrangements, such as mortgage servicing binding arrangements	Binding arrangement
Binding arrangements for employment	Binding arrangement
Use rights, such as drilling, water, air, timber cutting and route authorities	Binding arrangement

### **Amendments to IPSAS, *Financial Reporting Under the Cash Basis of Accounting***

Paragraph 2.1.35 is amended. New text is underlined and deleted text is struck through.

## **2.1 Encouraged Additional Disclosures**

...

### **Disclosure of Assets, Liabilities and Comparison with Budgets**

...

2.1.35 Entities that make such disclosures are encouraged to identify assets and liabilities by type, for example, by classifying:

- (a) Assets as receivables, investments or property plant and equipment; and
- (b) Liabilities as payables, borrowings by type or source and other liabilities.

While such disclosures may not be comprehensive in the first instance, entities are encouraged to progressively develop and build on them. In order to comply with the requirements of paragraphs 1.3.5 and 1.3.37 of Part 1 of this Standard, these disclosures will need to comply with qualitative characteristics of financial information and should be clearly described and readily understood. Accrual basis IPSASs including ~~IPSAS 13, "Leases,"~~ [draft] IPSAS [X] (ED 64), IPSAS 17, "Property, Plant and Equipment" and IPSAS 19, "Provisions, Contingent Liabilities and Contingent Assets" can provide useful guidance to entities disclosing additional information about assets and liabilities.

## **Appendix 3**

### **Presentation of the Statement of Cash Receipts and Payments in the Format Required by IPSAS 2, Statement of Cash Flows**

...

### **Financing Activities**

12. The separate disclosure of cash flows arising from financing activities is useful in predicting claims on future cash flows by providers of capital to the entity. Examples of cash flows arising from financing activities are:

- (a) Cash proceeds from issuing debentures, loans, notes, bonds, mortgages and other short or long-term borrowings;
- (b) Cash repayments of amounts borrowed;
- (c) Cash payments by a lessee for the reduction of the outstanding lease liability ~~relating to a finance lease~~; and
- (d) Cash receipts and payments relating to the issue of and redemption of currency.

### **Amendments to IPSAS 16, *Investment Property***

(Given the extensive changes to IPSAS 16, *Investment Property*, the full text of this Standard with the proposed changes to it has been reproduced)

### **Objective**

1. The objective of this Standard is to prescribe the accounting treatment for investment property and related disclosure requirements.

### **Scope**

2. **An entity that prepares and presents financial statements under the accrual basis of accounting shall apply this Standard in accounting for investment property.**
3. [Deleted]
4. [Deleted]
5. ~~[Deleted] This Standard applies to accounting for investment property, including (a) the measurement in a lessee's financial statements of investment property interests held under a lease accounted for as a finance lease, and to (b) the measurement in a lessor's financial statements of investment property provided to a lessee under an operating lease. This Standard does not deal with matters covered in IPSAS 13, *Leases*, including:~~
  - ~~(a) Classification of leases as finance leases or operating leases;~~
  - ~~(b) Recognition of lease revenue from investment property (see also IPSAS 9, *Revenue from Exchange Transactions*);~~
  - ~~(c) Measurement in a lessee's financial statements of property interests held under a lease accounted for as an operating lease;~~
  - ~~(d) Measurement in a lessor's financial statements of its net investment in a finance lease;~~
  - ~~(e) Accounting for sale and leaseback transactions; and~~
  - ~~(f) Disclosure about finance leases and operating leases.~~
6. This Standard does not apply to:
  - (a) Biological assets related to agricultural activity (see IPSAS 27, *Agriculture* and IPSAS 17, *Property, Plant, and Equipment*); and
  - (b) Mineral rights and mineral reserves such as oil, natural gas, and similar non-regenerative resources.

## Definitions

7. The following terms are used in this Standard with the meanings specified:

**Carrying amount** (for the purpose of this Standard) is the amount at which an asset is recognized in the statement of financial position.

**Cost** is the amount of cash or cash equivalents paid or the fair value of other consideration given to acquire an asset at the time of its acquisition or construction.

**Investment property** is property (land or a building – or part of a building – or both) held **(by the owner or by the lessee as a right-of-use asset)** to earn rentals or for capital appreciation, or both, rather than for:

- (a) Use in the production or supply of goods or services, or for administrative purposes; or
- (b) Sale in the ordinary course of operations.

**Owner-occupied property** is property held **(by the owner or by the lessee under a finance lease as a right-of-use asset)** for use in the production or supply of goods or services, or for administrative purposes.

Terms defined in other IPSASs are used in this Standard with the same meaning as in those Standards, and are reproduced in the Glossary of Defined Terms published separately.

## Property Interest Held by a Lessee under an Operating Lease

8. ~~[Deleted] A property interest that is held by a lessee under an operating lease may be classified and accounted for as investment property if, and only if, (a) the property would otherwise meet the definition of an investment property, and (b) the lessee uses the fair value model set out in paragraphs 42–64 for the asset recognized. This classification alternative is available on a property-by-property basis. However, once this classification alternative is selected for one such property interest held under an operating lease, all property classified as investment property shall be accounted for using the fair value model. When this classification alternative is selected, any interest so classified is included in the disclosures required by paragraphs 85–89.~~

## Investment Property

9. There are a number of circumstances in which public sector entities may hold property to earn rental and for capital appreciation. For example, a public sector entity may be established to manage a government's property portfolio on a commercial basis. In this case, the property held by the entity, other than property held for resale in the ordinary course of operations, meets the definition of an investment property. Other public sector entities may also hold property for rentals or capital appreciation, and use the cash generated to finance their other (service delivery) activities. For example, a university or local government may own a building for the purpose of leasing on a commercial basis to external parties to generate funds, rather than to produce or supply goods and services. This property would also meet the definition of investment property.
10. Investment property is held to earn rentals or for capital appreciation, or both. Therefore, investment property generates cash flows largely independently of the other assets held by an entity. This distinguishes investment property from other land or buildings controlled by public sector entities,



## [DRAFT] IPSAS [X] (ED 64)–LEASES

including owner-occupied property. The production or supply of goods or services (or the use of property for administrative purposes) can also generate cash flows. For example, public sector entities may use a building to provide goods and services to recipients in return for full or partial cost recovery. However, the building is held to facilitate the production of goods and services, and the cash flows are attributable not only to the building, but also to other assets used in the production or supply process. IPSAS 17, *Property, Plant, and Equipment*, applies to owned owner-occupied property and [draft] IPSAS [X] (ED 64), *Leases* applies to owner-occupied property by a lessee as a right-of-use asset.

11. In some public sector jurisdictions, certain administrative arrangements exist such that an entity may control an asset that may be legally owned by another entity. For example, a government department may control and account for certain buildings that are legally owned by the State. In such circumstances, references to owner-occupied property means property occupied by the entity that recognizes the property in its financial statements.
12. The following are examples of investment property:
  - (a) Land held for long-term capital appreciation rather than for short-term sale in the ordinary course of operations. For example, land held by a hospital for capital appreciation that may be sold at a beneficial time in the future.
  - (b) Land held for a currently undetermined future use. (If an entity has not determined that it will use the land as owner-occupied property, including occupation to provide services such as those provided by national parks to current and future generations, or for short-term sale in the ordinary course of operations, the land is regarded as held for capital appreciation).
  - (c) A building owned by the entity (or a right-of-use asset relating to a building held by the entity ~~under a finance lease~~) and leased out under one or more ~~operating~~ leases on a commercial basis. For example, a university may own a building that it leases on a commercial basis to external parties.
  - (d) A building that is vacant but is held to be leased out under one or more ~~operating~~ leases on a commercial basis to external parties.
  - (e) Property that is being constructed or developed for future use as investment property.
13. The following are examples of items that are not investment property and are therefore outside the scope of this Standard:
  - (a) Property held for sale in the ordinary course of operations or in the process of construction or development for such sale (see IPSAS 12, *Inventories*). For example, a municipal government may routinely supplement rate income by buying and selling property, in which case property held exclusively with a view to subsequent disposal in the near future or for development for resale is classified as inventory. A housing department may routinely sell part of its housing stock in the ordinary course of its operations as a result of changing demographics, in which case any housing stock held for sale is classified as inventory.
  - (b) Property being constructed or developed on behalf of third parties. For example, a property and service department may enter into construction contracts with entities external to its government (see IPSAS 11, *Construction Contracts*).

- (c) Owner-occupied property (see IPSAS 17 and [draft] IPSAS [X] (ED 64)), including (among other things) property held for future use as owner-occupied property, property held for future development and subsequent use as owner-occupied property, property occupied by employees such as housing for military personnel (whether or not the employees pay rent at market rates) and owner-occupied property awaiting disposal.
  - (d) [Deleted]
  - (e) ~~[Deleted] Property that is leased to another entity under a finance lease.~~
  - (f) Property held to provide a social service and which also generates cash inflows. For example, a housing department may hold a large housing stock used to provide housing to low income families at below market rental. In this situation, the property is held to provide housing services rather than for rentals or capital appreciation and rental revenue generated is incidental to the purposes for which the property is held. Such property is not considered an “investment property” and would be accounted for in accordance with IPSAS 17.
  - (g) Property held for strategic purposes which would be accounted for in accordance with IPSAS 17.
14. In many jurisdictions, public sector entities will hold property to meet service delivery objectives rather than to earn rental or for capital appreciation. In such situations, the property will not meet the definition of investment property. However, where a public sector entity does hold property to earn rental or for capital appreciation, this Standard is applicable. In some cases, public sector entities hold some property that comprises (a) a portion that is held to earn rentals or for capital appreciation rather than to provide services, and (b) another portion that is held for use in the production or supply of goods or services or for administrative purposes. For example, a hospital or a university may own a building, part of which is used for administrative purposes, and part of which is leased out as apartments on a commercial basis. If these portions could be sold separately ~~(or leased out separately under a finance lease)~~, an entity accounts for the portions separately. If the portions could not be sold separately, the property is investment property only if an insignificant portion is held for use in the production or supply of goods or services or for administrative purposes.
  15. In some cases, an entity provides ancillary services to the occupants of a property it holds. An entity treats such a property as investment property if the services are insignificant to the arrangement as a whole. An example is when a government agency (a) owns an office building that is held exclusively for rental purposes and rented on a commercial basis, and (b) also provides security and maintenance services to the lessees who occupy the building.
  16. In other cases, the services provided are significant. For example, a government may own a hotel or hostel that it manages through its general property management agency. The services provided to guests are significant to the arrangement as a whole. Therefore, an owner-managed hotel or hostel is owner-occupied property, rather than investment property.
  17. It may be difficult to determine whether ancillary services are so significant that a property does not qualify as investment property. For example, a government or government agency that is the owner of a hotel may transfer some responsibilities to third parties under a management contract. The terms of such management contracts vary widely. At one end of the spectrum, the government's or government agency's position may, in substance, be that of a passive investor. At the other end of the spectrum, the government or government agency may simply have outsourced day-to-day

functions, while retaining significant exposure to variation in the cash flows generated by the operations of the hotel.

18. Judgment is needed to determine whether a property qualifies as investment property. An entity develops criteria so that it can exercise that judgment consistently in accordance with the definition of investment property, and with the related guidance in paragraphs 9–17. Paragraph 86(c) requires an entity to disclose these criteria when classification is difficult.
- 18A. Judgment is also needed to determine whether the acquisition of investment property is the acquisition of an asset or a group of assets or a public sector combination within the scope of IPSAS 40, *Public Sector Combinations*. Reference should be made to IPSAS 40 to determine whether it is a public sector combination. The discussion in paragraphs 9–18 of this Standard relates to whether or not property is owner-occupied property or investment property and not to determining whether or not the acquisition of property is a public sector combination as defined in IPSAS 40. Determining whether a specific transaction meets the definition of a public sector combination as defined in IPSAS 40 and includes an investment property as defined in this Standard requires the separate application of both Standards.
19. In some cases, an entity owns property that is leased to, and occupied by, its controlling entity or another controlled entity. The property does not qualify as investment property in consolidated financial statements, because the property is owner-occupied from the perspective of the economic entity. However, from the perspective of the entity that owns it, the property is investment property if it meets the definition in paragraph 7. Therefore, the lessor treats the property as investment property in its individual financial statements. This situation may arise where a government establishes a property management entity to manage government office buildings. The buildings are then leased out to other government entities on a commercial basis. In the financial statements of the property management entity, the property would be accounted for as investment property. However, in the consolidated financial statements of the government, the property would be accounted for as property, plant, and equipment in accordance with IPSAS 17.

## Recognition

20. **An owned investment property shall be recognized as an asset when, and only when:**
  - (a) **It is probable that the future economic benefits or service potential that are associated with the investment property will flow to the entity; and**
  - (b) **The cost or fair value of the investment property can be measured reliably.**
21. In determining whether an item satisfies the first criterion for recognition, an entity needs to assess the degree of certainty attaching to the flow of future economic benefits or service potential on the basis of the available evidence at the time of initial recognition. Existence of sufficient certainty that the future economic benefits or service potential will flow to the entity necessitates an assurance that the entity will receive the rewards attaching to the asset, and will undertake the associated risks. This assurance is usually only available when the risks and rewards have passed to the entity. Before this occurs, the transaction to acquire the asset can usually be cancelled without significant penalty and, therefore, the asset is not recognized.
22. The second criterion for recognition is usually readily satisfied because the exchange transaction evidencing the purchase of the asset identifies its cost. As specified in paragraph 27 of this Standard,

under certain circumstances an investment property may be acquired at no cost or for a nominal cost. In such cases, cost is the investment property's fair value as at the date of acquisition.

23. An entity evaluates under this recognition principle all its investment property costs at the time they are incurred. These costs include costs incurred initially to acquire an investment property, and costs incurred subsequently to add to, replace part of, or service a property.
24. Under the recognition principle in paragraph 20, an entity does not recognize in the carrying amount of an investment property the costs of the day-to-day servicing of such a property. Rather, these costs are recognized in surplus or deficit as incurred. Costs of day-to-day servicing are primarily the costs of labor and consumables, and may include the cost of minor parts. The purpose of these expenditures is often described as for the repairs and maintenance of the property.
25. Parts of investment property may have been acquired through replacement. For example, the interior walls may be replacements of original walls. Under the recognition principle, an entity recognizes in the carrying amount of an investment property the cost of replacing part of an existing investment property at the time that cost is incurred if the recognition criteria are met. The carrying amount of those parts that are replaced is derecognized in accordance with the derecognition provisions of this Standard.
- 25A. An investment property held by a lessee as a right-of-use asset shall be recognized in accordance with [draft] IPSAS [X] (ED 64).

## Measurement at Recognition

26. **An owned investment property shall be measured initially at its cost (transaction costs shall be included in this initial measurement).**
27. **Where an owned investment property is acquired through a non-exchange transaction, its cost shall be measured at its fair value as at the date of acquisition.**
28. The cost of a purchased investment property comprises its purchase price and any directly attributable expenditure. Directly attributable expenditure includes, for example, professional fees for legal services, property transfer taxes, and other transaction costs.
29. [Deleted]
30. The cost of investment property is not increased by:
  - (a) Start-up costs (unless they are necessary to bring the property to the condition necessary for it to be capable of operating in the manner intended by management);
  - (b) Operating losses incurred before the investment property achieves the planned level of occupancy; or
  - (c) Abnormal amounts of wasted material, labor or other resources incurred in constructing or developing the property.
31. If payment for investment property is deferred, its cost is the cash price equivalent. The difference between this amount and the total payments is recognized as interest expense over the period of credit.

32. An investment property may be acquired through a non-exchange transaction. For example, a national government may transfer at no charge a surplus office building to a local government entity, which then lets it out at market rent. An investment property may also be acquired through a non-exchange transaction by the exercise of powers of sequestration. In these circumstances, the cost of the property is its fair value as at the date it is acquired.
33. Where an entity initially recognizes its investment property at fair value in accordance with paragraph 27, the fair value is the cost of the property. The entity shall decide, subsequent to initial recognition, to adopt either the fair value model (paragraphs 42–64) or the cost model (paragraph 65).
34. ~~[Deleted] The initial cost of a property interest held under a lease and classified as an investment property shall be as prescribed for a finance lease by paragraph 28 of IPSAS 13, i.e., the asset shall be recognized at the lower of the fair value of the property and the present value of the minimum lease payments. An equivalent amount shall be recognized as a liability in accordance with that same paragraph.~~
35. ~~[Deleted] Any premium paid for a lease is treated as part of the minimum lease payments for this purpose, and is therefore included in the cost of the asset, but is excluded from the liability. If a property interest held under a lease is classified as investment property, the item accounted for at fair value is that interest and not the underlying property. Guidance on determining the fair value of a property interest is set out for the fair value model in paragraphs 42–61. That guidance is also relevant to the determination of fair value when that value is used as cost for initial recognition purposes.~~
36. One or more investment properties may be acquired in exchange for a non-monetary asset or assets, or a combination of monetary and non-monetary assets. The following discussion refers to an exchange of one non-monetary asset for another, but it also applies to all exchanges described in the preceding sentence. The cost of such an investment property is measured at fair value unless (a) the exchange transaction lacks commercial substance or (b) the fair value of neither the asset received nor the asset given up is reliably measurable. The acquired asset is measured in this way even if an entity cannot immediately derecognize the asset given up. If the acquired asset is not measured at fair value, its cost is measured at the carrying amount of the asset given up.
37. An entity determines whether an exchange transaction has commercial substance by considering the extent to which its future cash flows or service potential is expected to change as a result of the transaction. An exchange transaction has commercial substance if:
- (a) The configuration (risk, timing, and amount) of the cash flows or service potential of the asset received differs from the configuration of the cash flows or service potential of the asset transferred; or
  - (b) The entity-specific value of the portion of the entity's operations affected by the transaction changes as a result of the exchange; and
  - (c) The difference in (a) or (b) is significant relative to the fair value of the assets exchanged.

For the purpose of determining whether an exchange transaction has commercial substance, the entity-specific value of the portion of the entity's operations affected by the transaction shall reflect post-tax cash flows, if tax applies. The result of these analyses may be clear without an entity having to perform detailed calculations.

38. The fair value of an asset for which comparable market transactions do not exist is reliably measurable if (a) the variability in the range of reasonable fair value estimates is not significant for that asset or (b) the probabilities of the various estimates within the range can be reasonably assessed and used in estimating fair value. If the entity is able to determine reliably the fair value of either the asset received or the asset given up, then the fair value of the asset given up is used to measure cost unless the fair value of the asset received is more clearly evident.
- 38A. An investment property held by a lessee as a right-of-use asset shall be measured initially in accordance with [draft] IPSAS [X] (ED 64).

## Measurement after Recognition

### Accounting Policy

39. **With the exception noted in paragraph 41A 43, an entity shall choose as its accounting policy either the fair value model in paragraphs 42–64 or the cost model in paragraph 65, and shall apply that policy to all of its investment property.**
40. IPSAS 3, *Accounting Policies, Changes in Accounting Estimates and Errors* states that a voluntary change in accounting policy shall be made only if the change results in the financial statements providing faithfully representative and more relevant information about the effects of transactions, other events or conditions on the entity's financial position, financial performance or cash flows. It is highly unlikely that a change from the fair value model to the cost model will result in a more relevant presentation.
41. This Standard requires all entities to determine the fair value of investment property, for the purpose of either measurement (if the entity uses the fair value model) or disclosure (if it uses the cost model). An entity is encouraged, but not required, to determine the fair value of investment property on the basis of a valuation by an independent valuer who holds a recognized and relevant professional qualification and has recent experience in the location and category of the investment property being valued.
- 41A. **An entity may:**
- (a) Choose either the fair value model or the cost model for all investment property backing liabilities that pay a return linked directly to the fair value of, or returns from, specified assets including that investment property; and**
  - (b) Choose either the fair value model or the cost model for all other investment property, regardless of the choice made in (a).**
- 41B. Some insurers and other entities operate an internal property fund that issues notional units, with some units held by investors in linked contracts and others held by the entity. Paragraph 41A does not permit an entity to measure the property held by the fund partly at cost and partly at fair value.
- 41C. If an entity chooses different models for the two categories described in paragraph 41A, sales of investment property between pools of assets measured using different models shall be recognized at fair value and the cumulative change in fair value shall be recognized in surplus or deficit. Accordingly, if an investment property is sold from a pool in which the fair value model is used into a pool in which the cost model is used, the property's fair value at the date of the sale becomes its deemed cost.

**Fair Value Model**

42. **After initial recognition, an entity that chooses the fair value model shall measure all of its investment property at fair value, except in the cases described in paragraph 62.**
43. ~~[Deleted] When a property interest held by a lessee under an operating lease is classified as an investment property under paragraph 8, paragraph 39 is not elective; the fair value model shall be applied.~~
44. **A gain or loss arising from a change in the fair value of investment property shall be recognized in surplus or deficit for the period in which it arises.**
45. The fair value of investment property is the price at which the property could be exchanged between knowledgeable, willing parties in an arm's length transaction (see paragraph 7). Fair value specifically excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, special considerations or concessions granted by anyone associated with the sale.
46. An entity determines fair value without any deduction for transaction costs it may incur on sale or other disposal.
47. **The fair value of investment property shall reflect market conditions at the reporting date.**
48. Fair value is time-specific as of a given date. Because market conditions may change, the amount reported as fair value may be incorrect or inappropriate if estimated as of another time. The definition of fair value also assumes simultaneous exchange and completion of the contract for sale without any variation in price that might be made in an arm's length transaction between knowledgeable, willing parties if exchange and completion are not simultaneous.
49. The fair value of investment property reflects, among other things, rental revenue from current leases and reasonable and supportable assumptions that represent what knowledgeable, willing parties would assume about rental revenue from future leases in the light of current conditions. It also reflects, on a similar basis, any cash outflows (including rental payments and other outflows) that could be expected in respect of the property. ~~Some of those outflows are reflected in the liability whereas others relate to outflows that are not recognized in the financial statements until a later date (e.g. periodic payments such as contingent rents).~~
- 49A. When a lessee uses the fair value model to measure an investment property that is held as a right-of-use asset, it shall measure the right-of-use asset, and not the underlying asset, at fair value.
50. ~~Paragraph 34 [Draft] IPSAS [X] (ED 64) specifies the basis for initial recognition of the cost of an interest in a leased property an investment property held by a lessee as a right-of-use asset. Paragraph 42 requires the interest in the leased property investment property held by a lessee as a right-of-use asset to be remeasured, if necessary, to fair value if the entity chooses the fair value model. In a lease negotiated When lease payments are at market rates, the fair value of an interest in a leased property an investment property held by a lessee as a right-of-use asset at acquisition, net of all expected lease payments (including those relating to recognized lease liabilities), should be zero. This fair value does not change regardless of whether, for accounting purposes, a leased asset and liability are recognized at fair value or at the present value of minimum lease payments, in accordance with paragraph 28 of IPSAS 13. Thus, remeasuring a leased right-of-use asset from cost in accordance with paragraph 34 [draft] IPSAS [X] (ED 64) to fair value in accordance with~~

paragraph 42 (taking into account the requirements in paragraph 59) should not give rise to any initial gain or loss, unless fair value is measured at different times. This could occur when an election to apply the fair value model is made after initial recognition.

51. The definition of fair value refers to “knowledgeable, willing parties”. In this context, “knowledgeable” means that both the willing buyer and the willing seller are reasonably informed about the nature and characteristics of the investment property, its actual and potential uses, and market conditions at the reporting date. A willing buyer is motivated, but not compelled, to buy. This buyer is neither over-eager nor determined to buy at any price. The assumed buyer would not pay a higher price than a market comprising knowledgeable, willing buyers and sellers would require.
52. A willing seller is neither an over-eager nor a forced seller, prepared to sell at any price, nor one prepared to hold out for a price not considered reasonable in current market conditions. The willing seller is motivated to sell the investment property at market terms for the best price obtainable. The factual circumstances of the actual investment property owner are not a part of this consideration because the willing seller is a hypothetical owner (e.g., a willing seller would not take into account the particular tax circumstances of the actual investment property owner).
53. The definition of fair value refers to an arm’s length transaction. An arm’s length transaction is one between parties that do not have a particular or special relationship that makes prices of transactions uncharacteristic of market conditions. The transaction is presumed to be between unrelated parties, each acting independently.
54. The best evidence of fair value is given by current prices in an active market for similar property in the same location and condition and subject to similar lease and other contracts. An entity takes care to identify any differences in the nature, location, or condition of the property, or in the contractual terms of the leases and other contracts relating to the property.
55. In the absence of current prices in an active market of the kind described in paragraph 54, an entity considers information from a variety of sources, including:
  - (a) Current prices in an active market for properties of different nature, condition, or location (or subject to different lease or other contracts), adjusted to reflect those differences;
  - (b) Recent prices of similar properties on less active markets, with adjustments to reflect any changes in economic conditions since the date of the transactions that occurred at those prices; and
  - (c) Discounted cash flow projections based on reliable estimates of future cash flows, supported by the terms of any existing lease and other contracts and (when possible) by external evidence, such as current market rents for similar properties in the same location and condition, and using discount rates that reflect current market assessments of the uncertainty in the amount and timing of the cash flows.
56. In some cases, the various sources listed in the previous paragraph may suggest different conclusions about the fair value of an investment property. An entity considers the reasons for those differences, in order to arrive at the most reliable estimate of fair value within a range of reasonable fair value estimates.
57. In exceptional cases, there is clear evidence when an entity first acquires an investment property (or when an existing property first becomes an investment property after a change in use) that the



variability in the range of reasonable fair value estimates will be so great, and the probabilities of the various outcomes so difficult to assess, that the usefulness of a single estimate of fair value is negated. This may indicate that the fair value of the property will not be reliably determinable on a continuing basis (see paragraph 62).

58. Fair value differs from value in use, as defined in IPSAS 21, *Impairment of Non-Cash-Generating Assets* and IPSAS 26, *Impairment of Cash-Generating Assets*. Fair value reflects the knowledge and estimates of knowledgeable, willing buyers and sellers. In contrast, value in use reflects the entity's estimates, including the effects of factors that may be specific to the entity and not applicable to entities in general. For example, fair value does not reflect any of the following factors, to the extent that they would not be generally available to knowledgeable, willing buyers and sellers:
  - (a) Additional value derived from the creation of a portfolio of properties in different locations;
  - (b) Synergies between investment property and other assets;
  - (c) Legal rights or legal restrictions that are specific only to the current owner; and
  - (d) Tax benefits or tax burdens that are specific to the current owner.
59. In determining the carrying amount of investment property under the fair value model, an entity does not double-count assets or liabilities that are recognized as separate assets or liabilities. For example:
  - (a) Equipment such as elevators or air-conditioning is often an integral part of a building and is generally included in the fair value of the investment property, rather than recognized separately as property, plant, and equipment.
  - (b) If an office is leased on a furnished basis, the fair value of the office generally includes the fair value of the furniture, because the rental revenue relates to the furnished office. When furniture is included in the fair value of investment property, an entity does not recognize that furniture as a separate asset.
  - (c) The fair value of investment property excludes prepaid or accrued ~~operating~~ lease revenue, because the entity recognizes it as a separate liability or asset.
  - (d) The fair value of investment property held by a lessee as a right-of-use asset under a lease reflects expected cash flows (including ~~contingent rent that is~~ variable lease payments that are expected to become payable). Accordingly, if a valuation obtained for a property is net of all payments expected to be made, it will be necessary to add back any recognized lease liability, to arrive at the carrying amount of the investment property using the fair value model.
60. The fair value of investment property does not reflect future capital expenditure that will improve or enhance the property and does not reflect the related future benefits from this future expenditure.
61. In some cases, an entity expects that the present value of its payments relating to an investment property (other than payments relating to recognized liabilities) will exceed the present value of the related cash receipts. An entity applies IPSAS 19, *Provisions, Contingent Liabilities and Contingent Assets* to determine whether to recognize a liability and, if so, how to measure it.

#### **Inability to Determine Fair Value Reliably**

62. **There is a rebuttable presumption that an entity can reliably determine the fair value of an investment property on a continuing basis. However, in exceptional cases, there is clear**

evidence when an entity first acquires an investment property (or when an existing property first becomes investment property after a change in use) that the fair value of the investment property is not reliably determinable on a continuing basis. This arises when, and only when, comparable market transactions are infrequent and alternative reliable estimates of fair value (for example, based on discounted cash flow projections) are not available. If an entity determines that the fair value of an investment property under construction is not reliably determinable but expects the fair value of the property to be reliably determinable when construction is complete, it shall measure that investment property under construction at cost until either its fair value becomes reliably determinable or construction is completed (whichever is earlier). If an entity determines that the fair value of an investment property (other than an investment property under construction) is not reliably determinable on a continuing basis, the entity shall measure that investment property using the cost model in IPSAS 17 for owned investment property or in accordance with [draft] IPSAS [X] (ED 64) for investment property held by a lessee as a right-of-use asset. The residual value of the investment property shall be assumed to be zero. The entity shall continue to apply IPSAS 17 or [draft] IPSAS [X] (ED 64) until disposal of the investment property.

- 62A. Once an entity becomes able to measure reliably the fair value of an investment property under construction that has previously been measured at cost, it shall measure that property at its fair value. Once construction of that property is complete, it is presumed that fair value can be measured reliably. If this is not the case, in accordance with paragraph 62, the property shall be accounted for using the cost model in accordance with IPSAS 17 for owned assets or [draft] IPSAS [X] (ED 64) for investment property held by a lessee as a right-of-use asset.
- 62B. The presumption that the fair value of investment property under construction can be measured reliably can be rebutted only on initial recognition. An entity that has measured an item of investment property under construction at fair value may not conclude that the fair value of the completed investment property cannot be determined reliably.
63. In the exceptional cases when an entity is compelled, for the reason given in paragraph 62, to measure an investment property using the cost model in accordance with IPSAS 17 or [draft] IPSAS [X] (ED 64), it measures at fair value all its other investment property, including investment property under construction. In these cases, although an entity may use the cost model for one investment property, the entity shall continue to account for each of the remaining properties using the fair value model.
64. **If an entity has previously measured an investment property at fair value, it shall continue to measure the property at fair value until disposal (or until the property becomes owner-occupied property or the entity begins to develop the property for subsequent sale in the ordinary course of operations) even if comparable market transactions become less frequent or market prices become less readily available.**

#### **Cost Model**

65. ~~After initial recognition, an entity that chooses the cost model shall measure all of its investment property in accordance with IPSAS 17's requirements for that model, i.e., at cost less any accumulated depreciation and any accumulated impairment losses.~~

**After initial recognition, an entity that chooses the cost model shall measure investment property:**

- (a) In accordance with [draft] IPSAS [X] (ED 64) if it is held by a lessee as a right-of-use asset; and**
- (b) In accordance with the requirements in IPSAS 17 for the cost model if it is held by an owner as an owned investment property.**

## **Transfers**

66. **Transfers to or from investment property shall be made when, and only when, there is a change in use, evidenced by:**
- (a) Commencement of owner-occupation, for a transfer from investment property to owner-occupied property;**
  - (b) Commencement of development with a view to sale, for a transfer from investment property to inventories;**
  - (c) End of owner-occupation, for a transfer from owner-occupied property to investment property; or**
  - (d) Commencement of ~~an operating~~ lease (on a commercial basis) to another party, for a transfer from inventories to investment property.**
  - (e) [Deleted]**
67. A government's use of property may change over time. For example, a government may decide to occupy a building currently used as an investment property, or to convert a building currently used as naval quarters or for administrative purposes into a hotel and to let that building to private sector operators. In the former case, the building would be accounted for as an investment property until commencement of occupation. In the latter case, the building would be accounted for as property, plant, and equipment until its occupation ceased and it is reclassified as an investment property.
68. Paragraph 66(b) requires an entity to transfer a property from investment property to inventories when, and only when, there is a change in use, evidenced by commencement of development with a view to sale. When an entity decides to dispose of an investment property without development, it continues to treat the property as an investment property until it is derecognized (eliminated from the statement of financial position) and does not treat it as inventory. Similarly, if an entity begins to redevelop an existing investment property for continued future use as investment property, the property remains an investment property and is not reclassified as owner-occupied property during the redevelopment.
69. A government property department may regularly review its buildings to determine whether they are meeting its requirements, and as part of that process may identify, and hold, certain buildings for sale. In this situation, the building may be considered inventory. However, if the government decided to hold the building for its ability to generate rent revenue and its capital appreciation potential, it would be reclassified as an investment property on commencement of any subsequent ~~operating~~ lease.
70. Paragraphs 71–76 apply to recognition and measurement issues that arise when an entity uses the fair value model for investment property. When an entity uses the cost model, transfers between

## [DRAFT] IPSAS [X] (ED 64)–LEASES

investment property, owner-occupied property, and inventories do not change the carrying amount of the property transferred, and they do not change the cost of that property for measurement or disclosure purposes.

71. **For a transfer from investment property carried at fair value to owner-occupied property or inventories, the property's cost for subsequent accounting in accordance with IPSAS 17, [draft] IPSAS [X] (ED 64) or IPSAS 12, shall be its fair value at the date of change in use.**
72. **If an owner-occupied property becomes an investment property that will be carried at fair value, an entity shall apply IPSAS 17 for owned property and [draft] IPSAS [X] (ED 64) for property held by a lessee as a right-of-use asset up to the date of change in use. The entity shall treat any difference at that date between the carrying amount of the property in accordance with IPSAS 17 or [draft] IPSAS [X] (ED 64), and its fair value in the same way as a revaluation in accordance with IPSAS 17.**
73. Up to the date when an owner-occupied property becomes an investment property carried at fair value, an entity depreciates the property (or right-of-use asset) and recognizes any impairment losses that have occurred. The entity treats any difference at that date between the carrying amount of the property in accordance with IPSAS 17 or [draft] IPSAS [X] (ED 64), and its fair value in the same way as a revaluation in accordance with IPSAS 17. In other words:
  - (a) Any resulting decrease in the carrying amount of the property is recognized in surplus or deficit. However, to the extent that an amount is included in revaluation surplus for that property, the decrease is charged against that revaluation surplus.
  - (b) Any resulting increase in the carrying amount is treated as follows:
    - (i) To the extent that the increase reverses a previous impairment loss for that property, the increase is recognized in surplus or deficit. The amount recognized in surplus or deficit does not exceed the amount needed to restore the carrying amount to the carrying amount that would have been determined (net of depreciation) if no impairment loss had been recognized.
    - (ii) Any remaining part of the increase is credited directly to net assets/equity in revaluation surplus. On subsequent disposal of the investment property, the revaluation surplus included in net assets/equity may be transferred to accumulated surpluses or deficits. The transfer from revaluation surplus to accumulated surpluses or deficits is not made through surplus or deficit.
74. **For a transfer from inventories to investment property that will be carried at fair value, any difference between the fair value of the property at that date and its previous carrying amount shall be recognized in surplus or deficit.**
75. The treatment of transfers from inventories to investment property that will be carried at fair value is consistent with the treatment of sales of inventories.
76. **When an entity completes the construction or development of a self-constructed investment property that will be carried at fair value, any difference between the fair value of the property at that date and its previous carrying amount shall be recognized in surplus or deficit.**

## Disposals

77. **An investment property shall be derecognized (eliminated from the statement of financial position) on disposal or when the investment property is permanently withdrawn from use and no future economic benefits or service potential are expected from its disposal.**
78. The disposal of an investment property may be achieved by sale ~~or by entering into a finance lease~~. In determining the date of disposal for investment property that is sold, an entity applies the criteria in IPSAS 9 for recognizing revenue from the sale of goods and considers the related guidance in the Implementation Guidance to IPSAS 9. ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64) applies to a disposal effected by entering into a ~~finance lease and to a sale and leaseback~~.
79. If, in accordance with the recognition principle in paragraph 20, an entity recognizes in the carrying amount of an asset the cost of a replacement for part of an investment property, it derecognizes the carrying amount of the replaced part. For investment property accounted for using the cost model, a replaced part may not be a part that was depreciated separately. If it is not practicable for an entity to determine the carrying amount of the replaced part, it may use the cost of the replacement as an indication of what the cost of the replaced part was at the time it was acquired or constructed. Under the fair value model, the fair value of the investment property may already reflect that the part to be replaced has lost its value. In other cases it may be difficult to discern how much fair value should be reduced for the part being replaced. An alternative to reducing fair value for the replaced part, when it is not practical to do so, is to include the cost of the replacement in the carrying amount of the asset and then to reassess the fair value, as would be required for additions not involving replacement.
80. **Gains or losses arising from the retirement or disposal of investment property shall be determined as the difference between the net disposal proceeds and the carrying amount of the asset, and shall be recognized in surplus or deficit (unless ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64) requires otherwise on a sale and leaseback) in the period of the retirement or disposal.**
81. The consideration receivable on disposal of an investment property is recognized initially at fair value. In particular, if payment for an investment property is deferred, the consideration received is recognized initially at the cash price equivalent. The difference between the nominal amount of the consideration and the cash price equivalent is recognized as interest revenue in accordance with IPSAS 9, using the effective interest method.
82. An entity applies IPSAS 19 or other standards, as appropriate, to any liabilities that it retains after disposal of an investment property.
83. **Compensation from third parties for investment property that was impaired, lost, or given up shall be recognized in surplus or deficit when the compensation becomes receivable.**
84. Impairments or losses of investment property, related claims for or payments of compensation from third parties, and any subsequent purchase or construction of replacement assets are separate economic events and are accounted for separately as follows:
  - (a) Impairments of investment property are recognized in accordance with IPSAS 21 or IPSAS 26, as appropriate;
  - (b) Retirements or disposals of investment property are recognized in accordance with paragraphs 77–82 of this Standard;

- (c) Compensation from third parties for investment property that was impaired, lost, or given up is recognized in surplus or deficit when it becomes receivable; and
- (d) The cost of assets restored, purchased, or constructed as replacements is determined in accordance with paragraphs 26–38 of this Standard.

## Disclosure

### Fair Value Model and Cost Model

85. The disclosures below apply in addition to those in ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64). In accordance with ~~IPSAS 13~~ [draft] IPSAS [X] (ED 64), the owner of an investment property provides lessors' disclosures about leases into which it has entered. ~~An entity~~ A lessee that holds an investment property ~~under a finance lease or operating lease as a right-of-use asset~~ provides lessees' disclosures ~~for finance leases as required by [draft] IPSAS [X] (ED 64) and lessors' disclosures as required by [draft] IPSAS [X] (ED 64) for any operating leases into which it has entered.~~
86. **An entity shall disclose:**
- (a) **Whether it applies the fair value or the cost model;**
  - (b) ~~[Deleted] If it applies the fair value model, whether, and in what circumstances, property interests held under operating leases are classified and accounted for as investment property;~~
  - (c) **When classification is difficult (see paragraph 18), the criteria it uses to distinguish investment property from owner-occupied property and from property held for sale in the ordinary course of operations;**
  - (d) **The methods and significant assumptions applied in determining the fair value of investment property, including a statement whether the determination of fair value was supported by market evidence, or was more heavily based on other factors (which the entity shall disclose) because of the nature of the property and lack of comparable market data;**
  - (e) **The extent to which the fair value of investment property (as measured or disclosed in the financial statements) is based on a valuation by an independent valuer who holds a recognized and relevant professional qualification and has recent experience in the location and category of the investment property being valued. If there has been no such valuation, that fact shall be disclosed;**
  - (f) **The amounts recognized in surplus or deficit for:**
    - (i) **Rental revenue from investment property;**
    - (ii) **Direct operating expenses (including repairs and maintenance) arising from investment property that generated rental revenue during the period; and**
    - (iii) **Direct operating expenses (including repairs and maintenance) arising from investment property that did not generate rental revenue during the period.**
  - (g) **The existence and amounts of restrictions on the realizability of investment property or the remittance of revenue and proceeds of disposal; and**

- (h) **Contractual obligations to purchase, construct, or develop investment property or for repairs, maintenance, or enhancements.**

*Fair Value Model*

87. **In addition to the disclosures required by paragraph 86, an entity that applies the fair value model in paragraphs 42-64 shall disclose a reconciliation between the carrying amounts of investment property at the beginning and end of the period, showing the following:**
- (a) **Additions, disclosing separately those additions resulting from acquisitions and those resulting from subsequent expenditure recognized in the carrying amount of an asset;**
  - (b) **Additions resulting from acquisitions through public sector combinations;**
  - (c) **Disposals;**
  - (d) **Net gains or losses from fair value adjustments;**
  - (e) **The net exchange differences arising on the translation of the financial statements into a different presentation currency, and on translation of a foreign operation into the presentation currency of the reporting entity;**
  - (f) **Transfers to and from inventories and owner-occupied property; and**
  - (g) **Other changes.**
88. **When a valuation obtained for investment property is adjusted significantly for the purpose of the financial statements, for example to avoid double-counting of assets or liabilities that are recognized as separate assets and liabilities as described in paragraph 59, the entity shall disclose a reconciliation between the valuation obtained and the adjusted valuation included in the financial statements, showing separately the aggregate amount of any recognized lease ~~obligations~~ liabilities that have been added back, and any other significant adjustments.**
89. **In the exceptional cases referred to in paragraph 62, when an entity measures investment property using the cost model in IPSAS 17 or in accordance with [draft] IPSAS [X] (ED 64), the reconciliation required by paragraph 87 shall disclose amounts relating to that investment property separately from amounts relating to other investment property. In addition, an entity shall disclose:**
- (a) **A description of the investment property;**
  - (b) **An explanation of why fair value cannot be determined reliably;**
  - (c) **If possible, the range of estimates within which fair value is highly likely to lie; and**
  - (d) **On disposal of investment property not carried at fair value:**
    - (i) **The fact that the entity has disposed of investment property not carried at fair value;**
    - (ii) **The carrying amount of that investment property at the time of sale; and**
    - (iii) **The amount of gain or loss recognized.**

**Cost Model**

90. **In addition to the disclosures required by paragraph 86, an entity that applies the cost model in paragraph 65 shall disclose:**
- (a) **The depreciation methods used;**
  - (b) **The useful lives or the depreciation rates used;**
  - (c) **The gross carrying amount and the accumulated depreciation (aggregated with accumulated impairment losses) at the beginning and end of the period;**
  - (d) **The reconciliation of the carrying amount of investment property at the beginning and end of the period, showing the following:**
    - (i) **Additions, disclosing separately those additions resulting from acquisitions and those resulting from subsequent expenditure recognized as an asset;**
    - (ii) **Additions resulting from acquisitions through public sector combinations;**
    - (iii) **Disposals;**
    - (iv) **Depreciation;**
    - (v) **The amount of impairment losses recognized, and the amount of impairment losses reversed, during the period in accordance with IPSAS 21 or IPSAS 26, as appropriate;**
    - (vi) **The net exchange differences arising on the translation of the financial statements into a different presentation currency, and on translation of a foreign operation into the presentation currency of the reporting entity;**
    - (vii) **Transfers to and from inventories and owner-occupied property; and**
    - (viii) **Other changes; and**
  - (e) **The fair value of investment property. In the exceptional cases described in paragraph 62, when an entity cannot determine the fair value of the investment property reliably, the entity shall disclose:**
    - (i) **A description of the investment property;**
    - (ii) **An explanation of why fair value cannot be determined reliably; and**
    - (iii) **If possible, the range of estimates within which fair value is highly likely to lie.**

**Transitional Provisions**

91. [Deleted]
92. [Deleted]
93. [Deleted]

**Fair Value Model**

94. [Deleted]



95. [Deleted]
96. [Deleted]
97. An entity that (a) has previously applied IPSAS 16 (2001), and (b) elects for the first time to classify and account for some or all eligible property interests held under ~~operating~~ leases as investment property, shall recognize the effect of that election as an adjustment to the opening balance of accumulated surpluses or deficits for the period in which the election is first made. In addition, if the entity has previously disclosed publicly (in financial statements or otherwise) the fair value of those property interests in earlier periods, paragraph 94(a) applies. If the entity has not previously disclosed publicly the information related to those property interests described in paragraph 94(a), paragraph 94(b) applies.

### **Cost Model**

98. [Deleted]
99. [Deleted]
100. **For entities that have previously applied IPSAS 16 (2001), the requirements of paragraphs 36-38 regarding the initial measurement of an investment property acquired in an exchange of assets transaction shall be applied prospectively only to future transactions.**

### **[draft] IPSAS [X] (ED 64)**

- 100A. **An entity applying [draft] IPSAS [X] (ED 64), and its related amendments to this Standard, for the first time shall apply the transition requirements in [draft] IPSAS [X] (ED 64) to its investment property.**

### **Effective Date**

101. **An entity shall apply this Standard for annual financial statements covering periods beginning on or after January 1, 2008. Earlier application is encouraged. If an entity applies this Standard for a period beginning before January 1, 2008, it shall disclose that fact.**
- 101A. **Paragraphs 12, 13, 40, 57, 59, 62, 63, and 66 were amended, paragraph 29 was deleted and paragraphs 62A and 62B were added by Improvements to IPSASs issued in January 2010. An entity shall apply those amendments prospectively for annual financial statements covering periods beginning on or after January 1, 2011. An entity is encouraged to apply the amendments to investment property under construction from any date before January 1, 2011 provided that the fair values of investment properties under construction were determined at those dates. If an entity applies the amendments for a period beginning before January 1, 2011, it shall disclose that fact and at the same time apply the amendments to paragraphs 8 and 107A of IPSAS 17.**
- 101B. **Paragraphs 91, 92, 93, 94, 95, 96, 98, 99 and 102 were amended by IPSAS 33, First-time Adoption of Accrual Basis International Public Sector Accounting Standards (IPSASs) issued in January 2015. An entity shall apply those amendments for annual financial statements covering periods beginning on or after January 1, 2017. Earlier application is permitted. If an entity applies IPSAS 33 for a period beginning before January 1, 2017, the amendments shall also be applied for that earlier period.**

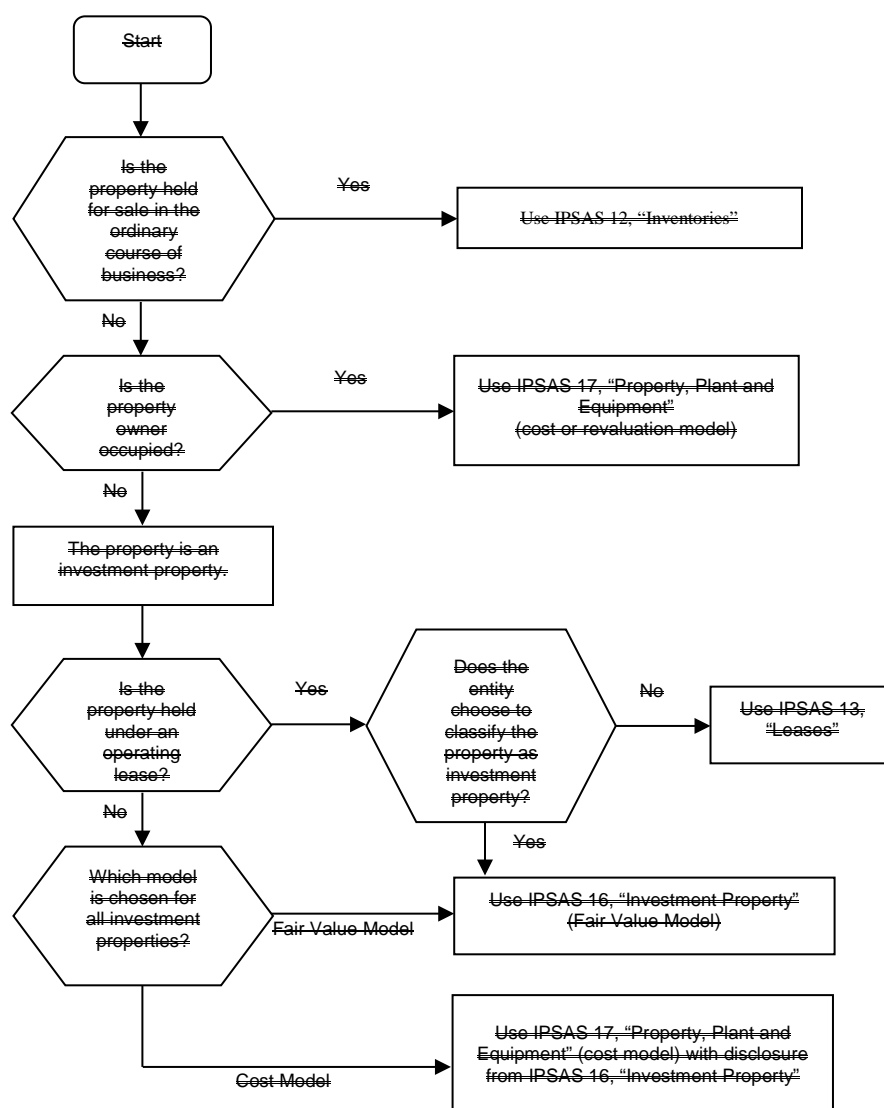
- 101C. Paragraph 40 was amended by *Improvements to IPSASs 2015* issued in April 2016. An entity shall apply this amendment for annual financial statements covering periods beginning on or after January 1, 2017. Earlier application is encouraged. If an entity applies the amendment for a period beginning before January 1, 2017 it shall disclose that fact.
- 101D. Paragraphs 3 and 4 were deleted and paragraph 9 was amended by *The Applicability of IPSASs*, issued in April 2016. An entity shall apply those amendments for annual financial statements covering periods beginning on or after January 1, 2018. Earlier application is encouraged. If an entity applies the amendments for a period beginning before January 1, 2018, it shall disclose that fact.
- 101E. Paragraph 18A was added and paragraphs 87 and 90 amended by IPSAS 40, *Public Sector Combinations*, issued in January 2017. An entity shall apply these amendments for annual financial statements covering periods beginning on or after January 1, 2019. Earlier application is encouraged. If an entity applies the amendments for a period beginning before January 1, 2019 it shall disclose that fact and apply IPSAS 40 at the same time.
- 101F. [draft] IPSAS [X] (ED 64), Leases issued in Month YYYY, amended the scope of IPSAS 16 by defining investment property to include both owned investment property and property held by a lessee as a right-of-use asset. Paragraphs 7, 10, 12, 13, 14, 20, 26, 27, 39, 49, 50, 59, 62, 62A, 63, 65, 66, 69, 71, 72, 73, 78, 80, 85, 86, 88, 89 and 97 were amended, paragraphs 25A, 38A, 41A, 41B, 41C, 49A and 100A and its related heading were added, and paragraphs 5, 8 and its related heading, 34, 35 and 43 were deleted by [draft] IPSAS [X] (ED 64). An entity shall apply these amendments for annual financial statements covering periods beginning on or at after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED 64) at the same time.
102. When an entity adopts the accrual basis IPSASs of accounting as defined in IPSAS 33, First-time Adoption of Accrual Basis International Public Sector Accounting Standards (IPSASs) for financial reporting purposes subsequent to this effective date, this Standard applies to the entity's annual financial statements covering periods beginning on or after the date of adoption of IPSASs.

### **Withdrawal of IPSAS 16 (2001)**

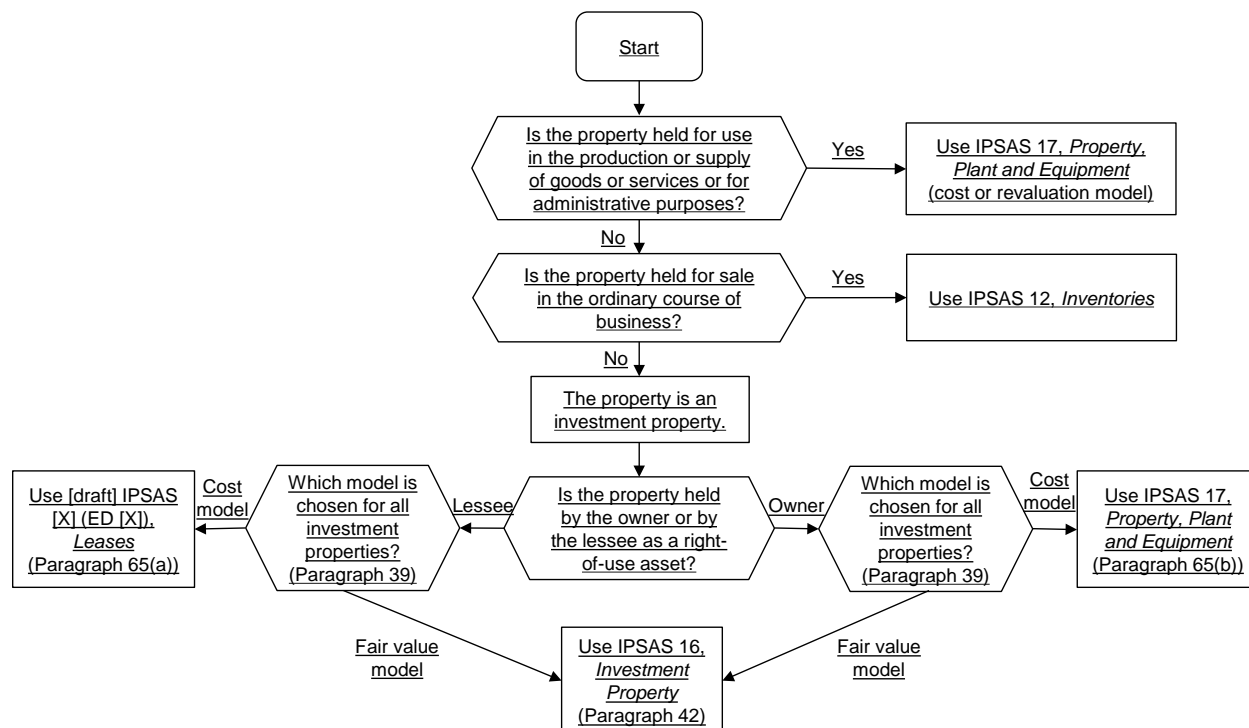
103. This Standard supersedes IPSAS 16, *Investment Property*, issued in 2001.

## Illustrative Decision Tree

*This decision tree accompanies, but is not part of, IPSAS 16.*



[DRAFT] IPSAS [X] (ED 64)–LEASES



## Basis for Conclusions

*This Basis for Conclusions accompanies, but is not part of, [draft] IPSAS [X] (ED 64).*

### Introduction

- BC1. IPSAS 13 (2001), *Leases*, was drawn primarily from International Accounting Standard (IAS) 17 (Revised 2003), *Leases*, issued by the International Accounting Standards Board (IASB). In January 2016, the IASB issued International Financial Reporting Standard (IFRS) 16, *Leases*. IFRS 16 replaces IAS 17, International Financial Reporting Interpretation Committee (IFRIC) 4, *Determining whether an Arrangement contains a Lease*, Standard Interpretations Committee (SIC) 15, *Operating Leases—Incentives*, and SIC-27, *Evaluating the Substance of Transactions Involving the Legal Form of a Lease*.
- BC2. In order to maintain convergence with the underlying IFRS, the IPSASB approved a project to develop revised requirements for lease accounting covering both lessees and lessor. The IPSASB also decided to introduce some guidance on concessionary leases, which is not covered by IFRS 16 (see paragraph BC5).
- BC3. This Basis for Conclusions is structured on an exception basis, where the IPSASB proposes different requirements from IFRS 16 for public sector financial reporting reasons or to provide additional reasons for IPSASB's decisions.

### Objective (see paragraphs 1–2)

- BC4. The IPSASB believes this [draft] Standard will promote consistency and comparability regarding how leases are reported by public sector entities in order meet the public sector financial reporting objectives of accountability and decision-making.

### Definitions (see paragraph 5 and AG3)

#### *Definition of a Lease*

#### Concessionary Leases

- BC5. Concessionary leases are granted to or received by an entity at below market terms. The IPSASB considered the economic substance of several types of concessionary leases. The IPSASB is of the view that leases with consideration above nominal amount still meet the IFRS 16 definition of a lease. As a consequence of this view, the IPSASB decided to retain in this [draft] Standard the wording “in exchange for consideration” in the IFRS 16 definition of a lease.
- BC6. The IPSASB is of the view that leases for zero or nominal consideration are in substance a grant in kind and, therefore, outside of the scope of this [draft] Standard.
- BC7. This [draft] Standard amended IPSAS 23, *Revenue from Non-Exchange Transactions* to provide guidance to account for the subsidized component of concessionary leases from the recipient side. That guidance can be applicable to the subsidized component of leases for zero or nominal consideration from the lessee side.

- BC8. The IPSASB has underway a project on Revenue and Non-Exchange Expenses. Until an IPSAS on Non-Exchange Expenses is published, preparers can apply the relevant international or national accounting standard to the subsidized component in the lessor's financial statements.

#### Contractual Arrangements

- BC9. The IPSASB noted that, in certain jurisdictions, public sector entities are precluded from entering into formal contracts, but do enter into arrangements that have the substance of contracts. These arrangements may be known by another term, e.g., a “government order.” To assist entities in identifying contracts, which either have the substance or legal form of a contract, the IPSASB considered it appropriate to issue additional Application Guidance explaining the factors an entity should consider in assessing whether an arrangement is contractual or non-contractual.
- BC10. Consideration was given to whether the term “binding arrangement” should be used to describe the arrangements highlighted in paragraph BC9. The term “binding arrangement” is defined as contracts and other arrangements that confer similar rights and obligations on the parties to it as if they were in the form of a contract. For example, an arrangement between two government departments that do not have the power to contract. The IPSASB concluded that the term “binding arrangements,” as used in IPSASs, embraces a wider set of arrangements than those identified in paragraph BC9 and therefore concluded that it should not be used in this [draft] IPSAS.

#### Fair Value

- BC11. The IPSASB noted that IFRS 16 uses the term “fair value” and *The Conceptual Framework for General Purpose Financial Reporting by Public Sector Entities* (the Conceptual Framework) uses the term “market value”. Consistent with previous IPSASB's decisions on IPSAS 39, *Employee Benefits* and Exposure Draft 62, *Financial Instruments*, the IPSASB decided to retain the IFRS 16 term “fair value” in this [draft] Standard because the IPSASB has an ongoing project on Measurement that will assess the measurement bases in all IPSASs according to the Conceptual Framework.

#### *IFRS 16 Definitions on Lessor Accounting*

- BC12. The IPSASB decided not to include the IFRS 16 requirements on lessor accounting (see paragraphs BC31–BC35) in this [draft] Standard. Therefore, this [draft] Standard does not include the definitions related to IFRS 16 lessor accounting. The IFRS 16 definition of initial direct costs has also been amended to remove the reference to manufacturer or dealer lessor (see paragraph BC63).

### **Recognition Exemptions (see paragraphs 6–12)**

#### *Lessee Accounting*

- BC13. The IPSASB considered the recognition exemptions in IFRS 16. The IPSASB did not identify a public sector specific reason that would warrant different recognition exemptions in this [draft] Standard.
- BC14. The IPSASB also considered whether the permissible recognition exemptions in IFRS 16 should be a requirement or an option in this [draft] IPSAS. The IPSASB noted that, according to the IASB's

research, leases of low value assets represent less than 1% of total non-current assets. In this context, the IPSASB considered that, on the one hand, making the recognition exemptions a requirement rather than an option would enhance the comparability between public sector entities and provide increased cost relief to them, with a low probability of a negative impact on the reliability and accuracy of financial statements. However, on the other hand, the IPSASB noted that requiring recognition exemptions for short-term leases may create a new arbitrage point, where entities could design their lease contracts to achieve desired accounting outcomes.

- BC15. On balance, the IPSASB concluded that there was no public sector specific reason to require rather than permit recognition exemptions. The IPSASB also considered that, by not requiring the application of the exemptions, public sector entities would be able to adopt an approach that best provides faithful representation of leasing transactions in terms of their own statements of financial position.
- BC16. The IPSASB noted that IFRS 16 does not set a specific dollar amount for a lease of a low value asset. Instead, the IASB included in paragraph BC100 of the Basis for Conclusions: “the IASB had in mind leases of underlying assets with a value, when new, in the order of magnitude of US\$5,000 or less”. The IPSASB considered whether it was appropriate for public sector financial reporting to use the same or a different dollar amount, or not make any reference to a threshold in the Basis for Conclusions of this [draft] Standard.
- BC17. The IPSASB acknowledged that, for many public sector entities that are services-based, a figure of US\$5,000 might represent the value of most of their assets. The IPSASB concluded that public sector entities, if they decide to apply the exemption, should use a threshold for determining leases of low-value assets, considering the materiality of leasing transactions in relation to their financial statements, and that the IPSASB would not provide guidance on a specific monetary amount. In assessing materiality, preparers consider if the omission of information could influence users’ assessments of accountability or their decision-making.

#### *Lessor Accounting*

- BC18. The IPSASB considered the IFRS 16 recognition exemptions for lessee accounting in the context of the right-of-use model for lessor accounting included in this [draft] Standard. The IPSASB decided to propose the same recognition exemption for short-term leases in lessor accounting in order to provide the same cost relief for lessors in the same way as for lessees.
- BC19. However, the IPSASB decided not to propose a recognition exemption for leases for which the underlying asset is of low value for the following reasons:
- (a) IPSAS 13 does not provide recognition exemptions in lessor accounting;
  - (b) IPSAS 3, *Accounting Policies, Changes in Accounting Estimates and Errors* already provides sufficient guidance on materiality to apply IPSAS to specific transactions; and
  - (c) This is consistent with a head lease not qualifying as a lease of a low-value asset if the lessee subleases an asset, or expects to sublease an asset.

#### **Identifying a Lease (see paragraphs 15–17)**

- BC20. The IPSASB is of the view that the guidance in paragraphs AG10–AG32 of this [draft] Standard complements the flowchart in the Implementation Guidance section of IPSAS 32, *Service*

*Concession Arrangements:* Grantor in distinguishing a lease from a service concession arrangement and helps public sector entities apply this [draft] Standard.

### **Lease Term (see paragraphs 24–27 and AG43)**

- BC21. The IPSASB considered the requirements of lease term in IFRS 16. The IPSASB did not identify a public sector specific reason that would warrant different requirements in this [draft] Standard.
- BC22. The IPSASB acknowledged that many times in the public sector lease contracts have budget funding or cancellation clauses. These clauses allow public sector lessees to terminate a lease agreement, typically on an annual basis, if the government does not appropriate funds for the lease payments.
- BC23. The IPSASB concluded that these types of clauses should be assessed in the same way as other termination options because there is not a public sector specific reason that warrants a departure from the principles in IFRS 16. Therefore, the IPSASB decided to include in the Application Guidance section of this [draft] Standard specific guidance on these types of clauses by applying the same principles as for other termination options.

### **Lessee Accounting (see paragraphs 28–71)**

#### *Recognition*

- BC24. The IPSASB considered the recognition requirements of the right-of-use model in IFRS 16 for lessee accounting and did not identify a public sector specific reason that would warrant different recognition requirements in this [draft] Standard.
- BC25. The IPSASB is of the view that lessee accounting recognition requirements of the right-of-use model better reflects the economics of a lease than the risks and rewards incidental to ownership model because:
- (a) The lessee no longer recognizes an underlying asset that it does not control, as in the requirements in IPSAS 13 for finance lease;
  - (b) The lessee always recognizes an asset (the right-of-use asset), unlike in IPSAS 13 for operating leases;
  - (c) The lessee always recognizes the obligations resulting from the lease contract as liabilities, unlike in IPSAS 13 for operating leases; and
  - (d) The right-of-use model prevents arbitrage, gaming and information asymmetry, and improves comparability between public sector entities that lease assets and public sector entities that purchase assets.

#### *Measurement*

##### **Right-of-Use Asset and Lease Receivable**

- BC26. The IPSASB considered the measurement requirements of the right-of-use asset and the lease liability in IFRS 16 for lessee accounting. IFRS 16 requires the right-of-use asset and the lease liability to be initially measured at cost because IFRS 16 only deals with leases that are exchange



transactions. IFRS 16 does not provide guidance on how to account for leases that are non-exchange transactions (for example, concessionary leases).

- BC27. As quite often in the public sector there are leases that are concessionary leases, the IPSASB concluded that a cost model is not appropriate for these type of leases because applying IFRS 16 measurement requirements to concessionary leases will lead to an understatement of the right-of-use asset and a failure to recognize the subsidy from the lessor to the lessee in the financial statements of both the lessee and the lessor.
- BC28. Therefore, the IPSASB decided to require in this [draft] Standard to initially measure at cost the right-of-use asset and the lease receivable of leases that are exchange transactions and at fair value the right-of-use asset and the lease receivable of concessionary leases.
- BC29. This [draft] Standard also requires the lease receivable to be subsequently measured at amortized cost. This approach is consistent with the principles in:
- (a) IPSAS 29, *Financial Instruments: Recognition and Measurement* because the lease receivable is held within a management model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
  - (b) Exposure Draft 62, *Financial Instruments* because of the reason in the above sub-paragraph (a) and because the contractual terms of the lease receivable give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

#### Disclosures

- BC30. The IPSASB proposes disclosures for concessionary leases similar to disclosures for concessionary loans in IPSAS 30, *Financial Instruments: Disclosures* because of their similar economic nature.

#### Lessor Accounting

##### *IFRS 16 Risks and Rewards Incidental to Ownership Model*

- BC31. The IPSASB noted that IFRS 16 retained the risks and rewards incidental to ownership dual model that previously existed in IAS 17. The IPSASB also noted that with the introduction of the single right-of-use model in lessee accounting and the retention of the dual model in lessor accounting, there is a lack of symmetry in analyzing the economics of a lease from a conceptual point of view. This lack of symmetry in lease accounting leads to the following accounting situations:
- (a) If the lessor classifies the lease as a finance lease, the underlying asset is not recognized by the lessee nor by the lessor; and
  - (b) If the lessor classifies the lease as operating lease, the lease receivable is not recognized by the lessor, while the lessee always recognizes the lease liability.
- BC32. The IPSASB concluded that the situations identified in BC31(a) and BC31(b) would lead to assets not being recognized in the public sector when both lessee and lessor are public sector entities in the same lease contract.

- BC33. The IPSASB is of the view that a lease conveys the right to use an underlying asset for a period of time and does not transfer control of the underlying asset to an entity—such transactions are sales or purchases within the scope of other Standards (for example, IPSAS 9, *Revenue from Exchange Transactions* or IPSAS 17, *Property, Plant, and Equipment*).
- BC34. Therefore, the IPSASB concluded that the retention of the IFRS 16 lessor accounting model is not appropriate for public sector financial reporting for the following reasons:
- (a) It is inconsistent with *The Conceptual Framework for General Purpose Financial Reporting by Public Sector Entities* (the Conceptual Framework) because:
    - (i) The *Conceptual Framework* follows a control-based approach to recognizing and derecognizing assets; and
    - (ii) The underlying asset and the lease receivable meet the definition of an asset;
  - (b) It impairs the public sector financial reporting objectives of accountability and decision-making because by not recognizing in the statement of financial position the underlying asset that it controls:
    - (i) The public sector entity does not provide “information about the entity’s management of the resources entrusted to it for the delivery of services to constituents and others, and its compliance with legislation, regulation, or other authority that governs its service delivery and other operations;”<sup>2</sup> and
    - (ii) Users of the statement of financial position do not have information about the economic benefits embedded in the underlying asset from the cost, sale, re-lease or use of the underlying asset at the end of the lease term that would enable them to “make decisions about whether to provide resources to support the current and future activities of the government or other public sector entity;”<sup>3</sup>
  - (c) It is inconsistent with IPSAS 32, *Service Concession Arrangements: Grantor* because:
    - (i) IFRS 16 is not a symmetrical Standard like IPSAS 32 is with IFRIC 12, *Service Concession Arrangements*;
    - (ii) IFRS 16 applies a risks and rewards model to one party (lessor), while IPSAS 32 and IFRIC 12 apply a control model to both parties; and
    - (iii) IFRS 16 does not apply the same recognition criterion for the underlying asset and lease receivable, while in IPSAS 32 the grantor never derecognizes the underlying asset in the grant of a right to the operator model.
  - (d) It is inconsistent with IPSAS 29, *Financial Instruments: Recognition and Measurement* because:
    - (i) Leases are in, substance, financing transactions; and
    - (ii) The lease receivable meets the definition of a financial asset; and

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<sup>2</sup> Paragraph 2.8 of the *Conceptual Framework*

<sup>3</sup> Paragraph 2.9 of the *Conceptual Framework*

- (e) It is inconsistent with the right-of-use model for lessee accounting as explained in BC31.

BC35. As a consequence, the IPSASB decided to develop a single right-of-use model for lessor accounting specifically designed for public sector financial reporting.

*Right-of-Use Model for Lessors for Public Sector Financial Reporting*

BC36. The right-of-use model for lease accounting is based on the foundational principle that leases are the financing of the right to use an underlying asset. Based on this principle, the IPSASB considered two mutually exclusive approaches to the right-of-use model for lessor accounting, as follows:

- (a) In Approach 1, the lessor:
  - (i) Continues to recognize the underlying asset in its entirety in the statement of financial position;
  - (ii) Recognizes a lease receivable (representing the present value of future lease payments by the lessee) in the statement of financial position; and
  - (iii) Recognizes a credit entry in the statement of financial position that will be reduced subsequently over the lease term as revenue is recognized the statement of financial performance.
- (b) In Approach 2, the lessor:
  - (i) Derecognizes the portion ("slice") of the underlying asset from the statement of financial position that is transferred to the lessee;
  - (ii) Recognizes a residual asset in the statement of financial position (representing the rights retained in the underlying asset or the right to receive back the underlying asset);
  - (iii) Recognizes a lease receivable in the statement of financial position;
  - (iv) Recognizes immediately the credit entry (representing the present value of future lease payments by the lessee) in the statement of financial performance; and
  - (v) Recognizes immediately the lease expense (representing the cost of the portion of the underlying asset that is derecognized at the commencement of the lease) in the statement of financial performance.

BC37. The IPSASB concluded that Approach 1 provides the most consistent accounting treatment with IPSASB's literature, as follows:

- (a) It is consistent with the *Conceptual Framework* derecognition criteria where it refers to the removal of an item, not portions (rights) of an item;
- (b) It does not conflict with the principles in IPSAS 16, *Investment Property*, IPSAS 17 and IPSAS 32 that the underlying assets are recognized and derecognized in their entirety because assets are not recognized and derecognized as portions ("slices") of individually controlled rights;
- (c) It is consistent with a control-based approach to the recognition of assets because a lease does not transfer control of the underlying asset (see paragraph BC33); and

- (d) It is consistent with the grant of a right to the operator model in IPSAS 32, where a liability (unearned revenue) is initially recognized in the statement of financial position and revenue is recognized over time in the statement of financial performance.

BC38. The IPSASB also concluded that Approach 1:

- (a) Is consistent with lessee accounting at the type of asset level because the lessee controls the right-of-use asset, and the lessor controls the physical asset; and
- (b) Best meets the public interest as it provides the most understandable approach to lessor accounting because the unique economic substance of a physical asset will always be reflected in the lessor's financial statements.

BC39. In contrast, Approach 2 is not consistent with IPSASB's literature because:

- (a) It conflicts with the principles in IPSAS 16, IPSAS 17, and IPSAS 32 that the underlying asset is recognized/derecognized in its entirety;
- (b) It is inconsistent with a control-based approach to asset recognition and derecognition; and
- (c) It does not recognize the liability (unearned revenue) and revenue in a manner consistent with IPSAS 32.

BC40. Therefore, the IPSASB decided to adopt Approach 1 in this [draft] Standard.

#### *Recognition of the Lease Receivable*

BC41. The lessor has fulfilled its obligation to transfer the right to use that asset to the lessee when it makes the underlying asset available for use by the lessee. At this moment, the lessee controls the right of use. Therefore, the lessor has an unconditional right to receive lease payments (the lease receivable).

BC42. The IPSASB concluded that the lease receivable meets the definition of an asset because:

- (a) It is a resource—i.e., it is an item with service potential or the ability to generate economic benefits (typically cash from the lessee to the lessor);
- (b) It is presently controlled by the entity—for example, it can decide to sell or securitize the lease receivable; and
- (c) It arises from a past event—the commitment to the lease contract and the underlying asset being made available for use by the lessee.

#### *Recognition of the Liability (Unearned Revenue)*

BC43. The IPSASB decided that the reasons provided in IPSAS 32.BC29–BC39 for the accounting of the credit entry in the grant of a right to the operator model are also applicable to lessor accounting. As a consequence of this decision, the IPSASB agreed that revenue should be recognized in the statement of financial performance over the lease term and the credit entry should be initially recognized in the statement of financial position.

BC44. The IPSASB considered several options (liability, revenue or other obligation) for the label of the credit entry in lessor accounting. The IPSASB also considered the economic nature of the credit entry and the consistency of these labels with the Conceptual Framework and IPSAS 32.

- BC45. The IPSASB decided to label the credit entry in lessor accounting as liability (unearned revenue) because it is consistent with the credit entry in the grant of a right to the operator model in IPSAS 32.
- BC46. The IPSASB also decided that any possible inconsistency with this term and the Conceptual Framework should be dealt in a future IPSASB project to update IPSASs to the Conceptual Framework. This decision is also consistent with previous IPSASB decisions on measurement to retain the use of the term fair value in IPSAS 39, ED 62, *Financial Instruments*, and in this [draft] Standard because the IPSASB has an ongoing project on Measurement that will assess the measurement bases in all IPSASs according to the Conceptual Framework (see paragraph BC11).

*Measurement of the Lease Receivable*

- BC47. The IPSASB considered the measurement requirements of the lessee's lease liability in this [draft] Standard for the lessor's lease receivable. The IPSASB decided to adopt the same measurement requirements for the lessor's lease receivable in order to mirror the lessee's lease liability, to the extent possible.
- BC48. Additionally, the IPSASB also decided to require the derecognition and impairment requirements in IPSAS 29, *Financial Instruments: Recognition and Measurement* to be applied to the lease receivable in order to ensure consistent treatment with other financial assets.

*Measurement of the Liability*

- BC49. The IPSASB proposes to initially measure the liability (unearned revenue) at the initial value of the lease receivable in order to ensure the same entries as for the lease receivable in lessor's financial statements.
- BC50. The IPSASB also proposes to subsequently measure the liability according to the substance of the lease contract, consistent with IPSAS 32.

*Measurement of the Underlying Asset*

- BC51. In the context of lessor accounting (see paragraphs BC36–BC40), the IPSASB considered whether continuing to recognize the underlying asset in its entirety and recognizing the lease receivable would give rise to double-counting at both initial recognition and, for assets on fair value model, subsequent measurement.
- BC52. Double-counting in accounting is an error where a single transaction or event (economic phenomenon) is recognized or counted more than once.
- BC53. The IPSASB's literature<sup>4</sup> addresses the principle of avoiding double-counting as follows: assets and liabilities recognized in the financial statements should not be repeated or used for recognition and measurement of other assets.
- BC54. The IPSASB concluded that there is not double-counting for the following reasons:

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<sup>4</sup> For example, paragraph 59 of IPSAS 16, *Investment Property* and paragraph 56 of IPSAS 26, *Impairment of Cash-Generating Assets*.

- (a) Measurement at cost at initial recognition and subsequently—Historical cost is not a cash-flow-based measure because it results from a transaction price. A prospective purchaser is likely to assess future cash flows in determining whether to purchase an asset with the intention to lease it, but this does not make cost a cash-flow-based measure.
- (b) Subsequent measurement at fair value—There is a possibility of double-counting in special situations. This is acknowledged in IPSAS 16.59. The IPSASB considered whether to repeat the substance of IPSAS 16.59 in this [draft] Standard, but concluded that it was unnecessary as this [draft] Standard does not provide the primary requirements and guidance on the measurement of investment property.

BC55. This [draft] Standard requires a lessor to apply the requirements of IPSAS 16, IPSAS 17 and IPSAS 31 when measuring the underlying asset without the need for any additional guidance.

*Grossing up and offsetting*

BC56. The IPSASB also considered whether offsetting of the lease receivable and/or the leased asset with the liability (unearned revenue) should be required in lessor accounting.

BC57. According to paragraph 48 of IPSAS 1, *Presentation of Financial Statements*, “assets and liabilities, and revenue and expenses, shall not be offset unless required or permitted by an IPSAS.” This is because “Offsetting in the statement of financial performance or the statement of financial position, except when offsetting reflects the substance of the transaction or other event, detracts from the ability of users both (a) to understand the transactions, other events and conditions that have occurred, and (b) to assess the entity’s future cash flows.”<sup>5</sup>

BC58. The IPSASB concluded that there should not be any offsetting because the underlying asset has different economic nature compared to the liability (unearned revenue) as a result of two different transactions, as follows:

- (a) Different confirmatory values—the value of the underlying asset confirms the cost incurred to purchase it, and the value of the liability (unearned revenue) confirms the present value of future lease payments that the lessor will receive for granting the right to use the underlying asset.
- (b) Different predictive values—the value of the underlying asset helps to predict an “entity’s ability to respond to changing circumstances and anticipated future service delivery needs”, and the value of the liability (unearned revenue) helps to predict the amount of future lease payments (in present value terms) that the lessor will receive for granting the right to use the underlying asset.
- (c) The historical cost of the underlying asset can provide information on the amount that may be used as effective security for borrowings even when assets are being leased out, which is relevant to an assessment of financial capacity.

BC59. Furthermore, the part of the earnings potential of the leased asset that is leased out to the lessee over the lease term is balanced by the liability (unearned revenue) and therefore, there is no impact on net financial position.

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<sup>5</sup> IPSAS 1.49

BC60. The IPSASB concluded that the credit entry should not be offset against the underlying asset because the purchase of the underlying asset and the lease are two separate transactions. The part of the earnings potential of the leased asset that is leased out to the lessee over the lease term is balanced by the liability (unearned revenue) and therefore, there is no impact on net financial position.”

#### *Presentation and Disclosures*

BC61. The IPSASB is of the view that presentation and disclosures by the lessor should be consistent, to the extent possible, with presentation and disclosures by the lessee. Therefore, the IPSASB decided to provide presentation and disclosure requirements for lessors consistent with those for lessees.

BC62. Additionally, the IPSASB retains in this [draft] Standard the IFRS 16 disclosure objectives and requirements that are still applicable to the proposed right-of-use model in lessor accounting and proposes disclosures for concessionary leases similar to disclosures for concessionary loans in IPSAS 30, *Financial Instruments: Disclosures*.

#### *Manufacturer or Dealer Lessor*

BC63. The IPSASB considered the IFRS 16 requirements on manufacturer or dealer lessor. The IPSASB decided not to include these requirements in this [draft] Standard for the following reasons:

- (a) The lessor model proposed for this [draft] Standard is not based on risks and rewards; and
- (b) Manufacturer or dealer lessor is expected to be very rare in the public sector (commonly found in the private sector in the auto industry).

#### **Concessionary Leases**

BC64. The IPSASB considered the applicability of the accounting requirements for concessionary loans in IPSAS 29 to concessionary leases. As stated in paragraph BC36, the IPSASB is of the view that leases are financings of the right to use an underlying asset. As both concessionary loans and concessionary leases are financing transactions, the IPSASB decided to propose the same accounting for the subsidized component in concessionary leases as identified in paragraphs AG44 and AG47.

BC65. Additionally, as for lessors the subsidized component is recognized as expense in surplus or deficit at initial recognition, the IPSASB considered on how to account for the credit entry related to that same subsidized component:

- (a) As revenue at initial recognition; or
- (b) As liability (unearned revenue) to be added to the liability (unearned revenue) that resulted as the credit entry for the recognition of the lease receivable (debit).

BC66. The IPSASB decided that the credit entry related to the subsidized component should be recognized as a liability (unearned revenue) for the same reasons that the liability (unearned revenue) related to the lease receivable is recognized in lessor's statement of financial position (see paragraph AG59).

- BC67. The IPSASB noted that there is a mismatch between the timing of recognition of the expense and the revenue related to the subsidy granted by the lessor. Nevertheless, the IPSASB decided to propose the current accounting requirements for the subsidized component because:
- (a) Of its consistency with IPSASB's literature in IPSAS 29 for the recognition of the expense on day one; and
  - (b) The ongoing IPSASB's project on Revenue and Non-Exchange Expense will provide new guidance on how to account for revenue and non-exchange expenses from the transferor side that will be incorporated into this [draft] Standard, if necessary.
- BC68. In conclusion, until a new IPSAS on Revenue and Non-Exchange is approved by the IPSASB, preparers will apply the requirements in this [draft] Standard.
- BC69. Regarding the concessionary leases in the context of the recognition exemptions, the IPSASB is of the view that lease concessions should be recognized by the lessee/lessor as reductions of lease expense/lease revenue on a straight line basis over the lease term or another systematic basis for the following reasons:
- (a) The concessionary leases under recognition exemptions are no longer accounted as financings, but are accounted according to the previous guidance for operating leases;
  - (b) Proposed accounting for the subsidized component is consistent with the operating leases under IPSAS 13, *Leases*, from which the accounting requirements for the recognition exemptions are based; and
  - (c) Cost-benefit reasons in applying the requirements of this [draft] Standard as separate accounting of the subsidized component outweighs its benefits in the same way as for the requirements in lease accounting.

### **Sale and Leaseback Transactions**

- BC70. The IPSASB considered the requirement in IFRS 16 that determining whether the transfer of an asset is accounted for as a sale of that asset is dependent on whether a performance obligation is satisfied in accordance with IFRS 15.
- BC71. The IPSASB is of the view that a sale entered into as part of a sale and leaseback transaction should be accounted in the same way as other sales of goods. However, currently the IPSASB does not have an IPSAS primarily drawn from IFRS 15. IPSAS 9, *Revenue from Exchange Transactions* follows a risks and rewards of ownership approach to the recognition of revenue from the sale of goods, rather than the control-based approach in IFRS 15.
- BC72. The IPSASB considers that a new IPSAS on Leases should have a similar requirement to IFRS 16, adapted to reflect public sector issues. Therefore, the IPSASB decided that, until a new IPSAS on revenue is published, sales entered into as part of a sale and leaseback transaction should follow the requirements in IPSAS 9 for other sales of goods. The IPSASB has made public a preliminary view that an IPSAS, primarily drawn from IFRS 15 should replace IPSAS 9 and IPSAS 11, *Construction Contracts*.



*Sale and Leaseback Transaction at Below Market Terms*

- BC73. The IPSASB considered whether a leaseback transaction at below market terms should apply the requirements in IFRS 16.101(a) or the requirements to account for the subsidy component in concessionary leases.
- BC74. The IPSASB decided to account for the subsidized component of a leaseback transaction at below market terms in the same way as the subsidy component in a concessionary lease in order to ensure a consistent treatment and, in this way, to meet the public sector financial reporting objectives of accountability and decision-making.
- BC75. The IPSASB also acknowledged the sale and leaseback transactions where there is a subsidy from the seller-lessee to the buyer-lessor (if the fair value of the asset is higher than the fair value of the consideration) and vice-versa (If the payments for the lease are below the market rates). As in this situation further analysis is needed on the specific case, the IPSASB decided that professional judgement should be used on the accounting for the subsidized component.

## Illustrative Examples

*These examples accompany, but are not part of, [draft] IPSAS [X] (ED 64)*

- IE1. These examples portray hypothetical situations illustrating how an entity might apply some of the requirements in ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to particular aspects of a lease (or other contracts) on the basis of the limited facts presented. The analysis in each example is not intended to represent the only manner in which the requirements could be applied, nor are the examples intended to apply only to the specific industry operation illustrated. Although some aspects of the examples may be present in actual fact patterns, all relevant facts and circumstances of a particular fact pattern would need to be evaluated when applying ~~IFRS 16~~ [draft] IPSAS [X] (ED 64).

### Identifying a Lease (see paragraphs 15–17 and AG10–AG31)

- IE2. The following examples illustrate how an entity determines whether a contract is, or contains, a lease.

#### *Example 1–Rail Cars*

*Example 1A: a contract between Customer and a freight carrier (Supplier) provides Customer with the use of 10 rail cars of a particular type for five years. The contract specifies the rail cars; the cars are owned by Supplier. Customer determines when, where and which goods are to be transported using the cars. When the cars are not in use, they are kept at Customer's premises. Customer can use the cars for another purpose (for example, storage) if it so chooses. However, the contract specifies that Customer cannot transport particular types of cargo (for example, explosives). If a particular car needs to be serviced or repaired, Supplier is required to substitute a car of the same type. Otherwise, and other than on default by Customer, Supplier cannot retrieve the cars during the five-year period.*

*The contract also requires Supplier to provide an engine and a driver when requested by Customer. Supplier keeps the engines at its premises and provides instructions to the driver detailing Customer's requests to transport goods. Supplier can choose to use any one of a number of engines to fulfil each of Customer's requests, and one engine could be used to transport not only Customer's goods, but also the goods of other customers (i.e., if other customers require the transportation of goods to destinations close to the destination requested by Customer and within a similar timeframe, Supplier can choose to attach up to 100 rail cars to the engine).*

The contract contains leases of rail cars. Customer has the right to use 10 rail cars for five years.

There are 10 identified cars. The cars are explicitly specified in the contract. Once delivered to Customer, the cars can be substituted only when they need to be serviced or repaired (see paragraph AG19). The engine used to transport the rail cars is not an identified asset because it is neither explicitly specified nor implicitly specified in the contract.

Customer has the right to control the use of the 10 rail cars throughout the five-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the cars over the five-year period of use. Customer has exclusive use of the cars throughout the period of use, including when they are not being used to transport Customer's goods.

- (b) Customer has the right to direct the use of the cars because the conditions in paragraph AG25(a) exist. The contractual restrictions on the cargo that can be transported by the cars are protective rights of Supplier and define the scope of Customer's right to use the cars. Within the scope of its right of use defined in the contract, Customer makes the relevant decisions about how and for what purpose the cars are used by being able to decide when and where the rail cars will be used and which goods are transported using the cars. Customer also determines whether and how the cars will be used when not being used to transport its goods (for example, whether and when they will be used for storage). Customer has the right to change these decisions during the five-year period of use.

Although having an engine and driver (controlled by Supplier) to transport the rail cars is essential to the efficient use of the cars, Supplier's decisions in this regard do not give it the right to direct how and for what purpose the rail cars are used. Consequently, Supplier does not control the use of the cars during the period of use.

*Example 1B: the contract between Customer and Supplier requires Supplier to transport a specified quantity of goods by using a specified type of rail car in accordance with a stated timetable for a period of five years. The timetable and quantity of goods specified are equivalent to Customer having the use of 10 rail cars for five years. Supplier provides the rail cars, driver and engine as part of the contract. The contract states the nature and quantity of the goods to be transported (and the type of rail car to be used to transport the goods). Supplier has a large pool of similar cars that can be used to fulfil the requirements of the contract. Similarly, Supplier can choose to use any one of a number of engines to fulfil each of Customer's requests, and one engine could be used to transport not only Customer's goods, but also the goods of other customers. The cars and engines are stored at Supplier's premises when not being used to transport goods.*

The contract does not contain a lease of rail cars or of an engine.

The rail cars and the engines used to transport Customer's goods are not identified assets. Supplier has the substantive right to substitute the rail cars and engine because:

- (a) Supplier has the practical ability to substitute each car and the engine throughout the period of use (see paragraph AG15(a)). Alternative cars and engines are readily available to Supplier and Supplier can substitute each car and the engine without Customer's approval.
- (b) Supplier would benefit economically from substituting each car and the engine (see paragraph AG15(b)). There would be minimal, if any, cost associated with substituting each car or the engine because the cars and engines are stored at Supplier's premises and Supplier has a large pool of similar cars and engines. Supplier benefits from substituting each car or the engine in contracts of this nature because substitution allows Supplier to, for example, (i) use cars or an engine to fulfil a task for which the cars or engine are already positioned to perform (for example, a task at a rail yard close to the point of origin) or (ii) use cars or an engine that would otherwise be sitting idle because they are not being used by a customer.

Accordingly, Customer does not direct the use, nor have the right to obtain substantially all of the economic benefits from use, of an identified car or an engine. Supplier directs the use of the rail cars and engine by selecting which cars and engine are used for each particular delivery and

obtains substantially all of the economic benefits from use of the rail cars and engine. Supplier is only providing freight capacity.

#### *Example 2–Concession Space*

*A coffee company (Customer) enters into a contract with an airport operator (Supplier) to use a space in the airport to sell its goods for a three-year period. The contract states the amount of space and that the space may be located at any one of several boarding areas within the airport. Supplier has the right to change the location of the space allocated to Customer at any time during the period of use. There are minimal costs to Supplier associated with changing the space for the Customer: Customer uses a kiosk (that it owns) that can be moved easily to sell its goods. There are many areas in the airport that are available and that would meet the specifications for the space in the contract.*

The contract does not contain a lease.

Although the amount of space Customer uses is specified in the contract, there is no identified asset. Customer controls its owned kiosk. However, the contract is for space in the airport, and this space can change at the discretion of Supplier. Supplier has the substantive right to substitute the space Customer uses because:

- (a) Supplier has the practical ability to change the space used by Customer throughout the period of use (see paragraph AG15(a)). There are many areas in the airport that meet the specifications for the space in the contract, and Supplier has the right to change the location of the space to other space that meets the specifications at any time without Customer's approval.
- (b) Supplier would benefit economically from substituting the space (see paragraph AG15(b)). There would be minimal cost associated with changing the space used by Customer because the kiosk can be moved easily. Supplier benefits from substituting the space in the airport because substitution allows Supplier to make the most effective use of the space at boarding areas in the airport to meet changing circumstances.

#### *Example 3–Fibre-Optic Cable*

*Example 3A: Customer enters into a 15-year contract with a utilities company (Supplier) for the right to use three specified, physically distinct dark fibres within a larger cable connecting Hong Kong to Tokyo. Customer makes the decisions about the use of the fibres by connecting each end of the fibres to its electronic equipment (i.e., Customer 'lights' the fibres and decides what data, and how much data, those fibres will transport). If the fibres are damaged, Supplier is responsible for the repairs and maintenance. Supplier owns extra fibres, but can substitute those for Customer's fibres only for reasons of repairs, maintenance or malfunction (and is obliged to substitute the fibres in these cases).*

The contract contains a lease of dark fibres. Customer has the right to use the three dark fibres for 15 years.

There are three identified fibres. The fibres are explicitly specified in the contract and are physically distinct from other fibres within the cable. Supplier cannot substitute the fibres other than for reasons of repairs, maintenance or malfunction (see paragraph AG19).

Customer has the right to control the use of the fibres throughout the 15-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the fibres over the 15-year period of use. Customer has exclusive use of the fibres throughout the period of use.
- (b) Customer has the right to direct the use of the fibres because the conditions in paragraph AG25(a) exist. Customer makes the relevant decisions about how and for what purpose the fibres are used by deciding (i) when and whether to light the fibres and (ii) when and how much output the fibres will produce (i.e., what data, and how much data, those fibres will transport). Customer has the right to change these decisions during the 15-year period of use.

Although Supplier's decisions about repairing and maintaining the fibres are essential to their efficient use, those decisions do not give Supplier the right to direct how and for what purpose the fibres are used. Consequently, Supplier does not control the use of the fibres during the period of use.

*Example 3B: Customer enters into a 15-year contract with Supplier for the right to use a specified amount of capacity within a cable connecting Hong Kong to Tokyo. The specified amount is equivalent to Customer having the use of the full capacity of three fibre strands within the cable (the cable contains 15 fibres with similar capacities). Supplier makes decisions about the transmission of data (i.e., Supplier lights the fibres, makes decisions about which fibres are used to transmit Customer's traffic and makes decisions about the electronic equipment that Supplier owns and connects to the fibres).*

The contract does not contain a lease.

Supplier makes all decisions about the transmission of its customers' data, which requires the use of only a portion of the capacity of the cable for each customer. The capacity portion that will be provided to Customer is not physically distinct from the remaining capacity of the cable and does not represent substantially all of the capacity of the cable (see paragraph AG21). Consequently, Customer does not have the right to use an identified asset.

#### *Example 4–~~Retail Office Unit~~*

*Customer enters into a contract with a property owner (Supplier) to use ~~Retail Office Unit A~~ for a five-year period. ~~Retail Office Unit A~~ is part of a larger ~~retail office~~ space with many ~~retail office~~ units.*

*Customer is granted the right to use ~~Retail Office Unit A~~. Supplier can require Customer to relocate to another ~~retail office~~ unit. In that case, Supplier is required to provide Customer with an ~~retail office~~ unit of similar quality and specifications to ~~Retail Office Unit A~~ and to pay for Customer's relocation costs. Supplier would benefit economically from relocating Customer only if a major new tenant were to decide to occupy a large amount of ~~retail office~~ space at a rate sufficiently favorable to cover the costs of relocating Customer and other tenants in the ~~retail office~~ space. However, although it is possible that those circumstances will arise, at inception of the contract, it is not likely that those circumstances will arise.*

*The contract requires Customer to use ~~Retail Office Unit A~~ to operate its well-known store brand to sell its goods during the hours that the larger ~~retail office~~ space is open. Customer makes all of the decisions about the use of the ~~retail office~~ unit during the period of use. For example, Customer*

*decides on the mix of goods sold from the unit, the pricing of the goods sold and the quantities of inventory held. Customer also controls physical access to the unit throughout the five-year period of use.*

*The contract requires Customer to make fixed payments to Supplier, as well as variable payments that are a percentage of sales from ~~Retail Office~~ Unit A.*

*Supplier provides cleaning and security services, as well as advertising services, as part of the contract.*

The contract contains a lease of ~~retail office~~ space. Customer has the right to use ~~Retail Office~~ Unit A for five years.

~~Retail Office~~ Unit A is an identified asset. It is explicitly specified in the contract. Supplier has the practical ability to substitute the ~~retail office~~ unit, but could benefit economically from substitution only in specific circumstances. Supplier's substitution right is not substantive because, at inception of the contract, those circumstances are not considered likely to arise (see paragraph AG17).

Customer has the right to control the use of ~~Retail Office~~ Unit A throughout the five-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of ~~Retail Office~~ Unit A over the five-year period of use. Customer has exclusive use of ~~Retail Office~~ Unit A throughout the period of use. Although a portion of the cash flows derived from sales from ~~Retail Office~~ Unit A will flow from Customer to Supplier, this represents consideration that Customer pays Supplier for the right to use the ~~retail office~~ unit. It does not prevent Customer from having the right to obtain substantially all of the economic benefits from use of ~~Retail Office~~ Unit A.
- (b) Customer has the right to direct the use of ~~Retail Office~~ Unit A because the conditions in paragraph AG25(a) exist. The contractual restrictions on the goods that can be sold from ~~Retail Office~~ Unit A, and when ~~Retail Office~~ Unit A is open, define the scope of Customer's right to use ~~Retail Office~~ Unit A. Within the scope of its right of use defined in the contract, Customer makes the relevant decisions about how and for what purpose ~~Retail Office~~ Unit A is used by being able to decide, for example, the mix of products that will be sold in the ~~retail office~~ unit and the sale price for those products. Customer has the right to change these decisions during the five-year period of use.

Although cleaning, security, and advertising services are essential to the efficient use of ~~Retail Office~~ Unit A, Supplier's decisions in this regard do not give it the right to direct how and for what purpose ~~Retail Office~~ Unit A is used. Consequently, Supplier does not control the use of ~~Retail Office~~ Unit A during the period of use and Supplier's decisions do not affect Customer's control of the use of ~~Retail Office~~ Unit A.

#### *Example 5–Truck Rental*

*Customer enters into a contract with Supplier for the use of a truck for one week to transport cargo from New York to San Francisco. Supplier does not have substitution rights. Only cargo specified in the contract is permitted to be transported on this truck for the period of the contract. The contract specifies a maximum distance that the truck can be driven. Customer is able to choose the details*

*of the journey (speed, route, rest stops, etc.) within the parameters of the contract. Customer does not have the right to continue using the truck after the specified trip is complete.*

*The cargo to be transported, and the timing and location of pick-up in New York and delivery in San Francisco, are specified in the contract.*

*Customer is responsible for driving the truck from New York to San Francisco.*

The contract contains a lease of a truck. Customer has the right to use the truck for the duration of the specified trip.

There is an identified asset. The truck is explicitly specified in the contract, and Supplier does not have the right to substitute the truck.

Customer has the right to control the use of the truck throughout the period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the truck over the period of use. Customer has exclusive use of the truck throughout the period of use.
- (b) Customer has the right to direct the use of the truck because the conditions in AG25(b)(i) exist. How and for what purpose the truck will be used (i.e., the transportation of specified cargo from New York to San Francisco within a specified timeframe) is predetermined in the contract. Customer directs the use of the truck because it has the right to operate the truck (for example, speed, route, rest stops) throughout the period of use. Customer makes all of the decisions about the use of the truck that can be made during the period of use through its control of the operations of the truck.

Because the duration of the contract is one week, this lease meets the definition of a short-term lease.

#### *Example 6–Ship*

*Example 6A: Customer enters into a contract with a ship owner (Supplier) for the transportation of cargo from Rotterdam to Sydney on a specified ship. The ship is explicitly specified in the contract and Supplier does not have substitution rights. The cargo will occupy substantially all of the capacity of the ship. The contract specifies the cargo to be transported on the ship and the dates of pickup and delivery.*

*Supplier operates and maintains the ship and is responsible for the safe passage of the cargo on board the ship. Customer is prohibited from hiring another operator for the ship or operating the ship itself during the term of the contract.*

The contract does not contain a lease.

There is an identified asset. The ship is explicitly specified in the contract and Supplier does not have the right to substitute that specified ship.

Customer has the right to obtain substantially all of the economic benefits from use of the ship over the period of use. Its cargo will occupy substantially all of the capacity of the ship, thereby preventing other parties from obtaining economic benefits from use of the ship.

However, Customer does not have the right to control the use of the ship because it does not have the right to direct its use. Customer does not have the right to direct how and for what purpose the

ship is used. How and for what purpose the ship will be used (i.e., the transportation of specified cargo from Rotterdam to Sydney within a specified timeframe) is predetermined in the contract. Customer has no right to change how and for what purpose the ship is used during the period of use. Customer has no other decision-making rights about the use of the ship during the period of use (for example, it does not have the right to operate the ship) and did not design the ship. Customer has the same rights regarding the use of the ship as if it were one of many customers transporting cargo on the ship.

*Example 6B: Customer enters into a contract with Supplier for the use of a specified ship for a five-year period. The ship is explicitly specified in the contract and Supplier does not have substitution rights.*

*Customer decides what cargo will be transported, and whether, when and to which ports the ship will sail, throughout the five-year period of use, subject to restrictions specified in the contract. Those restrictions prevent Customer from sailing the ship into waters at a high risk of piracy or carrying hazardous materials as cargo.*

*Supplier operates and maintains the ship and is responsible for the safe passage of the cargo on board the ship. Customer is prohibited from hiring another operator for the ship of the contract or operating the ship itself during the term of the contract.*

The contract contains a lease. Customer has the right to use the ship for five years.

There is an identified asset. The ship is explicitly specified in the contract, and Supplier does not have the right to substitute that specified ship.

Customer has the right to control the use of the ship throughout the five-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the ship over the five-year period of use. Customer has exclusive use of the ship throughout the period of use.
- (b) Customer has the right to direct the use of the ship because the conditions in paragraph AG25(a) exist. The contractual restrictions about where the ship can sail and the cargo to be transported by the ship define the scope of Customer's right to use the ship. They are protective rights that protect Supplier's investment in the ship and Supplier's personnel. Within the scope of its right of use, Customer makes the relevant decisions about how and for what purpose the ship is used throughout the five-year period of use because it decides whether, where and when the ship sails, as well as the cargo it will transport. Customer has the right to change these decisions throughout the five-year period of use.

Although the operation and maintenance of the ship are essential to its efficient use, Supplier's decisions in this regard do not give it the right to direct how and for what purpose the ship is used. Instead, Supplier's decisions are dependent upon Customer's decisions about how and for what purpose the ship is used.

#### *Example 7–Aircraft*

*Customer enters into a contract with an aircraft owner (Supplier) for the use of an explicitly specified aircraft for a two-year period. The contract details the interior and exterior specifications for the aircraft.*



*There are contractual and legal restrictions in the contract on where the aircraft can fly. Subject to those restrictions, Customer determines where and when the aircraft will fly, and which passengers and cargo will be transported on the aircraft. Supplier is responsible for operating the aircraft, using its own crew. Customer is prohibited from hiring another operator for the aircraft or operating the aircraft itself during the term of the contract.*

*Supplier is permitted to substitute the aircraft at any time during the two-year period and must substitute the aircraft if it is not working. Any substitute aircraft must meet the interior and exterior specifications in the contract. There are significant costs involved in outfitting an aircraft in Supplier's fleet to meet Customer's specifications.*

The contract contains a lease. Customer has the right to use the aircraft for two years.

There is an identified asset. The aircraft is explicitly specified in the contract and, although Supplier can substitute the aircraft, its substitution right is not substantive because the conditions in paragraph AG15(b) do not exist. Supplier's substitution right is not substantive because of the significant costs involved in outfitting another aircraft to meet the specifications required by the contract such that Supplier is not expected to benefit economically from substituting the aircraft.

Customer has the right to control the use of the aircraft throughout the two-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the aircraft over the two-year period of use. Customer has exclusive use of the aircraft throughout the period of use.
- (b) Customer has the right to direct the use of the aircraft because the conditions in paragraph AG25(a) exist. The restrictions on where the aircraft can fly define the scope of Customer's right to use the aircraft. Within the scope of its right of use, Customer makes the relevant decisions about how and for what purpose the aircraft is used throughout the two-year period of use because it decides whether, where and when the aircraft travels as well as the passengers and cargo it will transport. Customer has the right to change these decisions throughout the two-year period of use.

Although the operation of the aircraft is essential to its efficient use, Supplier's decisions in this regard do not give it the right to direct how and for what purpose the aircraft is used. Consequently, Supplier does not control the use of the aircraft during the period of use and Supplier's decisions do not affect Customer's control of the use of the aircraft.

#### *Example 8—Contract for Shirts*

*Customer enters into a contract with a manufacturer (Supplier) to purchase a particular type, quality and quantity of shirts for a three-year period. The type, quality and quantity of shirts are specified in the contract.*

*Supplier has only one factory that can meet the needs of Customer. Supplier is unable to supply the shirts from another factory or source the shirts from a third party supplier. The capacity of the factory exceeds the output for which Customer has contracted (i.e., Customer has not contracted for substantially all of the capacity of the factory).*

*Supplier makes all decisions about the operations of the factory, including the production level at which to run the factory and which customer contracts to fulfil with the output of the factory that is not used to fulfil Customer's contract.*

The contract does not contain a lease.

The factory is an identified asset. The factory is implicitly specified because Supplier can fulfil the contract only through the use of this asset.

Customer does not control the use of the factory because it does not have the right to obtain substantially all of the economic benefits from use of the factory. This is because Supplier could decide to use the factory to fulfil other customer contracts during the period of use.

Customer also does not control the use of the factory because it does not have the right to direct the use of the factory. Customer does not have the right to direct how and for what purpose the factory is used during the three-year period of use. Customer's rights are limited to specifying output from the factory in the contract with Supplier. Customer has the same rights regarding the use of the factory as other customers purchasing shirts from the factory. Supplier has the right to direct the use of the factory because Supplier can decide how and for what purpose the factory is used (i.e., Supplier has the right to decide the production level at which to run the factory and which customer contracts to fulfil with the output produced).

Either the fact that Customer does not have the right to obtain substantially all of the economic benefits from use of the factory, or that Customer does not have the right to direct the use of the factory, would be sufficient in isolation to conclude that Customer does not control the use of the factory.

#### *Example 9—Contract for Energy/Power*

*Example 9A: a utility company (Customer) enters into a contract with a power company (Supplier) to purchase all of the electricity produced by a new solar farm for 20 years. The solar farm is explicitly specified in the contract and Supplier has no substitution rights. The solar farm is owned by Supplier and the energy cannot be provided to Customer from another asset. Customer designed the solar farm before it was constructed—Customer hired experts in solar energy to assist in determining the location of the farm and the engineering of the equipment to be used. Supplier is responsible for building the solar farm to Customer's specifications, and then operating and maintaining it. There are no decisions to be made about whether, when or how much electricity will be produced because the design of the asset has predetermined those decisions. Supplier will receive tax credits relating to the construction and ownership of the solar farm, while Customer receives renewable energy credits that accrue from use of the solar farm.*

The contract contains a lease. Customer has the right to use the solar farm for 20 years.

There is an identified asset because the solar farm is explicitly specified in the contract, and Supplier does not have the right to substitute the specified solar farm.

Customer has the right to control the use of the solar farm throughout the 20-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the solar farm over the 20-year period of use. Customer has exclusive use of the solar farm; it takes all of the electricity produced by the farm over the 20-year period of use as well as the

renewable energy credits that are a by-product from use of the solar farm. Although Supplier will receive economic benefits from the solar farm in the form of tax credits, those economic benefits relate to the ownership of the solar farm rather than the use of the solar farm and, thus, are not considered in this assessment.

- (b) Customer has the right to direct the use of the solar farm because the conditions in paragraph AG25(b)(ii) exist. Neither Customer, nor Supplier, decides how and for what purpose the solar farm is used during the period of use because those decisions are predetermined by the design of the asset (i.e., the design of the solar farm has, in effect, programmed into the asset any relevant decision-making rights about how and for what purpose the solar farm is used throughout the period of use). Customer does not operate the solar farm; Supplier makes the decisions about the operation of the solar farm. However, Customer's design of the solar farm has given it the right to direct the use of the farm. Because the design of the solar farm has predetermined how and for what purpose the asset will be used throughout the period of use, Customer's control over that design is substantively no different from Customer controlling those decisions.

*Example 9B: Customer enters into a contract with Supplier to purchase all of the power produced by an explicitly specified power plant for three years. The power plant is owned and operated by Supplier. Supplier is unable to provide power to Customer from another plant. The contract sets out the quantity and timing of power that the power plant will produce throughout the period of use, which cannot be changed in the absence of extraordinary circumstances (for example, emergency situations). Supplier operates and maintains the plant on a daily basis in accordance with industry-approved operating practices. Supplier designed the power plant when it was constructed some years before entering into the contract with Customer—Customer had no involvement in that design.*

The contract does not contain a lease.

There is an identified asset because the power plant is explicitly specified in the contract, and Supplier does not have the right to substitute the specified plant.

Customer has the right to obtain substantially all of the economic benefits from use of the identified power plant over the three-year period of use. Customer will take all of the power produced by the power plant over the three-year period of use.

However, Customer does not have the right to control the use of the power plant because it does not have the right to direct its use. Customer does not have the right to direct how and for what purpose the plant is used. How and for what purpose the plant is used (i.e., whether, when and how much power the plant will produce) is predetermined in the contract. Customer has no right to change how and for what purpose the plant is used during the period of use. Customer has no other decision-making rights about the use of the power plant during the period of use (for example, it does not operate the power plant) and did not design the plant. Supplier is the only party that can make decisions about the plant during the period of use by making the decisions about how the plant is operated and maintained. Customer has the same rights regarding the use of the plant as if it were one of many customers obtaining power from the plant.

*Example 9C: Customer enters into a contract with Supplier to purchase all of the power produced by an explicitly specified power plant for 10 years. The contract states that Customer has rights to all of the power produced by the plant (i.e., Supplier cannot use the plant to fulfil other contracts).*

*Customer issues instructions to Supplier about the quantity and timing of the delivery of power. If the plant is not producing power for Customer, it does not operate.*

*Supplier operates and maintains the plant on a daily basis in accordance with industry-approved operating practices.*

The contract contains a lease. Customer has the right to use the power plant for 10 years.

There is an identified asset. The power plant is explicitly specified in the contract and Supplier does not have the right to substitute the specified plant.

Customer has the right to control the use of the power plant throughout the 10-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the power plant over the 10-year period of use. Customer has exclusive use of the power plant; it has rights to all of the power produced by the power plant throughout the 10-year period of use.
- (b) Customer has the right to direct the use of the power plant because the conditions in paragraph AG25(a) exist. Customer makes the relevant decisions about how and for what purpose the power plant is used because it has the right to determine whether, when and how much power the plant will produce (i.e., the timing and quantity, if any, of power produced) throughout the period of use. Because Supplier is prevented from using the power plant for another purpose, Customer's decision-making about the timing and quantity of power produced, in effect, determines when, and whether, the plant produces output.

Although the operation and maintenance of the power plant are essential to its efficient use, Supplier's decisions in this regard do not give it the right to direct how and for what purpose the power plant is used. Consequently, Supplier does not control the use of the power plant during the period of use. Instead, Supplier's decisions are dependent upon Customer's decisions about how and for what purpose the power plant is used.

#### *Example 10—Contract for Network Services*

*Example 10A: Customer enters into a contract with a telecommunications company (Supplier) for network services for two years. The contract requires Supplier to supply network services that meet a specified quality level. In order to provide the services, Supplier installs and configures servers at Customer's premises—Supplier determines the speed and quality of data transportation in the network using the servers. Supplier can reconfigure or replace the servers when needed to continuously provide the quality of network services defined in the contract. Customer does not operate the servers or make any significant decisions about their use.*

The contract does not contain a lease. Instead, the contract is a service contract in which Supplier uses the equipment to meet the level of network services determined by Customer.

There is no need to assess whether the servers installed at Customer's premises are identified assets. This assessment would not change the analysis of whether the contract contains a lease because Customer does not have the right to control the use of the servers.

Customer does not control the use of the servers because Customer's only decision-making rights relate to deciding upon the level of network services (the output of the servers) before the period of use—the level of network services cannot be changed during the period of use without modifying the contract. For example, even though Customer produces the data to be transported, that activity does not directly affect the configuration of the network services and, thus, it does not affect how and for what purpose the servers are used.

Supplier is the only party that can make relevant decisions about the use of the servers during the period of use. Supplier has the right to decide how data is transported using the servers, whether to reconfigure the servers and whether to use the servers for another purpose. Accordingly, Supplier controls the use of the servers in providing network services to Customer.

*Example 10B: Customer enters into a contract with an information technology company (Supplier) for the use of an identified server for three years. Supplier delivers and installs the server at Customer's premises in accordance with Customer's instructions, and provides repair and maintenance services for the server, as needed, throughout the period of use. Supplier substitutes the server only in the case of malfunction. Customer decides which data to store on the server and how to integrate the server within its operations. Customer can change its decisions in this regard throughout the period of use.*

The contract contains a lease. Customer has the right to use the server for three years.

There is an identified asset. The server is explicitly specified in the contract. Supplier can substitute the server only if it is malfunctioning (see paragraph AG19).

Customer has the right to control the use of the server throughout the three-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the server over the three-year period of use. Customer has exclusive use of the server throughout the period of use.
- (b) Customer has the right to direct the use of the server (because the conditions in paragraph AG25(a) exist). Customer makes the relevant decisions about how and for what purpose the server is used because it has the right to decide which aspect of its operations the server is used to support and which data it stores on the server. Customer is the only party that can make decisions about the use of the server during the period of use.

### **Leases of Low-Value Assets and Portfolio Application (see paragraphs 6–7, AG1 and AG4–AG9)**

IE3. The following example illustrates how a lessee might (a) apply paragraphs AG4–AG9 of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to leases of low-value assets; and (b) determine portfolios of leases to which it would apply the requirements in ~~IFRS 16~~ [draft] IPSAS [X] (ED 64).

#### *Example 11— Leases of Low-Value Assets and Portfolio Application*

~~A lessee in the pharmaceutical manufacturing and distribution industry~~ public sector entity (Lessee) with offices in each province/state of the country has the following leases:

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- (a) *Leases of real estate (both office buildings and warehouses).*
- (b) *Leases of ~~manufacturing~~ equipment.*
- (c) *Leases of ~~company~~ cars, both for sales personnel and senior management and of varying quality, specification and value.*
- (d) *Leases of trucks and vans used for delivery purposes, of varying size and value.*
- (e) *Leases of IT equipment for use by individual employees (such as laptop computers, desktop computers, hand held computer devices, desktop printers and mobile phones).*
- (f) *Leases of servers, including many individual modules that increase the storage capacity of those servers. The modules have been added to the mainframe servers over time as Lessee has needed to increase the storage capacity of the servers.*
- (g) *Leases of office equipment:*
  - (i) *Office furniture (such as chairs, desks and office partitions);*
  - (ii) *Water dispensers; and*
  - (iii) *High-capacity multifunction photocopier devices.*

Leases of low-value assets

Lessee determines that the following leases qualify as leases of low-value assets on the basis that the underlying assets, when new, are individually of low value:

- (a) Leases of IT equipment for use by individual employees; and
- (b) Leases of office furniture and water dispensers.

Lessee elects to apply the requirements in paragraph 7 of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) in accounting for all of those leases.

Although each module within the servers, if considered individually, might be an asset of low value, the leases of modules within the servers do not qualify as leases of low-value assets. This is because each module is highly interrelated with other parts of the servers. Lessee would not lease the modules without also leasing the servers.

Portfolio application

As a result, Lessee applies the recognition and measurement requirements in ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to its leases of real estate, ~~manufacturing~~ equipment, ~~company~~ cars, trucks and vans, servers and high-capacity multifunction photocopier devices. In doing so, Lessee groups its company cars, trucks and vans into portfolios.

Lessee's ~~company~~ cars are leased under a series of master lease agreements. Lessee uses eight different types of ~~company~~ car, which vary by price and are assigned to staff on the basis of seniority and territory. Lessee has a master lease agreement for each different type of ~~company~~ car. The individual leases within each master lease agreement are all similar (including similar start and end dates), but the terms and conditions generally vary from one master lease agreement to another. Because the individual leases within each master lease agreement are similar to each other, Lessee reasonably expects that applying the requirements of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to each master lease agreement would not result in a materially different effect than applying the

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requirements of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to each individual lease within the master lease agreement. Consequently, Lessee concludes that it can apply the requirements of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to each master lease agreement as a portfolio. In addition, Lessee concludes that two of the eight master lease agreements are similar and cover substantially similar types of ~~company~~ cars in similar territories. Lessee reasonably expects that the effect of applying ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to the combined portfolio of leases within the two master lease agreements would not differ materially from applying ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to each lease within that combined portfolio. Lessee, therefore, concludes that it can further combine those two master lease agreements into a single lease portfolio.

Lessee's trucks and vans are leased under individual lease agreements. There are 6,500 leases in total. All of the truck leases have similar terms, as do all of the van leases. The truck leases are generally for four years and involve similar models of truck. The van leases are generally for five years and involve similar models of van. Lessee reasonably expects that applying the requirements of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to portfolios of truck leases and van leases, grouped by type of underlying asset, territory and the quarter of the year within which the lease was entered into, would not result in a materially different effect from applying those requirements to each individual truck or van lease. Consequently, Lessee applies the requirements of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to different portfolios of truck and van leases, rather than to 6,500 individual leases.

#### **Allocating Consideration to Components of a Contract (see paragraphs 18–22 and AG33–AG34)**

IE4. The following example illustrates the allocation of consideration in a contract to lease and non-lease components by a lessee.

##### *Example 12–Lessee Allocation of Consideration to Lease and Non-Lease Components of a Contract*

*Lessor leases a ~~bulldozer~~ server, a ~~truck~~ desktop computer and a ~~long-reach excavator~~ computed tomography machine to Lessee to be used in Lessee's ~~mining~~ hospital operations for four years. Lessor also agrees to maintain each item of equipment throughout the lease term. The total consideration in the contract is CU600,000<sup>(a)</sup>, payable in annual instalments of CU150,000, and a variable amount that depends on the hours of work performed in maintaining the ~~long-reach excavator~~ computed tomography machine. The variable payment is capped at 2 per cent of the replacement cost of the ~~long-reach excavator~~ computed tomography machine. The consideration includes the cost of maintenance services for each item of equipment.*

Lessee accounts for the non-lease components (maintenance services) separately from each lease of equipment applying paragraph 18 of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64). Lessee does not elect the practical expedient in paragraph 21 of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64). Lessee considers the requirements in paragraph AG33 of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) and concludes that the lease of the ~~bulldozer~~ server, the lease of the ~~truck~~ desktop computer and the lease of the ~~long-reach excavator~~ computed tomography machine are each separate lease components. This is because:

- (a) Lessee can benefit from use of each of the three items of equipment on its own or together with other readily available resources (for example, Lessee could readily lease or purchase an alternative ~~truck~~ desktop computer or ~~excavator~~ computed tomography machine to use in its operations); and

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- (b) Although Lessee is leasing all three items of equipment for one purpose (i.e., to engage in ~~mining~~ hospital operations), the machines are neither highly dependent on, nor highly interrelated with, each other. Lessee's ability to derive benefit from the lease of each item of equipment is not significantly affected by its decision to lease, or not lease, the other equipment from Lessor.

Consequently, Lessee concludes that there are three lease components and three non-lease components (maintenance services) in the contract. Lessee applies the guidance in paragraphs 19–20 of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) to allocate the consideration in the contract to the three lease components and the non-lease components.

*Several suppliers provide maintenance services for a similar ~~bulldozer~~ server and a similar ~~truck~~ desktop computer. Accordingly, there are observable standalone prices for the maintenance services for those two items of leased equipment. Lessee is able to establish observable standalone prices for the maintenance of the ~~bulldozer~~ server and the ~~truck~~ desktop computer of CU32,000 and CU16,000, respectively, assuming similar payment terms to those in the contract with Lessor. The ~~long-reach excavator~~ computed tomography machine is highly specialized and, accordingly, other suppliers do not lease or provide maintenance services for similar ~~excavators~~ computed tomography machine. Nonetheless, Lessor provides four-year maintenance service contracts to customers that purchase similar ~~long-reach excavator~~ computed tomography machines from Lessor. The observable consideration for those four-year maintenance service contracts is a fixed amount of CU56,000, payable over four years, and a variable amount that depends on the hours of work performed in maintaining the ~~long-reach excavator~~ computed tomography machine. That variable payment is capped at 2 per cent of the replacement cost of the ~~long-reach excavator~~ computed tomography machine. Consequently, Lessee estimates the standalone price of the maintenance services for the ~~long-reach excavator~~ computed tomography machine to be CU56,000 plus any variable amounts. Lessee is able to establish observable standalone prices for the leases of the ~~bulldozer~~ server, the ~~truck~~ desktop computer and the ~~long-reach excavator~~ computed tomography machine of CU170,000, CU102,000 and CU224,000, respectively.*

Lessee allocates the fixed consideration in the contract (CU600,000) to the lease and non-lease components as follows:

CU	<b><u>Bulldozer Server</u></b>	<b><u>Truck Desktop computer</u></b>	<b><u>Long-reach excavator Computed tomography machine</u></b>	<b>Total</b>
<b>Lease</b>	170.000	102.000	224.000	<b>496.000</b>
<b>Non-lease</b>				<b>104.000</b>
<b>Total fixed consideration</b>				<b>600.000</b>

Lessee allocates all of the variable consideration to the maintenance of the ~~long-reach excavator~~ computed tomography machine, and, thus, to the non-lease components of the contract. Lessee then accounts for each lease component applying the guidance in ~~IFRS 16~~ [draft] IPSAS [X] (ED 64), treating the allocated consideration as the lease payments for each lease component.



(a) In these Illustrative Examples, currency amounts are denominated in 'currency units' (CU).

### **Lessee Measurement (see paragraphs 24–52 and AG35–AG42)**

IE5. The following example illustrates how a lessee measures right-of-use assets and lease liabilities. It also illustrates how a lessee accounts for a change in the lease term.

#### *Example 13—Measurement by a Lessee and Accounting for a Change in the Lease Term*

##### *Part 1—Initial measurement of the right-of-use asset and the lease liability*

*Lessee enters into a 10-year lease of a floor of a building, with an option to extend for five years. Lease payments are CU50,000 per year during the initial term and CU55,000 per year during the optional period, all payable at the beginning of each year. To obtain the lease, Lessee incurs initial direct costs of CU20,000, of which CU15,000 relates to a payment to a former tenant occupying that floor of the building and CU5,000 relates to a commission paid to the real estate agent that arranged the lease. As an incentive to Lessee for entering into the lease, Lessor agrees to reimburse to Lessee the real estate commission of CU5,000 and Lessee's leasehold improvements of CU7,000.*

*At the commencement date, Lessee concludes that it is not reasonably certain to exercise the option to extend the lease and, therefore, determines that the lease term is 10 years.*

*The interest rate implicit in the lease is not readily determinable. Lessee's incremental borrowing rate is 5 per cent per annum, which reflects the fixed rate at which Lessee could borrow an amount similar to the value of the right-of-use asset, in the same currency, for a 10-year term, and with similar collateral.*

At the commencement date, Lessee makes the lease payment for the first year, incurs initial direct costs, receives lease incentives from Lessor and measures the lease liability at the present value of the remaining nine payments of CU50,000, discounted at the interest rate of 5 per cent per annum, which is CU355,391.

Lessee initially recognizes assets and liabilities in relation to the lease as follows.

Right-of-use asset	CU405,391	
Lease liability		CU355,391
Cash (lease payment for the first year)		CU50,000
Right-of-use asset	CU20,000	
Cash (initial direct costs)		CU20,000
Cash (lease incentive)	CU5,000	
Right-of-use asset		CU5,000

Lessee accounts for the reimbursement of leasehold improvements from Lessor applying other relevant Standards and not as a lease incentive applying ~~IFRS 16~~ [draft] IPSAS [X] (ED 64). This is because costs incurred on leasehold improvements by Lessee are not included within the cost of the right-of-use asset.

##### *Part 2—Subsequent measurement and accounting for a change in the lease term*

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*In the sixth year of the lease, Lessee acquires Entity A. Entity A has been leasing a floor in another building. The lease entered into by Entity A contains a termination option that is exercisable by Entity A. Following the acquisition of Entity A, Lessee needs two floors in a building suitable for the increased workforce. To minimize costs, Lessee (a) enters into a separate eight-year lease of another floor in the building leased that will be available for use at the end of Year 7 and (b) terminates early the lease entered into by Entity A with effect from the beginning of Year 8.*

Moving Entity A's staff to the same building occupied by Lessee creates an economic incentive for Lessee to extend its original lease at the end of the non-cancellable period of 10 years. The acquisition of Entity A and the relocation of Entity A's staff is a significant event that is within the control of Lessee and affects whether Lessee is reasonably certain to exercise the extension option not previously included in its determination of the lease term. This is because the original floor has greater utility (and thus provides greater benefits) to Lessee than alternative assets that could be leased for a similar amount to the lease payments for the optional period—Lessee would incur additional costs if it were to lease a similar floor in a different building because the workforce would be located in different buildings. Consequently, at the end of Year 6, Lessee concludes that it is now reasonably certain to exercise the option to extend its original lease as a result of its acquisition and planned relocation of Entity A.

*Lessee's incremental borrowing rate at the end of Year 6 is 6 per cent per annum, which reflects the fixed rate at which Lessee could borrow an amount similar to the value of the right-of-use asset, in the same currency, for a nine-year term, and with similar collateral. Lessee expects to consume the right-of-use asset's future economic benefits evenly over the lease term and, thus, depreciates the right-of-use asset on a straight-line basis.*

The right-of-use asset and the lease liability from Year 1 to Year 6 are as follows.

Year	Lease liability				Right-of-use asset		
	Beginning balance CU	Lease payment CU	5% interest expense CU	Ending balance CU	Beginning balance CU	Depreciation charge CU	Ending balance CU
1	355,391	-	17,770	373,161	420,391	(42,039)	378,352
2	373,161	(50,000)	16,158	339,319	378,352	(42,039)	336,313
3	339,319	(50,000)	14,466	303,785	336,313	(42,039)	294,274
4	303,785	(50,000)	12,689	266,474	294,274	(42,039)	252,235
5	266,474	(50,000)	10,823	227,297	252,235	(42,039)	210,196
6	227,297	(50,000)	8,865	186,162	210,196	(42,039)	168,157

At the end of the sixth year, before accounting for the change in the lease term, the lease liability is CU186,162 (the present value of four remaining payments of CU50,000, discounted at the original interest rate of 5 per cent per annum). Interest expense of CU8,865 is recognized in Year 6. Lessee's right-of-use asset is CU168,157.

Lessee remeasures the lease liability at the present value of four payments of CU50,000 followed by five payments of CU55,000, all discounted at the revised discount rate of 6 per cent per annum,

which is CU378,174. Lessee increases the lease liability by CU192,012, which represents the difference between the remeasured liability of CU378,174 and its previous carrying amount of CU186,162. The corresponding adjustment is made to the right-of-use asset to reflect the cost of the additional right of use, recognized as follows.

Right-of-use asset

CU192,012

Lease liability

CU192,012

Following the remeasurement, the carrying amount of Lessee's right-of-use asset is CU360,169 (i.e., CU168,157 + CU192,012). From the beginning of Year 7 Lessee calculates the interest expense on the lease liability at the revised discount rate of 6 per cent per annum.

The right-of-use asset and the lease liability from Year 7 to Year 15 are as follows.

Year	Lease liability				Right-of-use asset		
	Beginning balance CU	Lease payment CU	6% interest expense CU	Ending balance CU	Beginning balance CU	Depreciation charge CU	Ending balance CU
7	378,174	(50,000)	19,690	347,864	360,169	(40,019)	320,150
8	347,864	(50,000)	17,872	315,736	320,150	(40,019)	280,131
9	315,736	(50,000)	15,944	281,680	280,131	(40,019)	240,112
10	281,680	(50,000)	13,901	245,581	240,112	(40,019)	200,093
11	245,581	(55,000)	11,435	202,016	200,093	(40,019)	160,074
12	202,016	(55,000)	8,821	155,837	160,074	(40,019)	120,055
13	155,837	(55,000)	6,050	106,887	120,055	(40,019)	80,036
14	106,887	(55,000)	3,113	55,000	80,036	(40,018)	40,018
15	55,000	(55,000)	-	-	40,018	(40,018)	-

#### Variable Lease Payments (see paragraphs 36, 50, 53(b) and 54)

IE6. The following example illustrates how a lessee accounts for variable lease payments that depend on an index and variable lease payments not included in the measurement of the lease liability.

#### Example 14—Variable Lease Payments Dependent on an Index and Variable Lease Payments Linked to Sales

*Example 14A16A—Lessee enters into a 10-year lease of property with annual lease payments of CU50,000, payable at the beginning of each year. The contract specifies that lease payments will increase every two years on the basis of the increase in the Consumer Price Index for the preceding 24 months. The Consumer Price Index at the commencement date is 125. This example ignores any initial direct costs. The rate implicit in the lease is not readily determinable. Lessee's incremental borrowing rate is 5 per cent per annum, which reflects the fixed rate at which Lessee could borrow an amount similar to the value of the right-of-use asset, in the same currency, for a 10-year term, and with similar collateral.*

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At the commencement date, Lessee makes the lease payment for the first year and measures the lease liability at the present value of the remaining nine payments of CU50,000, discounted at the interest rate of 5 per cent per annum, which is CU355,391.

Lessee initially recognizes assets and liabilities in relation to the lease as follows.

Right-of-use asset	CU405,391
Lease liability	CU355,391
Cash (lease payment for the first year)	CU50,000

*Lessee expects to consume the right-of-use asset's future economic benefits evenly over the lease term and, thus, depreciates the right-of-use asset on a straight-line basis.*

During the first two years of the lease, Lessee recognizes in aggregate the following related to the lease.

Interest expense	CU33,928
Lease liability	CU33,928
Depreciation charge	CU81,078 (CU405,391 ÷ 10 × 2 years)
Right-of-use asset	CU81,078

At the beginning of the second year, Lessee makes the lease payment for the second year and recognizes the following.

Lease liability	CU50,000
Cash	CU50,000

At the beginning of the third year, before accounting for the change in future lease payments resulting from a change in the Consumer Price Index and making the lease payment for the third year, the lease liability is CU339,319 (the present value of eight payments of CU50,000 discounted at the interest rate of 5 per cent per annum = CU355,391 + CU33,928 – CU50,000).

*At the beginning of the third year of the lease the Consumer Price Index is 135.*

The payment for the third year, adjusted for the Consumer Price Index, is CU54,000 (CU50,000 × 135 ÷ 125). Because there is a change in the future lease payments resulting from a change in the Consumer Price Index used to determine those payments, Lessee remeasures the lease liability to reflect those revised lease payments, i.e. the lease liability now reflects eight annual lease payments of CU54,000.

At the beginning of the third year, Lessee remeasures the lease liability at the present value of eight payments of CU54,000 discounted at an unchanged discount rate of 5 per cent per annum, which is CU366,464. Lessee increases the lease liability by CU27,145, which represents the difference between the remeasured liability of CU366,464 and its previous carrying amount of CU339,319. The corresponding adjustment is made to the right-of-use asset, recognized as follows.

Right-of-use asset	CU27,145
Lease liability	CU27,145

At the beginning of the third year, Lessee makes the lease payment for the third year and recognizes the following.

Lease liability	CU54,000
Cash	CU54,000

*Example 14B16B—Assume the same facts as Example 14A except that Lessee is also required to make variable lease payments for each year of the lease, which are determined as 1 per cent of Lessee's sales generated from the leased property.*

At the commencement date, Lessee measures the right-of-use asset and the lease liability recognized at the same amounts as in Example 14A. This is because the additional variable lease payments are linked to future sales and, thus, do not meet the definition of lease payments. Consequently, those payments are not included in the measurement of the asset and liability.

Right-of-use asset	CU405,391
Lease liability	CU355,391
Cash (lease payment for the first year)	CU50,000

*Lessee prepares financial statements on an annual basis. During the first year of the lease, Lessee generates sales of CU800,000 from the leased property.*

Lessee incurs an additional expense related to the lease of CU8,000 (CU800,000 × 1 per cent), which Lessee recognizes in profit or loss in the first year of the lease.

### **Lease Modifications (see paragraphs 55–57)**

- IE7. Examples 15–19 illustrate the requirements of ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) regarding lease modifications for a lessee.

#### *Example 15—Modification that is a Separate Lease*

*Lessee enters into a 10-year lease for 2,000 square metres of office space. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease for the remaining five years to include an additional 3,000 square metres of office space in the same building. The additional space is made available for use by Lessee at the end of the second quarter of Year 6. The increase in total consideration for the lease is commensurate with the current market rate for the new 3,000 square metres of office space, adjusted for the discount that Lessee receives reflecting that Lessor does not incur costs that it would otherwise have incurred if leasing the same space to a new tenant (for example, marketing costs).*

Lessee accounts for the modification as a separate lease, separate from the original 10-year lease. This is because the modification grants Lessee an additional right to use an underlying asset, and the increase in consideration for the lease is commensurate with the stand-alone price of the additional right-of-use adjusted to reflect the circumstances of the contract. In this example, the additional underlying asset is the new 3,000 square metres of office space. Accordingly, at the commencement date of the new lease (at the end of the second quarter of Year 6), Lessee recognises a right-of-use asset and a lease liability relating to the lease of the additional 3,000 square metres of office space. Lessee does not make any adjustments to the accounting for the original lease of 2,000 square metres of office space as a result of this modification.

**Example 16—Modification that Increases the Scope of the Lease by Extending the Contractual Lease Term**

*Lessee enters into a 10-year lease for 5,000 square metres of office space. The annual lease payments are CU100,000 payable at the end of each year. The interest rate implicit in the lease cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. At the beginning of Year 7, Lessee and Lessor agree to amend the original lease by extending the contractual lease term by four years. The annual lease payments are unchanged (i.e., CU100,000 payable at the end of each year from Year 7 to Year 14). Lessee's incremental borrowing rate at the beginning of Year 7 is 7 per cent per annum.*

At the effective date of the modification (at the beginning of Year 7), Lessee remeasures the lease liability based on: (a) an eight-year remaining lease term, (b) annual payments of CU100,000 and (c) Lessee's incremental borrowing rate of 7 per cent per annum. The modified lease liability equals CU597,130. The lease liability immediately before the modification (including the recognition of the interest expense until the end of Year 6) is CU346,511. Lessee recognizes the difference between the carrying amount of the modified lease liability and the carrying amount of the lease liability immediately before the modification (CU250,619) as an adjustment to the right-of-use asset.

**Example 17—Modification that Decreases the Scope of the Lease**

*Lessee enters into a 10-year lease for 5,000 square metres of office space. The annual lease payments are CU50,000 payable at the end of each year. The interest rate implicit in the lease cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease to reduce the space to only 2,500 square metres of the original space starting from the end of the first quarter of Year 6. The annual fixed lease payments (from Year 6 to Year 10) are CU30,000. Lessee's incremental borrowing rate at the beginning of Year 6 is 5 per cent per annum.*

At the effective date of the modification (at the beginning of Year 6), Lessee remeasures the lease liability based on: (a) a five-year remaining lease term, (b) annual payments of CU30,000 and (c) Lessee's incremental borrowing rate of 5 per cent per annum. This equals CU129,884.

Lessee determines the proportionate decrease in the carrying amount of the right-of-use asset on the basis of the remaining right-of-use asset (i.e., 2,500 square metres corresponding to 50 per cent of the original right-of-use asset).

50 per cent of the pre-modification right-of-use asset (CU184,002) is CU92,001. Fifty per cent of the pre-modification lease liability (CU210,618) is CU105,309. Consequently, Lessee reduces the carrying amount of the right-of-use asset by CU92,001 and the carrying amount of the lease liability by CU105,309. Lessee recognizes the difference between the decrease in the lease liability and the decrease in the right-of-use asset ( $CU105,309 - CU92,001 = CU13,308$ ) as a gain in profit surplus or loss deficit at the effective date of the modification (at the beginning of Year 6).

Lessee recognizes the difference between the remaining lease liability of CU105,309 and the modified lease liability of CU129,884 (which equals CU24,575) as an adjustment to the right-of-use asset reflecting the change in the consideration paid for the lease and the revised discount rate.

**Example 18—Modification that Both Increases and Decreases the Scope of the Lease**

*Lessee enters into a 10-year lease for 2,000 square metres of office space. The annual lease payments are CU100,000 payable at the end of each year. The interest rate implicit in the lease*

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*cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease to (a) include an additional 1,500 square metres of space in the same building starting from the beginning of Year 6 and (b) reduce the lease term from 10 years to eight years. The annual fixed payment for the 3,500 square metres is CU150,000 payable at the end of each year (from Year 6 to Year 8). Lessee's incremental borrowing rate at the beginning of Year 6 is 7 per cent per annum.*

*The consideration for the increase in scope of 1,500 square metres of space is not commensurate with the stand-alone price for that increase adjusted to reflect the circumstances of the contract. Consequently, Lessee does not account for the increase in scope that adds the right to use an additional 1,500 square metres of space as a separate lease.*

The pre-modification right-of-use asset and the pre-modification lease liability in relation to the lease are as follows.

Year	Lease liability				Right-of-use asset		
	Beginning balance	6% interest expense	Lease payment	Ending balance	Beginning balance	Depreciation charge	Ending balance
	CU	CU	CU	CU	CU	CU	CU
1	736,009	44,160	(100,000)	680,169	736,009	(73,601)	662,408
2	680,169	40,810	(100,000)	620,979	662,408	(73,601)	588,807
3	620,979	37,259	(100,000)	558,238	588,807	(73,601)	515,206
4	558,238	33,494	(100,000)	491,732	515,206	(73,601)	441,605
5	491,732	29,504	(100,000)	421,236	441,605	(73,601)	368,004
6	421,236				368,004		

At the effective date of the modification (at the beginning of Year 6), Lessee remeasures the lease liability on the basis of: (a) a three-year remaining lease term, (b) annual payments of CU150,000 and (c) Lessee's incremental borrowing rate of 7 per cent per annum. The modified liability equals CU393,647, of which (a) CU131,216 relates to the increase of CU50,000 in the annual lease payments from Year 6 to Year 8 and (b) CU262,431 relates to the remaining three annual lease payments of CU100,000 from Year 6 to Year 8.

#### Decrease in the lease term

At the effective date of the modification (at the beginning of Year 6), the pre-modification right-of-use asset is CU368,004. Lessee determines the proportionate decrease in the carrying amount of the right-of-use asset based on the remaining right-of-use asset for the original 2,000 square metres of office space (i.e., a remaining three-year lease term rather than the original five-year lease term). The remaining right-of-use asset for the original 2,000 square metres of office space is CU220,802 (i.e.,  $CU368,004 \div 5 \times 3$  years).

At the effective date of the modification (at the beginning of Year 6), the pre-modification lease liability is CU421,236. The remaining lease liability for the original 2,000 square metres of office

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space is CU267,301 (i.e., present value of three annual lease payments of CU100,000, discounted at the original discount rate of 6 per cent per annum).

Consequently, Lessee reduces the carrying amount of the right-of-use asset by CU147,202 (CU368,004 – CU220,802), and the carrying amount of the lease liability by CU153,935 (CU421,236 – CU267,301). Lessee recognizes the difference between the decrease in the lease liability and the decrease in the right-of-use asset (CU153,935 – CU147,202 = CU6,733) as a gain in profit surplus or loss deficit at the effective date of the modification (at the beginning of Year 6).

Lease liability	CU153,935	
Right-of-use asset		CU147,202
Gain		CU6,733

At the effective date of the modification (at the beginning of Year 6), Lessee recognises the effect of the remeasurement of the remaining lease liability reflecting the revised discount rate of 7 per cent per annum, which is CU4,870 (CU267,301 – CU262,431), as an adjustment to the right-of-use asset.

Lease liability	CU4,870	
Right-of-use asset		CU4,870

Increase in the leased space

At the commencement date of the lease for the additional 1,500 square metres of space (at the beginning of Year 6), Lessee recognizes the increase in the lease liability related to the increase in scope of CU131,216 (i.e., present value of three annual lease payments of CU50,000, discounted at the revised interest rate of 7 per cent per annum) as an adjustment to the right-of-use asset.

Right-of-use asset	CU131,216	
Lease liability		CU131,216

The modified right-of-use asset and the modified lease liability in relation to the modified lease are as follows.

Year	Lease liability				Right-of-use asset		
	Beginning balance	7% interest expense	Lease payment	Ending balance	Beginning balance	Depreciation charge	Ending balance
	CU	CU	CU	CU	CU	CU	CU
6	393,647	27,556	(150,000)	271,203	347,148	(115,716)	231,432
7	271,203	18,984	(150,000)	140,187	231,432	(115,716)	115,716
8	140,187	9,813	(150,000)	-	115,716	(115,716)	-

*Example 19—Modification that is a Change in Consideration Only*

*Lessee enters into a 10-year lease for 5,000 square metres of office space. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease for the remaining five years to reduce*



*the lease payments from CU100,000 per year to CU95,000 per year. The interest rate implicit in the lease cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. Lessee's incremental borrowing rate at the beginning of Year 6 is 7 per cent per annum. The annual lease payments are payable at the end of each year.*

At the effective date of the modification (at the beginning of Year 6), Lessee remeasures the lease liability based on: (a) a five-year remaining lease term, (b) annual payments of CU95,000 and (c) Lessee's incremental borrowing rate of 7 per cent per annum. Lessee recognises the difference between the carrying amount of the modified liability (CU389,519) and the lease liability immediately before the modification (CU421,236) of CU31,717 as an adjustment to the right-of-use asset.

### **Subleases (see paragraph AG60–AG61)**

IE8. Examples 20 illustrate the application of the requirements in ~~IFRS 16~~ [draft] IPSAS [X] (ED 64) for an intermediate lessor that enters into a head lease and a sublease of the same underlying asset.

#### *~~Example 20—Sublease classified as a finance lease~~*

*~~Head lease—An intermediate lessor enters into a five-year lease for 5,000 square metres of office space (the head lease) with Entity A (the head lessor).~~*

*~~Sublease—At the beginning of Year 3, the intermediate lessor subleases the 5,000 square metres of office space for the remaining three years of the head lease to a sublessee.~~*

~~The intermediate lessor classifies the sublease by reference to the right-of-use asset arising from the head lease. The intermediate lessor classifies the sublease as a finance lease, having considered the requirements in paragraphs 61–66 of IFRS 16.~~

~~When the intermediate lessor enters into the sublease, the intermediate lessor:~~

- ~~(a) Derecognizes the right-of-use asset relating to the head lease that it transfers to the sublessee and recognizes the net investment in the sublease;~~
- ~~(b) Recognizes any difference between the right-of-use asset and the net investment in the sublease in profit or loss; and~~
- ~~(c) Retains the lease liability relating to the head lease in its statement of financial position, which represents the lease payments owed to the head lessor.~~

~~During the term of the sublease, the intermediate lessor recognizes both finance income on the sublease and interest expense on the head lease.~~

#### *~~Example 2420—Sublease classified as an operating lease~~*

*~~Head lease—An intermediate lessor enters into a five-year lease for 5,000 square metres of office space (the head lease) with Entity A (the head lessor).~~*

*~~Sublease—At commencement of the head lease, the intermediate lessor subleases the 5,000 square metres of office space for two years to a sublessee.~~*

~~The intermediate lessor classifies the sublease by reference to the right-of-use asset arising from the head lease. The intermediate lessor classifies the sublease as an operating lease, having considered the requirements in paragraphs 61–66 of IFRS 16.~~

When the intermediate lessor enters into the sublease, the intermediate lessor retains the lease liability and the right-of-use asset relating to the head lease in its statement of financial position.

At the commencement date of the sublease, the intermediate lessor:

- (a) Recognizes a lease receivable; and
- (b) Recognizes a liability (unearned revenue);

During the term of the sublease, the intermediate lessor:

- (a) Recognizes a depreciation charge for the right-of-use asset and interest on the lease liability; and
- (b) Recognizes lease income revenue (from the unwinding of the liability (unearned revenue)) and finance revenue from the sublease.

#### **Lessee Disclosure (see paragraphs 59 70 and B49–B50 AG55–AG56)**

IE9. Example 2221 illustrates how a lessee with different types of lease portfolios might comply with the disclosure requirements described in paragraphs 59 70 and B49 AG55 of IFRS 16 [draft] IPSAS [X] (ED 64) about variable lease payments. This example shows only current period information. IAS 1 IPSAS 1, *Presentation of Financial Statements* requires an entity to present comparative information.

#### **Example 2221—Variable Payment Terms**

*Lessee with a high volume of leases with some consistent payment terms*

*Example 22A21A: a retailer City XYZ (Lessee) operates a number of different branded four retail stores selling touristic merchandise about the city—A, B, C and D. Lessee has a high volume of property leases. Lessee's group policy is to negotiate variable payment terms for newly established stores. Lessee concludes that information about variable lease payments is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that information about the proportion of total lease payments that arise from variable payments, and the sensitivity of those variable lease payments to changes in sales, is the information that is relevant to users of its financial statements. This information is similar to that reported to Lessee's senior management about variable lease payments.*

Some of the property leases within the group city contain variable payment terms that are linked to sales generated from the store. Variable payment terms are used, when possible, in newly established stores in order to link rental payments to store cash flows and minimize fixed costs. Fixed and variable rental payments by store brand for the period ended 31 December 20X0 are summarized below.

	Stores	Fixed payments	Variable payments	Total payments	Estimated annual impact on total brand store rent of a 1% increase in sales
	No.	CU	CU	CU	%
Brand Store A	4,522	3,854	120	3,974	0.03%

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Brand Store B	965	865	105	970	0.11%
Brand Store C	124	26	163	189	0.86%
Brand Store D	652	152	444	596	0.74%
	<b>6,263</b>	<b>4,897</b>	<b>832</b>	<b>5,729</b>	<b>0.15%</b>

Refer to the management commentary for store information presented on a like-for-like basis and to Note X for segmental information applying ~~IFRS 8 Operating Segments~~ IPSAS 18, Segment Reporting relating to ~~Brands~~ Stores A–D.

*Example 22B2 1B: ~~a retailer~~ City XYZ (Lessee) has a high volume of property leases of retail stores selling touristic merchandise about the city. Many of these leases contain variable payment terms linked to sales from the store. Lessee's group policy sets out the circumstances in which variable payment terms are used and all lease negotiations must be approved centrally. Lease payments are monitored centrally. Lessee concludes that information about variable lease payments is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that information about the different types of contractual terms it uses with respect to variable lease payments, the effect of those terms on its financial performance and the sensitivity of variable lease payments to changes in sales is the information that is relevant to users of its financial statements. This is similar to the information that is reported to Lessee's senior management about variable lease payments.*

Many of the property leases within the ~~group~~ city contain variable payment terms that are linked to the volume of sales made from leased stores. These terms are used, when possible, in order to match lease payments with stores generating higher cash flows. For individual stores, up to 100 per cent of lease payments are on the basis of variable payment terms and there is a wide range of sales percentages applied. In some cases, variable payment terms also contain minimum annual payments and caps.

Lease payments and terms for the period ended 31 December 20X0 are summarized below.

	Stores	Fixed payments	Variable payments	Total payments
	No.	CU	CU	CU
Fixed rent only	1,490	1,153	-	1,153
Variable rent with no minimum	986	-	562	562
Variable rent with minimum	3,089	1,091	1,435	2,526
	<b>5,565</b>	<b>2,244</b>	<b>1,997</b>	<b>4,241</b>

A 1 per cent increase in sales across all stores in the ~~group~~ city would be expected to increase total lease payments by approximately 0.6–0.7 per cent. A 5 per cent increase in sales across all stores

in the group city would be expected to increase total lease payments by approximately 2.6–2.8 per cent.

*Lessee with a high volume of leases with a wide range of different payment terms*

*Example 22G21C: ~~a retailer~~ City XYZ (Lessee) has a high volume of property leases of retail stores selling touristic merchandise about the city. These leases contain a wide range of different variable payment terms. Lease terms are negotiated and monitored by local management. Lessee concludes that information about variable lease payments is relevant to users of its financial statements and is not available elsewhere in its financial statements. Lessee concludes that information about how its property lease portfolio is managed is the information that is relevant to users of its financial statements. Lessee also concludes that information about the expected level of variable lease payments in the coming year (similar to that reported internally to senior management) is also relevant to users of its financial statements.*

Many of the property leases within the group city contain variable payment terms. Local management are responsible for store margins. Accordingly, lease terms are negotiated by local management and contain a wide range of payment terms. Variable payment terms are used for a variety of reasons, including minimizing the fixed cost base for newly established stores or for reasons of margin control and operational flexibility. Variable lease payment terms vary widely across the group:

- (a) The majority of variable payment terms are based on a range of percentages of store sales;
- (b) Lease payments based on variable terms range from 0–20 per cent of total lease payments on an individual property; and
- (c) Some variable payment terms include minimum or cap clauses.

The overall financial effect of using variable payment terms is that higher rental costs are incurred by stores with higher sales. This facilitates the management of margins across the group city stores.

Variable rent expenses are expected to continue to represent a similar proportion of store sales in future years.

- IE10. Example 23 22 illustrates how a lessee with different types of lease portfolios might comply with the disclosure requirements described in paragraphs 59 70 and B50 AG56 of IFRS 16 [draft] IPSAS [X] (ED 64) about extension options and termination options. This example shows only current period information. IAS 1 IPSAS 1 requires an entity to present comparative information.

*Example 23 22—Extension Options and Termination Options*

*Lessee with a high volume of leases, that have a wide range of different terms and conditions, which are not managed centrally*

*Example 23A22A: Lessee has a high volume of equipment leases with a wide range of different terms and conditions. Lease terms are negotiated and monitored by local management. Lessee concludes that information about how it manages the use of termination and extension options is the information that is relevant to users of its financial statements and is not available elsewhere in its financial statements. Lessee also concludes that information about (a) the financial effect of*

*reassessing options and (b) the proportion of its short-term lease portfolio resulting from leases with annual break clauses is also relevant to users of its financial statements.*

Extension and termination options are included in a number of equipment leases across the ~~group~~ economic entity. Local teams are responsible for managing their leases and, accordingly, lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. Extension and termination options are included, when possible, to provide local management with greater flexibility to align its need for access to equipment with the fulfilment of customer contracts. The individual terms and conditions used vary across the ~~group~~ economic entity.

The majority of extension and termination options held are exercisable only by Lessee and not by the respective lessors. In cases in which Lessee is not reasonably certain to use an optional extended lease term, payments associated with the optional period are not included within lease liabilities.

During 20X0, the financial effect of revising lease terms to reflect the effect of exercising extension and termination options was an increase in recognized lease liabilities of CU489.

In addition, Lessee has a number of lease arrangements containing annual break clauses at no penalty. These leases are classified as short-term leases and are not included within lease liabilities. The short-term lease expense of CU30 recognized during 20X0 included CU27 relating to leases with an annual break clause.

*Lessee with a high volume of leases with some consistent terms and options*

*Example 23B22B: ~~a restaurateur~~ City XYZ (Lessee) has a high volume of property leases containing penalty-free termination options that are exercisable at the option of Lessee. Lessee's ~~group~~ policy is to have termination options in leases of more than five years, whenever possible. Lessee has a central property team that negotiates leases. Lessee concludes that information about termination options is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that information about (a) the potential exposure to future lease payments that are not included in the measurement of lease liabilities and (b) the proportion of termination options that have been exercised historically is the information that is relevant to users of its financial statements. Lessee also notes that presenting this information on the basis of the same ~~restaurant brands~~ operation for which segment information is disclosed applying ~~IFRS 8~~ IPSAS 18 is relevant to users of its financial statements. This is similar to the information that is reported to Lessee's senior management about termination options.*

Many of the property leases across the ~~group~~ city contain termination options. These options are used to limit the period to which the ~~group~~ city is committed to individual lease contracts and to maximize operational flexibility in terms of opening and closing individual ~~restaurants~~ offices. For most leases of ~~restaurants~~ offices, recognized lease liabilities do not include potential future rental payments after the exercise date of termination options because Lessee is not reasonably certain to extend the lease beyond that date. This is the case for most leases for which a longer lease period can be enforced only by Lessee and not by the landlord, and for which there is no penalty associated with the option.

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Potential future rental payments relating to periods following the exercise date of termination options are summarized below.

Business Segment	Lease liabilities recognised (discounted)	Potential future lease payments not included in lease liabilities (undiscounted)		
		Payable during 20X1–20X5	Payable during 20X6–20Y0	Total
	CU	CU	CU	CU
Brand <u>Operation</u> A	569	71	94	165
Brand <u>Operation</u> B	2,455	968	594	1,562
Brand <u>Operation</u> C	269	99	55	154
Brand <u>Operation</u> D	1,002	230	180	410
Brand <u>Operation</u> E	914	181	321	502
	<b>5,209</b>	<b>1,549</b>	<b>1,244</b>	<b>2,793</b>

The table below summarizes the rate of exercise of termination options during 20X0.

Business Segment	Termination option exercisable during 20X0	Termination option not exercised	Termination option exercised
	No. of leases	No. of leases	No. of leases
Brand <u>Operation</u> A	33	30	3
Brand <u>Operation</u> B	86	69	17
Brand <u>Operation</u> C	19	18	1
Brand <u>Operation</u> D	30	5	25
Brand <u>Operation</u> E	66	40	26
	<b>234</b>	<b>162</b>	<b>72</b>

*Example 23C22C: Lessee has a high volume of large equipment leases containing extension options that are exercisable by Lessee during the lease. Lessee's group policy is to use extension options to align, when possible, committed lease terms for large equipment with the initial contractual term of associated customer contracts, whilst retaining flexibility to manage its large equipment and reallocate assets across contracts. Lessee concludes that information about extension options is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that (a) information about the potential*

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*exposure to future lease payments that are not included in the measurement of lease liabilities and (b) information about the historical rate of exercise of extension options is the information that is relevant to users of its financial statements. This is similar to the information that is reported to Lessee's senior management about extension options.*

Many of the large equipment leases across the group economic entity contain extension options. These terms are used to maximize operational flexibility in terms of managing contracts. These terms are not reflected in measuring lease liabilities in many cases because the options are not reasonably certain to be exercised. This is generally the case when the underlying large equipment has not been allocated for use on a particular customer contract after the exercise date of an extension option. The table below summarizes potential future rental payments relating to periods following the exercise dates of extension options.

Business Segment	Lease liabilities recognised (discounted)	Potential future lease payments not included in lease liabilities (discounted)	Historical rate of exercise of extension options
	CU	CU	%
Segment A	569	799	52%
Segment B	2,455	269	69%
Segment C	269	99	75%
Segment D	1,002	111	41%
Segment E	914	312	76%
	<b>5,209</b>	<b>1,590</b>	<b>67%</b>

**Concessionary Leases (see paragraphs 32, 33, 34, 38, 77 and 79)**

IE11. Examples 23–24 illustrate the application of the requirements in [draft] IPSAS [X] (ED 64) for short-term concessionary leases for lessees and lessors.

Example 23–Short-term Concessionary Lease (Lessee)–Subsidy Results from One Month Free Lease Payment.

Agency A (Lessee) enters into a lease with Agency B (Lessor) to use a building over a period of 6 months. The Agency B grants for free the first lease payment.

- The agreement stipulates that the lease should be paid over the 5 months as follows:

Month 1: No lease payment

Month 2: CU10,000

Month 3: CU10,000

Month 4: CU10,000

Month 5: CU10,000

Month 6: CU10,000

- The lease includes conditions. To the extent the conditions are not met, the lease is cancelled and the right to use the underlying asset returns to the lessor. The conditions are met on a straight-line basis.

### **Analysis**

As it is a short-term concessionary lease, the monthly expense is reduced and accounted proportionally over the six months period of the lease.

The journal entries to account for the short-term concessionary lease are as follows:

1. Month 1: The entity recognizes the following:

Dr	Expense	8,333	-
	Cr Liability	-	8,333

Recognition of the monthly expense for the first month reduced by 1/6 of the total lease payments

2. Month 2: The entity recognizes the following:

Dr	Expense	8,333	-
Dr	Liability	1,667	
	Cr Cash	-	10,000

Recognition of monthly lease payment and monthly expense for the second month reduced by 1/6 of the monthly lease payment

3. Month 3: The entity recognizes the following:

Dr	Expense	8,333	-
Dr	Liability	1,667	
	Cr Cash	-	10,000

Recognition of monthly lease payment and monthly expense for the third month reduced by 1/6 of the monthly lease payment

4. Month 4: The entity recognizes the following:

Dr	Expense	8,333	-
Dr	Liability	1,667	
	Cr Cash	-	10,000

Recognition of monthly lease payment and monthly expense for the fourth month reduced by 1/6 of the monthly lease payment

5. Month 5: The entity recognizes the following:

Dr	Expense	8,333	-
Dr	Liability	1,667	
	Cr Cash	-	10,000

Recognition of monthly lease payment and monthly expense for the fifth month reduced by 1/6 of the monthly lease payment

6. Month 6: The entity recognizes the following:

Dr	Expense	8,335	-
Dr	Liability	1,665	
	Cr Cash	-	10,000



Recognition of monthly lease payment and monthly expense for the sixth month reduced by 1/6 of the monthly lease payment

Example 24–Short-term Concessionary Lease (Lessor)–Subsidy Results from One Month Free Lease Payment.

Agency A (Lessee) enters into a lease with Agency B (Lessor) to use a building over a period of 6 months. The Agency B grants for free the first lease payment.

- The agreement stipulates that the lease should be paid over the 5 months as follows:
  - Month 1: No lease payment
  - Month 2: CU10,000
  - Month 3: CU10,000
  - Month 4: CU10,000
  - Month 5: CU10,000
  - Month 6: CU10,000
- The lease includes conditions. To the extent the conditions are not met, the lease is cancelled and the right to use the underlying asset returns to the lessor. The conditions are met on a straight-line basis.

**Analysis**

As it is a short-term concessionary lease, the monthly expense is reduced and accounted proportionally over the six months period of the lease.

The journal entries to account for the short-term concessionary lease are as follows:

1. Month 1: The entity recognizes the following:

Dr	Receivable	8,333	-
	Cr Revenue	-	8,333

Recognition of the monthly revenue for the first month reduced by 1/6 of the total lease payments

2. Month 2: The entity recognizes the following:

Dr	Cash	10,000	-
	Cr Receivable		1,667
	Cr Revenue	-	8,333

Recognition of monthly lease payment and monthly revenue for the second month reduced by 1/6 of the monthly lease payment

3. Month 3: The entity recognizes the following:

Dr	Cash	10,000	-
	Cr Receivable		1,667
	Cr Revenue	-	8,333

Recognition of monthly lease payment and monthly revenue for the third month reduced by 1/6 of the monthly lease payment

4. Month 4: The entity recognizes the following:

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Dr	Cash	10,000	-
	Cr	Receivable	1,667
	Cr	Revenue	8,333

*Recognition of monthly lease payment and monthly revenue for the fourth month reduced by 1/6 of the monthly lease payment*

5. *Month 5: The entity recognizes the following:*

Dr	Cash	10,000	-
	Cr	Receivable	1,667
	Cr	Revenue	8,333

*Recognition of monthly lease payment and monthly revenue for the fifth month reduced by 1/6 of the monthly lease payment*

6. *Month 6: The entity recognizes the following:*

Dr	Cash	10,000	-
	Cr	Receivable	1,667
	Cr	Revenue	8,333

*Recognition of monthly lease payment and monthly revenue for the sixth month reduced by 1/6 of the monthly lease payment*

IE12. Examples 25–26 illustrate the application of the requirements in [draft] IPSAS [X] (ED 64) for concessionary leases for lessees and lessors.

Example 25–Concessionary Lease (Lessee)–Subsidy Results from 30% Lower Contract Lease Payments than Market Lease Payments.

*A public sector not-for profit organization (Lessee) enters into a lease with a municipality (Lessor) to use a building over a period of 5 years. The annual market lease payment is CU5,312,420 with a market interest rate at 5% and the lessee pays only 70% of the annual market lease payment.*

- *The agreement stipulates that the lease should be paid over the 5 year period as follows:*

*Year 1: CU3,718,694*

*Year 2: CU3,718,694*

*Year 3: CU3,718,694*

*Year 4: CU3,718,694*

*Year 5: CU3,718,694*

### **Analysis**

As it is a concessionary lease, the fair value of the right-of-use asset is assessed separately from the fair value of the lease payments. The public sector not-for profit organization (Lessee) has effectively received a subsidy of CU6,900,000 (which is the difference between the fair value of the right-of-use asset (measured at the present value of the market lease payments–see Table 1 below) and the present value of the contractual lease payments). (Note: An entity would consider whether the substance of the CU6,900,000 is a contribution from owners or revenue; assume for purposes of this example that the CU6,900,000 is revenue).

The off-market portion of CU6,900,000 is accounted for in accordance with IPSAS 23 and the lease payments in accordance with this [draft] Standard.

Depreciation of the right-of-use asset is not considered in the example for simplification purposes.

The journal entries to account for the concessionary lease are as follows:

1. On initial recognition, the entity recognizes the following (the entity subsequently measures concessionary lease at amortized cost):

Dr	Right-of-use asset	23,000,000	-
Cr	Lease liability (refer to Table 1 below)	-	16,100,00
Cr	Liability or non-exchange revenue (refer to Table 1 below)	-	6,900,000

Recognition of the lease at fair value

IPSAS 23 is considered in recognizing either a liability or revenue for the off-market portion of the lease. Paragraph IG55 of that Standard provides journal entries for the recognition and measurement of the off-market portion of the lease deemed to be non-exchange revenue.

2. Year 1: The entity recognizes the following:

Dr	Interest expense (refer to Table 2 below)	805,000	-
Cr	Lease liability	-	805,000

Recognition of interest using the effective interest method (CU16,000,000 × 5%)

Dr	Lease liability (refer to Table 2 below)	3,718,694	-
Cr	Bank	-	3,718,694

Recognition of lease payment

3. Year 2: The entity recognizes the following:

Dr	Interest expense	659,315	-
Cr	Lease liability	-	659,315

Recognition of interest using the effective interest method (CU13,186,306 × 5%)

Dr	Lease liability	3,718,694	-
Cr	Bank	-	3,718,694

Recognition of lease payment

4. Year 3: The entity recognizes the following:

Dr	Interest expense	506,346	-
Cr	Lease liability	-	506,346

Recognition of interest using the effective interest method (CU10,126,927 × 5%)

Dr	Lease liability	3,718,694	-
Cr	Bank	-	3,718,694

Recognition of lease payment

5. Year 4: The entity recognizes the following:

Dr	Interest expense	345,729	-
Cr	Lease liability	-	345,729

Recognition of interest using the effective interest method (CU6,914,579 × 5%)

Dr	Lease liability	3,718,694	-
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Cr Bank - 3,718,694

Recognition of lease payment

6. Year 5: The entity recognizes the following:

Dr Interest expense 177,081 -  
Cr Lease liability - 177,081

Recognition of interest using the effective interest method (CU3,541,614 x 5%)

Dr Lease liability 3,718,694  
Cr Bank - 3,718,694

Recognition of lease paymentCalculations:**Table 1: Annual Lease Payments (Using Market Interest Rate at 5%)**

	<u>Undiscounted Annual Market Lease Payments</u>	<u>Present Value of Annual Market Lease Payments</u>	<u>70% of:</u> <u>Undiscounted Annual Market Lease Payments</u>	<u>Present Value of Annual Market Lease Payments</u>	<u>Off-market portion of lease to be recognized as non- exchange revenue</u>
	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>5=(2)-(4)</u>
<u>Year 1</u>	<u>5,312,420</u>	<u>5,059,448</u>	<u>3,718,694</u>	<u>3,541,614</u>	<u>1,517,834</u>
<u>Year 2</u>	<u>5,312,420</u>	<u>4,818,522</u>	<u>3,718,694</u>	<u>3,372,965</u>	<u>1,445,557</u>
<u>Year 3</u>	<u>5,312,420</u>	<u>4,589,068</u>	<u>3,718,694</u>	<u>3,212,348</u>	<u>1,376,721</u>
<u>Year 4</u>	<u>5,312,420</u>	<u>4,370,541</u>	<u>3,718,694</u>	<u>3,059,379</u>	<u>1,311,162</u>
<u>Year 5</u>	<u>5,312,420</u>	<u>4,162,420</u>	<u>3,718,694</u>	<u>2,913,694</u>	<u>1,248,726</u>
<u>Total</u>	<u>26,562,102</u>	<u>23,000,000</u>	<u>18,593,471</u>	<u>16,100,000</u>	<u>6,900,000</u>

**Table 2: Calculation of Lease Liability Balance and Interest Using the Effective Interest Rate**

	<u>Year 1 CU</u>	<u>Year 2 CU</u>	<u>Year 3 CU</u>	<u>Year 4 CU</u>	<u>Year 5 CU</u>
<u>Capital balance</u>	<u>16,100,000</u>	<u>13,186,306</u>	<u>10,126,927</u>	<u>6,914,579</u>	<u>3,541,614</u>
<u>Interest payable</u>	<u>805,000</u>	<u>659,315</u>	<u>506,346</u>	<u>345,729</u>	<u>177,081</u>
<u>Principal</u>	<u>2,913,694</u>	<u>3,059,379</u>	<u>3,212,348</u>	<u>3,372,965</u>	<u>3,541,614</u>
<u>Lease payments</u>	<u>3,718,694</u>	<u>3,718,694</u>	<u>3,718,694</u>	<u>3,718,694</u>	<u>3,718,694</u>
<u>Capital balance</u>	<u>13,186,306</u>	<u>10,126,927</u>	<u>6,914,579</u>	<u>3,541,614</u>	<u>0</u>
<u>Right-of-use asset</u>					<u>23,000,000</u>
<u>Less: Present value of outflows (fair value of lease liability on initial recognition)</u>					<u>16,100,000</u>
<u>Off-market portion of lease to be recognized as non-exchange revenue</u>					<u>6,900,000</u>

Example 26–Concessionary Lease (Lessor)–Subsidy Results from 30% Lower Contract Lease Payments than Market Value of Lease Payments.

A municipality (lessor) enters into a lease with a public sector not-for profit organization (Lessee) to use a building over a period of 5 years. The annual market lease payment is CU5,312,420 with a market interest rate at 5% and the lessee pays only 70% of the annual market lease payment.

- The agreement stipulates that the lease should be paid over the 5 year period as follows:  
Year 1: CU3,718,694  
Year 2: CU3,718,694  
Year 3: CU3,718,694  
Year 4: CU3,718,694  
Year 5: CU3,718,694
- The lease includes conditions. To the extent the conditions are not met, the lease is cancelled and the right to use the underlying asset returns to the lessor. The conditions are met on a straight-line basis.
- Depreciation of the underlying asset is not considered in the example because it is within the scope of other IPSASs.

### **Analysis**

As it is a concessionary lease, the fair value of the liability (unearned revenue) is assessed separately from the fair value of the lease payments. The value of the right-of-use asset is not given. However, the fair value of the right-of-use asset can be assessed by discounting the annual market lease payment with a market interest rate at 5%.

The municipality (Lessor) has effectively given a subsidy of CU6,900,000 (which is the difference between the fair value of the right-of-use asset (measured at the present value of the market lease payments—see Table 1 below) and the present value of the contractual lease payments). (Note: An entity would consider whether the substance of the CU6,900,000 is a contribution from owners or expense; assume for purposes of this example that the CU6,900,000 is expense).

Depreciation of the underlying asset is not considered in the example for simplification purposes.

The subsidy of CU6,900,000 and the lease payments are accounted for in accordance with this [draft] Standard.

The journal entries to account for the concessionary lease are as follows:

1. On initial recognition, the entity recognizes the following:

Dr	<u>Lease receivable</u>	<u>16,100,000</u>	-
Dr	<u>Expense</u>	<u>6,900,000</u>	
	Cr <u>Liability (unearned revenue)</u>	-	<u>23,000,000</u>

2. Year 1: The entity recognizes the following:

Dr	<u>Lease receivable</u>	<u>805,000</u>	-
	Cr <u>Interest revenue (refer to Table 2 below)</u>	-	<u>805,000</u>

Recognition of interest using the effective interest method (CU16,000,000 × 5%)

Dr	<u>Bank</u>	<u>3,718,694</u>	-
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Cr	<u>Lease receivable (refer to Table 2 below)</u>	-	<u>3,718,694</u>
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Recognition of lease payment

Dr	<u>Liability (unearned revenue)</u>	<u>4,600,000</u>	
Cr	<u>Revenue</u>		<u>4,600,000</u>

Recognition of revenue and unwinding of the liability (unearned revenue)3. Year 2: The entity recognizes the following:

Dr	<u>Lease receivable</u>	<u>659,315</u>	-
Cr	<u>Interest revenue</u>	-	<u>659,315</u>

Recognition of interest using the effective interest method (CU13,186,306 × 5%)

Dr	<u>Bank</u>	<u>3,718,694</u>	
Cr	<u>Lease receivable</u>		<u>3,718,694</u>

Recognition of lease payment

Dr	<u>Liability (unearned revenue)</u>	<u>4,600,000</u>	
Cr	<u>Revenue</u>		<u>4,600,000</u>

Recognition of revenue and unwinding of the liability (unearned revenue)4. Year 3: The entity recognizes the following:

Dr	<u>Lease receivable</u>	<u>506,346</u>	-
Cr	<u>Interest revenue</u>	-	<u>506,346</u>

Recognition of interest using the effective interest method (CU10,126,927 × 5%)

Dr	<u>Bank</u>	<u>3,718,694</u>	
Cr	<u>Lease receivable</u>	-	<u>3,718,694</u>

Recognition of lease payment

Dr	<u>Liability (unearned revenue)</u>	<u>4,600,000</u>	
Cr	<u>Revenue</u>		<u>4,600,000</u>

Recognition of revenue and unwinding of the liability (unearned revenue)5. Year 4: The entity recognizes the following:

Dr	<u>Lease receivable</u>	<u>345,729</u>	-
Cr	<u>Interest revenue</u>	-	<u>345,729</u>

Recognition of interest using the effective interest method (CU6,914,579 × 5%)

Dr	<u>Bank</u>	<u>3,718,694</u>	
Cr	<u>Lease receivable</u>	-	<u>3,718,694</u>

Recognition of lease payment

Dr	<u>Liability (unearned revenue)</u>	<u>4,600,000</u>	
Cr	<u>Revenue</u>		<u>4,600,000</u>

Recognition of revenue and unwinding of the liability (unearned revenue)6. Year 5: The entity recognizes the following:

Dr	<u>Lease receivable</u>	<u>177,081</u>	-
Cr	<u>Interest revenue</u>	-	<u>177,081</u>

Recognition of interest using the effective interest method (CU3,541,614 × 5%)

Dr	<u>Bank</u>	<u>3,718,694</u>	
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Cr	Lease receivable	-	3,718,694
<i>Recognition of lease payment</i>			
Dr	Liability (unearned revenue)	4,600,000	
Cr	Revenue		4,600,000
<i>Recognition of revenue and unwinding of the liability (unearned revenue)</i>			

Calculations:**Table 1: Annual Lease Payments (Using Market Interest Rate at 5%)**

	<u>Undiscounted Annual Market Lease Payments</u>	<u>Present Value of Annual Market Lease Payments</u>	<u>70% of:</u> <u>Undiscounted Annual Market Lease Payments</u>	<u>Present Value of Annual Market Lease Payments</u>	<u>Off-market portion of lease to be recognized as non- exchange revenue</u>
	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>5=(2)-(4)</u>
<u>Year 1</u>	<u>5,312,420</u>	<u>5,059,448</u>	<u>3,718,694</u>	<u>3,541,614</u>	<u>1,517,834</u>
<u>Year 2</u>	<u>5,312,420</u>	<u>4,818,522</u>	<u>3,718,694</u>	<u>3,372,965</u>	<u>1,445,557</u>
<u>Year 3</u>	<u>5,312,420</u>	<u>4,589,068</u>	<u>3,718,694</u>	<u>3,212,348</u>	<u>1,376,721</u>
<u>Year 4</u>	<u>5,312,420</u>	<u>4,370,541</u>	<u>3,718,694</u>	<u>3,059,379</u>	<u>1,311,162</u>
<u>Year 5</u>	<u>5,312,420</u>	<u>4,162,420</u>	<u>3,718,694</u>	<u>2,913,694</u>	<u>1,248,726</u>
<u>Total</u>	<u>26,562,102</u>	<u>23,000,000</u>	<u>18,593,471</u>	<u>16,100,000</u>	<u>6,900,000</u>

**Table 2: Calculation of Lease Liability Balance and Interest Using the Effective Interest Rate**

	<u>Year 1 CU</u>	<u>Year 2 CU</u>	<u>Year 3 CU</u>	<u>Year 4 CU</u>	<u>Year 5 CU</u>
<u>Capital balance</u>	<u>16,100,000</u>	<u>13,186,306</u>	<u>10,126,927</u>	<u>6,914,579</u>	<u>3,541,614</u>
<u>Interest payable</u>	<u>805,000</u>	<u>659,315</u>	<u>506,346</u>	<u>345,729</u>	<u>177,081</u>
<u>Principal</u>	<u>2,913,694</u>	<u>3,059,379</u>	<u>3,212,348</u>	<u>3,372,965</u>	<u>3,541,614</u>
<u>Lease payments</u>	<u>3,718,694</u>	<u>3,718,694</u>	<u>3,718,694</u>	<u>3,718,694</u>	<u>3,718,694</u>
<u>Capital balance</u>	<u>13,186,306</u>	<u>10,126,927</u>	<u>6,914,579</u>	<u>3,541,614</u>	<u>0</u>
<u>Liability (unearned revenue)</u>					<u>23,000,000</u>
<u>Less: Present value of outflows (fair value of lease liability on initial recognition)</u>					<u>16,100,000</u>
<u>Off-market portion of lease to be recognized as an expense</u>					<u>6,900,000</u>

**Sale and Leaseback Transactions (see paragraphs 110–118)**

IE13. Example 2427 illustrates the application of the requirements in paragraphs 111–113 of ~~IFRS 16~~ ~~[draft]~~ IPSAS [X] (ED 64) for a seller-lessee and a buyer-lessor.

**Example 2428–Sale and Leaseback Transaction with Additional Financing**

An entity (Seller-lessee) sells a building to another entity (Buyer-lessor) for cash of CU2,000,000. Immediately before the transaction, the building is carried at a cost of CU1,000,000. At the same time, Seller-lessee enters into a contract with Buyer-lessor for the right to use the building for 18

years, with annual payments of CU120,000 payable at the end of each year. The terms and conditions of the transaction are such that the transfer of the building by Seller-lessee satisfies the requirements for determining when a performance obligation is satisfied in ~~IFRS 15 Revenue from Contracts with Customers~~ of IPSAS 9, Revenue from Exchange Transactions. Accordingly, Seller-lessee and Buyer-lessor account for the transaction as a sale and leaseback. This example ignores any initial direct costs.

The fair value of the building at the date of sale is CU1,800,000. Because the consideration for the sale of the building is not at fair value, Seller-lessee and Buyer-lessor make adjustments to measure the sale proceeds at fair value. The amount of the excess sale price of CU200,000 (CU2,000,000 – CU1,800,000) is recognized as additional financing provided by Buyer-lessor to Seller-lessee.

The interest rate implicit in the lease is 4.5 per cent per annum, which is readily determinable by Seller-lessee. The present value of the annual payments (18 payments of CU120,000, discounted at 4.5 per cent per annum) amounts to CU1,459,200, of which CU200,000 relates to the additional financing and CU1,259,200 relates to the lease—corresponding to 18 annual payments of CU16,447 and CU103,553, respectively.

~~Buyer-lessor classifies the lease of the building as an operating lease.~~

#### Seller-lessee

At the commencement date, Seller-lessee measures the right-of-use asset arising from the leaseback of the building at the proportion of the previous carrying amount of the building that relates to the right of use retained by Seller-lessee, which is CU699,555. This is calculated as: CU1,000,000 (the carrying amount of the building) ÷ CU1,800,000 (the fair value of the building) × CU1,259,200 (the discounted lease payments for the 18-year right-of-use asset).

Seller-lessee recognizes only the amount of the gain that relates to the rights transferred to Buyer-lessor of CU240,355 calculated as follows. The gain on sale of building amounts to CU800,000 (CU1,800,000 – CU1,000,000), of which:

- (a) CU559,645 (CU800,000 ÷ CU1,800,000 × CU1,259,200) relates to the right to use the building retained by Seller-lessee; and
- (b) CU240,355 (CU800,000 ÷ CU1,800,000 × (CU1,800,000 – CU1,259,200)) relates to the rights transferred to Buyer-lessor.

At the commencement date, Seller-lessee accounts for the transaction as follows.

Cash	CU2,000,000	
Right-of-use asset	CU699,555	
Building		CU1,000,000
<u>Lease liability</u>		<u>CU1,259,200</u>
Financial liability		CU1,459,200 200,000
Gain on rights transferred		CU240,355
Buyer-lessor		



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At the commencement date, Buyer-lessor accounts for the transaction as follows.

Building	CU1,800,000
Lease receivable	CU1,259,200
Financial asset	CU200,000 (18 payments of CU16,447, discounted at 4.5 per cent per annum)
Liability (unearned revenue)	CU1,259,200
Cash	CU2,000,000

After the commencement date, Buyer-lessor accounts for the lease by treating CU103,553 of the annual payments of CU120,000 as lease payments. The remaining CU16,447 of annual payments received from Seller-lessee are accounted for as (a) payments received to settle the financial asset of CU200,000 and (b) interest revenue.

Example 29–Sale and Concessionary Leaseback Transaction

An entity (Seller-lessee) sells a building to another entity (Buyer-lessor) at fair value for cash of CU1,800,000. Immediately before the transaction, the building is carried at a cost of CU1,000,000. At the same time, Seller-lessee enters into a contract with Buyer-lessor for the right to use the building for 18 years, with annual payments of CU103,553 at the end of each year. The terms and conditions of the transaction are such that the transfer of the building by Seller-lessee satisfies the requirements of IPSAS 9, Revenue from Exchange Transactions. This example ignores any initial direct costs.

Accordingly, Seller-lessee and Buyer-lessor account for the transaction as a sale and concessionary leaseback.

The annual market lease payment is CU120,000. The market interest rate is 4.5 per cent per annum.

The present value of the annual market lease payments amounts to CU1,459,200 (18 payments of CU120,000, discounted at 4.5 per cent per annum). The present value of the agreed annual lease payments (18 payments of CU103,553, discounted at 4.5 per cent per annum), amounts to CU1,259,200.

Because the consideration for the annual payments is below fair value, Buyer-lessor gives a subsidy to Seller-lessee of CU200,000 (CU1,459,200 – CU1,259,200).

Seller-lessee

At the commencement date, Seller-lessee measures the right-of-use asset arising from the leaseback of the building at the proportion of the previous carrying amount of the building that relates to the right of use retained by Seller-lessee, which is CU810,667. This is calculated as: CU1,000,000 (the carrying amount of the building) ÷ CU1,800,000 (the fair value of the building) × CU1,459,200 (the discounted lease payments for the 18-year right-of-use asset at fair value).

Seller-lessee recognizes only the amount of the gain that relates to the rights transferred to Buyer-lessor of CU151,467 calculated as follows. The gain on sale of building amounts to CU800,000 (CU1,800,000 – CU1,000,000), of which:

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- (c) CU648,533 ( $\text{CU}800,000 \div \text{CU}1,800,000 \times \text{CU}1,459,200$ ) relates to the right to use the building retained by Seller-lessee; and
- (d) CU151,467 ( $\text{CU}800,000 \div \text{CU}1,800,000 \times (\text{CU}1,800,000 - \text{CU}1,459,200)$ ) relates to the rights transferred to Buyer-lessor.

At the commencement date, Seller-lessee accounts for the transaction as follows.

<u>Cash</u>	<u>CU1,800,000</u>
<u>Right-of-use asset</u>	<u>CU810,667</u>
<u>Building</u>	<u>CU1,000,000</u>
<u>Financial liability</u>	<u>CU1,259,200</u>
<u>Liability or non-exchange revenue (concessionary element)</u>	<u>CU200,000</u>
<u>Gain on rights transferred</u>	<u>CU151,467</u>

Buyer-lessor

At the commencement date, Buyer-lessor accounts for the transaction as follows.

<u>Building</u>	<u>CU1,800,000</u>
<u>Lease receivable</u>	<u>CU1,259,200 (18 payments of CU103,553, discounted at 4.5 per cent per annum)</u>
<u>Non-exchange expense (concessionary element)</u>	<u>CU200,000</u>
<u>Liability (unearned revenue)</u>	<u>CU1,459,200</u>
<u>Cash</u>	<u>CU1,800,000</u>

### **Comparison with IFRS 16**

[draft] IPSAS [X] (ED 64), *Leases* is drawn primarily from IFRS 16 (2016), *Leases*.

The main differences between [draft] IPSAS [X] (ED 64) and IFRS 16 are as follows:

- [draft] IPSAS [X] (ED 64) applies to concessionary leases, i.e., leases that are a result of a non-exchange transaction, except for leases for zero or nominal consideration. IFRS 16 only applies to leases that are exchange transactions.
- [draft] IPSAS [X] (ED 64) clarifies the accounting treatment of budget funding or cancellation clauses that are normally used in the public sector for budgetary reasons. IFRS 16 does not provide such guidance.
- [draft] IPSAS [X] (ED 64) uses different terminology from IFRS 16. For example, [draft] IPSAS [X] (ED 64) uses the terms “revenue”, “operation” and “segment”, while IFRS 16 uses the terms “income”, “business unit” and “business segment”, respectively.
- [draft] IPSAS [X] (ED 64) uses the right-of-use model in lessor accounting. IFRS 16 retains the risks and rewards incidental to ownership model in lessor accounting that existed in IAS 17, *Leases*.
- [draft] IPSAS [X] (ED 64) accounts the subsidized component of a leaseback transaction at below market terms in the same way as the subsidy component in a concessionary lease. IFRS 16 accounts the subsidized component of a leaseback transaction at below market terms as a prepayment of lease payments.

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