Compiled AASB Standard **AASB 15**

Revenue from Contracts with Customers

This compiled Standard applies to annual periods beginning on or after 1 January 2019 but before 1 January 2021. Earlier application is permitted. It incorporates relevant amendments made up to and including 16 December 2019.

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Australian Accounting Standard AASB 15 *Revenue from Contracts with Customers* (as amended) is set out in paragraphs 1 – Aus129.1 and Appendices A – C and E – G. All the paragraphs have equal authority. Paragraphs in **bold type** state the main principles. Terms defined in Appendices A and A.1 are in *italics* the first time they appear in the Standard. AASB 15 is to be read in the context of other Australian Accounting Standards, including AASB 1048 *Interpretation of Standards*, which identifies the Australian Accounting Interpretations, and AASB 1057 *Application of Australian Accounting Standards*. In the absence of explicit guidance, AASB 108 *Accounting Policies, Changes in Accounting Estimates and Errors* provides a basis for selecting and applying accounting policies.

Comparison with IFRS 15

AASB 15 *Revenue from Contracts with Customers* as amended incorporates IFRS 15 *Revenue from Contracts with Customers* as issued and amended by the International Accounting Standards Board (IASB). Australian-specific paragraphs (which are not included in IFRS 15) are identified with the prefix “Aus”. Paragraphs that apply only to not-for-profit entities begin by identifying their limited applicability.

Tier 1

For-profit entities complying with AASB 15 also comply with IFRS 15.

Not-for-profit entities’ compliance with IFRS 15 will depend on whether any “Aus” paragraphs that specifically apply to not-for-profit entities provide additional guidance or contain applicable requirements that are inconsistent with IFRS 15.

Tier 2

Entities preparing general purpose financial statements under Australian Accounting Standards – Reduced Disclosure Requirements (Tier 2) will not be in compliance with IFRS Standards.

AASB 1053 *Application of Tiers of Australian Accounting Standards* explains the two tiers of reporting requirements.

Accounting Standard AASB 15

The Australian Accounting Standards Board made Accounting Standard AASB 15 *Revenue from Contracts with Customers* under section 334 of the *Corporations Act 2001* on 12 December 2014.

This compiled version of AASB 15 applies to annual periods beginning on or after 1 January 2019 but before 1 January 2021. It incorporates relevant amendments contained in other AASB Standards made by the AASB up to and including 16 December 2019 (see Compilation Details).

Accounting Standard AASB 15
Revenue from Contracts with Customers

Objective

1 **The objective of this Standard is to establish the principles that an entity shall apply to report useful information to users of financial statements about the nature, amount, timing and uncertainty of *revenue* and cash flows arising from a *contract* with a *customer*.**

Meeting the objective

2 To meet the objective in paragraph 1, the core principle of this Standard is that an entity shall recognise revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

3 An entity shall consider the terms of the contract and all relevant facts and circumstances when applying this Standard. An entity shall apply this Standard, including the use of any practical expedients, consistently to contracts with similar characteristics and in similar circumstances.

4 This Standard specifies the accounting for an individual contract with a customer. However, as a practical expedient, an entity may apply this Standard to a portfolio of contracts (or *performance obligations*) 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 contracts (or performance obligations) within that portfolio. When accounting for a portfolio, an entity shall use estimates and assumptions that reflect the size and composition of the portfolio.

Scope

5 An entity shall apply this Standard to all contracts with customers, except the following:

(a) lease contracts within the scope of AASB 16 *Leases*;

(b) insurance contracts within the scope of AASB 4 *Insurance Contracts*;

(c) financial instruments and other contractual rights or obligations within the scope of AASB 9 *Financial Instruments*, AASB 10 *Consolidated Financial Statements*, AASB 11 *Joint Arrangements*, AASB 127 *Separate Financial Statements* and AASB 128 *Investments in Associates and Joint Ventures*; and

(d) non-monetary exchanges between entities in the same line of business to facilitate sales to customers or potential customers. For example, this Standard would not apply to a contract between two oil companies that agree to an exchange of oil to fulfil demand from their customers in different specified locations on a timely basis.

Aus5.1 In addition to paragraph 5, in respect of not-for-profit entities, a transfer of a financial asset to enable an entity to acquire or construct a recognisable non-financial asset that is to be controlled by the entity, as described in AASB 1058 *Income of Not-for-Profit Entities*, is not within the scope of this Standard.

Aus5.2 Notwithstanding paragraph 5, in respect of not-for-profit public sector licensors, this Standard also applies to licences issued, other than licences subject to AASB 16 *Leases*, or transactions subject to AASB 1059 *Service Concession Arrangements: Grantors*, irrespective of whether the licences are contracts with customers. Licences include those arising from statutory requirements.

Guidance on applying this Standard to licences is set out in Appendix G, including the distinction between a licence and a tax.

6 An entity shall apply this Standard to a contract (other than a contract listed in paragraph 5) only if the counterparty to the contract is a customer. A customer is a party that has contracted with an entity to obtain goods or services that are an output of the entity's ordinary activities in exchange for consideration. A counterparty to the contract would not be a customer if, for example, the counterparty has contracted with the entity to participate in an activity or process in which the parties to the contract share in the risks and benefits that result from the activity or process (such as developing an asset in a collaboration arrangement) rather than to obtain the output of the entity's ordinary activities.

7 A contract with a customer may be partially within the scope of this Standard and partially within the scope of other Standards listed in paragraph 5.

(a) If the other Standards specify how to separate and/or initially measure one or more parts of the contract, then an entity shall first apply the separation and/or measurement requirements in those Standards. An entity shall exclude from the *transaction price* the amount of the part (or parts) of the contract that are initially measured in accordance with other Standards and shall apply paragraphs 73–86 to allocate the amount of the transaction price that remains (if any) to each performance obligation within the scope of this Standard and to any other parts of the contract identified by paragraph 7(b).

(b) If the other Standards do not specify how to separate and/or initially measure one or more parts of the contract, then the entity shall apply this Standard to separate and/or initially measure the part (or parts) of the contract.

Aus7.1 For not-for-profit entities, a contract may also be partially within the scope of this Standard and partially within the scope of AASB 1058.

8 This Standard specifies the accounting for the incremental costs of obtaining a contract with a customer and for the costs incurred to fulfil a contract with a customer if those costs are not within the scope of another Standard (see paragraphs 91–104). An entity shall apply those paragraphs only to the costs incurred that relate to a contract with a customer (or part of that contract) that is within the scope of this Standard.

Recognition exemptions (paragraphs G22–G27)

Aus8.1 Except as specified in paragraph Aus8.2, a not-for-profit public sector licensor may elect not to apply the requirements in paragraphs 9–90 (and accompanying Application Guidance) to:

(a) *short-term licences*; and

(b) licences for which the transaction price is of low value.

Aus8.2 The option allowed in paragraph Aus8.1 is not available to licences that have variable consideration in their terms and conditions (see paragraphs 50–59 for identifying and accounting for variable consideration).

Aus8.3 If in accordance with paragraph Aus8.1 a not-for-profit public sector licensor elects not to apply the requirements in paragraphs 9–90 (and accompanying Application Guidance) to either short-term licences or licences for which the transaction price is of low value, the licensor shall recognise the revenue associated with those licences either at the point in time the licence is issued, or on a straight-line basis over the licence term or another systematic basis.

Aus8.4 If in accordance with paragraph Aus8.1 a not-for-profit public sector licensor elects not to apply the requirements in paragraphs 9–90 (and accompanying Application Guidance) to short-term licences, a licence shall be treated as if it is a new licence for the purposes of AASB 15 if there is:

(a) a modification to the scope of, or the consideration for, the licence; or

(b) any change in the term of the licence.

Aus8.5 The election for short-term licences under paragraph Aus8.1 shall be made by class of licence. A class of licences is a grouping of licences of a similar nature and similar rights and obligations attached to the licence. The election for licences for which the transaction price is of low value can be made on a licence-by-licence basis.

Recognition

Identifying the contract

9 **An entity shall account for a contract with a customer that is within the scope of this Standard only when all of the following criteria are met:**

(a) **the parties to the contract have approved the contract (in writing, orally or in accordance with other customary business practices) and are committed to perform their respective obligations;**

(b) **the entity can identify each party's rights regarding the goods or services to be transferred;**

(c) **the entity can identify the payment terms for the goods or services to be transferred;**

(d) **the contract has commercial substance (ie the risk, timing or amount of the entity's future cash flows is expected to change as a result of the contract); and**

(e) **it is probable that the entity will collect the consideration to which it will be entitled in exchange for the goods or services that will be transferred to the customer. In evaluating whether collectability of an amount of consideration is probable, an entity shall consider only the customer's ability and intention to pay that amount of consideration when it is due. The amount of consideration to which the entity will be entitled may be less than the price stated in the contract if the consideration is variable because the entity may offer the customer a price concession (see paragraph 52).**

Aus9.1 Notwithstanding paragraph 9, in respect of not-for-profit entities, if a contract that would otherwise be within the scope of AASB 15 does not meet the criteria in paragraph 9 as it is unenforceable or not sufficiently specific, it is not a contract with a customer within the scope of AASB 15 (see paragraph F5). An entity shall consider the requirements of AASB 1058 in accounting for such contracts.

10 A contract is an agreement between two or more parties that creates enforceable rights and obligations. Enforceability of the rights and obligations in a contract is a matter of law. Contracts can be written, oral or implied by an entity's customary business practices. The practices and processes for establishing contracts with customers vary across legal jurisdictions, industries and entities. In addition, they may vary within an entity (for example, they may depend on the class of customer or the nature of the promised goods or services). An entity shall consider those practices and processes in determining whether and when an agreement with a customer creates enforceable rights and obligations.

11 Some contracts with customers may have no fixed duration and can be terminated or modified by either party at any time. Other contracts may automatically renew on a periodic basis that is specified in the contract. An entity shall apply this Standard to the duration of the contract (ie the contractual period) in which the parties to the contract have present enforceable rights and obligations.

12 For the purpose of applying this Standard, a contract does not exist if each party to the contract has the unilateral enforceable right to terminate a wholly unperformed contract without compensating the other party (or parties). A contract is wholly unperformed if both of the following criteria are met:

(a) the entity has not yet transferred any promised goods or services to the customer; and

(b) the entity has not yet received, and is not yet entitled to receive, any consideration in exchange for promised goods or services.

13 If a contract with a customer meets the criteria in paragraph 9 at contract inception, an entity shall not reassess those criteria unless there is an indication of a significant change in facts and circumstances. For example, if a customer's ability to pay the consideration deteriorates significantly, an entity would reassess whether it is probable that the entity will collect the consideration to which the entity will be entitled in exchange for the remaining goods or services that will be transferred to the customer.

14 If a contract with a customer does not meet the criteria in paragraph 9, an entity shall continue to assess the contract to determine whether the criteria in paragraph 9 are subsequently met.

15 When a contract with a customer does not meet the criteria in paragraph 9 and an entity receives consideration from the customer, the entity shall recognise the consideration received as revenue only when either of the following events has occurred:

(a) the entity has no remaining obligations to transfer goods or services to the customer and all, or substantially all, of the consideration promised by the customer has been received by the entity and is non-refundable; or

(b) the contract has been terminated and the consideration received from the customer is non-refundable.

16 An entity shall recognise the consideration received from a customer as a liability until one of the events in paragraph 15 occurs or until the criteria in paragraph 9 are subsequently met (see paragraph 14). Depending on the facts and circumstances relating to the contract, the liability recognised represents the entity's obligation to either transfer goods or services in the future or refund the consideration received. In either case, the liability shall be measured at the amount of consideration received from the customer.

Combination of contracts

17 An entity shall combine two or more contracts entered into at or near the same time with the same customer (or related parties of the customer) 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 a single commercial objective;

(b) the amount of consideration to be paid in one contract depends on the price or performance of the other contract; or

(c) the goods or services promised in the contracts (or some goods or services promised in each of the contracts) are a single performance obligation in accordance with paragraphs 22–30.

Contract modifications

18 A contract modification is a change in the scope or price (or both) of a contract that is approved by the parties to the contract. In some industries and jurisdictions, a contract modification may be described as a change order, a variation or an amendment. A contract modification exists when the parties to a contract approve a modification that either creates new or changes existing enforceable rights and obligations of the parties to the contract. A contract modification could be approved in writing, by oral agreement or implied by customary business practices. If the parties to the contract have not approved a contract modification, an entity shall continue to apply this Standard to the existing contract until the contract modification is approved.

19 A contract modification may exist even though the parties to the contract have a dispute about the scope or price (or both) of the modification or the parties have approved a change in the scope of the contract but have not yet determined the corresponding change in price. In determining whether the rights and obligations that are created or changed by a modification are enforceable, an entity shall consider all relevant facts and circumstances including the terms of the contract and other evidence. If the parties to a contract have approved a change in the scope of the contract but have not yet determined the corresponding change in price, an entity shall estimate the change to the transaction price arising from the modification in accordance with paragraphs 50–54 on estimating variable consideration and paragraphs 56–58 on constraining estimates of variable consideration.

20 An entity shall account for a contract modification as a separate contract if both of the following conditions are present:

(a) the scope of the contract increases because of the addition of promised goods or services that are distinct (in accordance with paragraphs 26–30); and

(b) the price of the contract increases by an amount of consideration that reflects the entity's *stand-alone selling prices* of the additional promised goods or services and any appropriate adjustments to that price to reflect the circumstances of the particular contract. For example, an entity may adjust the stand-alone selling price of an additional good or service for a discount that the customer receives, because it is not necessary for the entity to incur the selling-related costs that it would incur when selling a similar good or service to a new customer.

21 If a contract modification is not accounted for as a separate contract in accordance with paragraph 20, an entity shall account for the promised goods or services not yet transferred at the date of the contract modification (ie the remaining promised goods or services) in whichever of the following ways is applicable:

(a) An entity shall account for the contract modification as if it were a termination of the existing contract and the creation of a new contract, if the remaining goods or services are distinct from the goods or services transferred on or before the date of the contract modification. The amount of consideration to be allocated to the remaining performance obligations (or to the remaining distinct goods or services in a single performance obligation identified in accordance with paragraph 22(b)) is the sum of:

(i) the consideration promised by the customer (including amounts already received from the customer) that was included in the estimate of the transaction price and that had not been recognised as revenue; and

(ii) the consideration promised as part of the contract modification.

(b) An entity shall account for the contract modification as if it were a part of the existing contract if the remaining goods or services are not distinct and, therefore, form part of a single performance obligation that is partially satisfied at the date of the contract modification. The effect that the contract modification has on the transaction price, and on the entity's measure of progress towards complete satisfaction of the performance obligation, is recognised as an adjustment to revenue (either as an increase in or a reduction of revenue) at the date of the contract modification (ie the adjustment to revenue is made on a cumulative catch-up basis).

(c) If the remaining goods or services are a combination of items (a) and (b), then the entity shall account for the effects of the modification on the unsatisfied (including partially unsatisfied) performance obligations in the modified contract in a manner that is consistent with the objectives of this paragraph.

Identifying performance obligations

22 **At contract inception, an entity shall assess the goods or services promised in a contract with a customer and shall identify as a performance obligation each promise to transfer to the customer either:**

(a) a good or service (or a bundle of goods or services) that is distinct; or

(b) a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer (see paragraph 23).

23 A series of distinct goods or services has the same pattern of transfer to the customer if both of the following criteria are met:

(a) each distinct good or service in the series that the entity promises to transfer to the customer would meet the criteria in paragraph 35 to be a performance obligation satisfied over time; and

(b) in accordance with paragraphs 39–40, the same method would be used to measure the entity's progress towards complete satisfaction of the performance obligation to transfer each distinct good or service in the series to the customer.

Promises in contracts with customers

24 A contract with a customer generally explicitly states the goods or services that an entity promises to transfer to a customer. However, the performance obligations identified in a contract with a customer may not be limited to the goods or services that are explicitly stated in that contract. This is because a contract with a customer may also include promises that are implied by an entity's customary business practices, published policies or specific statements if, at the time of entering into the contract, those promises create a valid expectation of the customer that the entity will transfer a good or service to the customer.

25 Performance obligations do not include activities that an entity must undertake to fulfil a contract unless those activities transfer a good or service to a customer. For example, a services provider may need to perform various administrative tasks to set up a contract. The performance of those tasks does not transfer a service to the customer as the tasks are performed. Therefore, those setup activities are not a performance obligation.

Distinct goods or services

26 Depending on the contract, promised goods or services may include, but are not limited to, the following:

(a) sale of goods produced by an entity (for example, inventory of a manufacturer);

(b) resale of goods purchased by an entity (for example, merchandise of a retailer);

(c) resale of rights to goods or services purchased by an entity (for example, a ticket resold by an entity acting as a principal, as described in paragraphs B34–B38);

(d) performing a contractually agreed-upon task (or tasks) for a customer;

(e) providing a service of standing ready to provide goods or services (for example, unspecified updates to software that are provided on a when-and-if-available basis) or of making goods or services available for a customer to use as and when the customer decides;

(f) providing a service of arranging for another party to transfer goods or services to a customer (for example, acting as an agent of another party, as described in paragraphs B34–B38);

(g) granting rights to goods or services to be provided in the future that a customer can resell or provide to its customer (for example, an entity selling a product to a retailer promises to transfer an additional good or service to an individual who purchases the product from the retailer);

(h) constructing, manufacturing or developing an asset on behalf of a customer;

(i) granting licences (see paragraphs B52–B63B); and

(j) granting options to purchase additional goods or services (when those options provide a customer with a material right, as described in paragraphs B39–B43).

Aus26.1 Notwithstanding paragraph 26(i), a not-for-profit public sector licensor shall refer to Appendix G for guidance on accounting for revenue from licences issued.

27 A good or service that is promised to a customer is distinct if both of the following criteria are met:

(a) the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (ie the good or service is capable of being distinct); and

(b) the entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (ie the promise to transfer the good or service is distinct within the context of the contract).

28 A customer can benefit from a good or service in accordance with paragraph 27(a) if the good or service could be used, consumed, sold for an amount that is greater than scrap value or otherwise held in a way that generates economic benefits. For some goods or services, a customer may be able to benefit from a good or service on its own. For other goods or services, a customer may be able to benefit from the good or service only in conjunction with other readily available resources. A readily available resource is a good or service that is sold separately (by the entity or another entity) or a resource that the customer has already obtained from the entity (including goods or services that the entity will have already transferred to the customer under the contract) or from other transactions or events. Various factors may provide evidence that the customer can benefit from a good or service either on its own or in conjunction with other readily available resources. For example, the fact that the entity regularly sells a good or service separately would indicate that a customer can benefit from the good or service on its own or with other readily available resources.

29 In assessing whether an entity's promises to transfer goods or services to the customer are separately identifiable in accordance with paragraph 27(b), the objective is to determine whether the nature of the promise, within the context of the contract, is to transfer each of those goods or services individually or, instead, to transfer a combined item or items to which the promised goods or services are inputs. Factors that indicate that two or more promises to transfer goods or services to a customer are not separately identifiable include, but are not limited to, the following:

(a) the entity provides a significant service of integrating the goods or services with other goods or services promised in the contract into a bundle of goods or services that represent the combined output or outputs for which the customer has contracted. In other words, the entity is using the goods or services as inputs to produce or deliver the combined output or outputs specified by the customer. A combined output or outputs might include more than one phase, element or unit.

(b) one or more of the goods or services significantly modifies or customises, or are significantly modified or customised by, one or more of the other goods or services promised in the contract.

(c) the goods or services are highly interdependent or highly interrelated. In other words, each of the goods or services is significantly affected by one or more of the other goods or services in the contract. For example, in some cases, two or more goods or services are significantly affected by each other because the entity would not be able to fulfil its promise by transferring each of the goods or services independently.

30 If a promised good or service is not distinct, an entity shall combine that good or service with other promised goods or services until it identifies a bundle of goods or services that is distinct. In some cases, that would result in the entity accounting for all the goods or services promised in a contract as a single performance obligation.

Satisfaction of performance obligations

31 **An entity shall recognise revenue when (or as) the entity satisfies a performance obligation by transferring a promised good or service (ie an asset) to a customer. An asset is transferred when (or as) the customer obtains control of that asset.**

32 For each performance obligation identified in accordance with paragraphs 22–30, an entity shall determine at contract inception whether it satisfies the performance obligation over time (in accordance with paragraphs 35–37) or satisfies the performance obligation at a point in time (in accordance with paragraph 38). If an entity does not satisfy a performance obligation over time, the performance obligation is satisfied at a point in time.

33 Goods and services are assets, even if only momentarily, when they are received and used (as in the case of many services). Control of an asset refers to the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. Control includes the ability to prevent other entities from directing the use of, and obtaining the benefits from, an asset. The benefits of an asset are the potential cash flows (inflows or savings in outflows) that can be obtained directly or indirectly in many ways, such as by:

(a) using the asset to produce goods or provide services (including public services);

(b) using the asset to enhance the value of other assets;

(c) using the asset to settle liabilities or reduce expenses;

(d) selling or exchanging the asset;

(e) pledging the asset to secure a loan; and

(f) holding the asset.

34 When evaluating whether a customer obtains control of an asset, an entity shall consider any agreement to repurchase the asset (see paragraphs B64–B76).

Performance obligations satisfied over time

35 An entity transfers control of a good or service over time and, therefore, satisfies a performance obligation and recognises revenue over time, if one of the following criteria is met:

(a) the customer simultaneously receives and consumes the benefits provided by the entity's performance as the entity performs (see paragraphs B3–B4);

(b) the entity's performance creates or enhances an asset (for example, work in progress) that the customer controls as the asset is created or enhanced (see paragraph B5); or

(c) the entity's performance does not create an asset with an alternative use to the entity (see paragraph 36) and the entity has an enforceable right to payment for performance completed to date (see paragraph 37).

36 An asset created by an entity's performance does not have an alternative use to an entity if the entity is either restricted contractually from readily directing the asset for another use during the creation or enhancement of that asset or limited practically from readily directing the asset in its completed state for another use. The assessment of whether an asset has an alternative use to the entity is made at contract inception. After contract inception, an entity shall not update the assessment of the alternative use of an asset unless the parties to the contract approve a contract modification that substantively changes the performance obligation. Paragraphs B6–B8 provide guidance for assessing whether an asset has an alternative use to an entity.

37 An entity shall consider the terms of the contract, as well as any laws that apply to the contract, when evaluating whether it has an enforceable right to payment for performance completed to date in accordance with paragraph 35(c). The right to payment for performance completed to date does not need to be for a fixed amount. However, at all times throughout the duration of the contract, the entity must be entitled to an amount that at least compensates the entity for performance completed to date if the contract is terminated by the customer or another party for reasons other than the entity's failure to perform as promised. Paragraphs B9–B13 provide guidance for assessing the existence and enforceability of a right to payment and whether an entity's right to payment would entitle the entity to be paid for its performance completed to date.

Performance obligations satisfied at a point in time

38 If a performance obligation is not satisfied over time in accordance with paragraphs 35–37, an entity satisfies the performance obligation at a point in time. To determine the point in time at which a customer obtains control of a promised asset and the entity satisfies a performance obligation, the entity shall consider the requirements for control in paragraphs 31–34. In addition, an entity shall consider indicators of the transfer of control, which include, but are not limited to, the following:

(a) The entity has a present right to payment for the asset—if a customer is presently obliged to pay for an asset, then that may indicate that the customer has obtained the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset in exchange.

(b) The customer has legal title to the asset—legal title may indicate which party to a contract has the ability to direct the use of, and obtain substantially all of the remaining benefits from, an asset or to restrict the access of other entities to those benefits. Therefore, the transfer of legal title of an asset may indicate that the customer has obtained control of the asset. If an entity retains legal title solely as protection against the customer's failure to pay, those rights of the entity would not preclude the customer from obtaining control of an asset.

(c) The entity has transferred physical possession of the asset—the customer's physical possession of an asset may indicate that the customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset or to restrict the access of other entities to those benefits. However, physical possession may not coincide with control of an asset. For example, in some repurchase agreements and in some consignment arrangements, a customer or consignee may have physical possession of an asset that the entity controls. Conversely, in some bill-and-hold arrangements, the entity may have physical possession of an asset that the customer controls. Paragraphs B64–B76, B77–B78 and B79–B82 provide guidance on accounting for repurchase agreements, consignment arrangements and bill-and-hold arrangements, respectively.

(d) The customer has the significant risks and rewards of ownership of the asset—the transfer of the significant risks and rewards of ownership of an asset to the customer may indicate that the customer has obtained the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. However, when evaluating the risks and rewards of ownership of a promised asset, an entity shall exclude any risks that give rise to a separate performance obligation in addition to the performance obligation to transfer the asset. For example, an entity may have transferred control of an asset to a customer but not yet satisfied an additional performance obligation to provide maintenance services related to the transferred asset.

(e) The customer has accepted the asset—the customer's acceptance of an asset may indicate that it has obtained the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. To evaluate the effect of a contractual customer acceptance clause on when control of an asset is transferred, an entity shall consider the guidance in paragraphs B83–B86.

Measuring progress towards complete satisfaction of a performance obligation

39 For each performance obligation satisfied over time in accordance with paragraphs 35–37, an entity shall recognise revenue over time by measuring the progress towards complete satisfaction of that performance obligation. The objective when measuring progress is to depict an entity's performance in transferring control of goods or services promised to a customer (ie the satisfaction of an entity's performance obligation).

40 An entity shall apply a single method of measuring progress for each performance obligation satisfied over time and the entity shall apply that method consistently to similar performance obligations and in similar circumstances. At the end of each reporting period, an entity shall remeasure its progress towards complete satisfaction of a performance obligation satisfied over time.

Methods for measuring progress

41 Appropriate methods of measuring progress include output methods and input methods. Paragraphs B14–B19 provide guidance for using output methods and input methods to measure an entity's progress towards complete satisfaction of a performance obligation. In determining the appropriate method for measuring progress, an entity shall consider the nature of the good or service that the entity promised to transfer to the customer.

42 When applying a method for measuring progress, an entity shall exclude from the measure of progress any goods or services for which the entity does not transfer control to a customer. Conversely, an entity shall include in the measure of progress any goods or services for which the entity does transfer control to a customer when satisfying that performance obligation.

43 As circumstances change over time, an entity shall update its measure of progress to reflect any changes in the outcome of the performance obligation. Such changes to an entity's measure of progress shall be accounted for as a change in accounting estimate in accordance with AASB 108 *Accounting Policies, Changes in Accounting Estimates and Errors*.

Reasonable measures of progress

44 An entity shall recognise revenue for a performance obligation satisfied over time only if the entity can reasonably measure its progress towards complete satisfaction of the performance obligation. An entity would not be able to reasonably measure its progress towards complete satisfaction of a performance obligation if it lacks reliable information that would be required to apply an appropriate method of measuring progress.

45 In some circumstances (for example, in the early stages of a contract), an entity may not be able to reasonably measure the outcome of a performance obligation, but the entity expects to recover the costs incurred in satisfying the performance obligation. In those circumstances, the entity shall recognise revenue only to the extent of the costs incurred until such time that it can reasonably measure the outcome of the performance obligation.

Measurement

46 When (or as) a performance obligation is satisfied, an entity shall recognise as revenue the amount of the transaction price (which excludes estimates of variable consideration that are constrained in accordance with paragraphs 56–58) that is allocated to that performance obligation.

Determining the transaction price

47 An entity shall consider the terms of the contract and its customary business practices to determine the transaction price. The transaction price is the amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third parties (for example, some sales taxes). The consideration promised in a contract with a customer may include fixed amounts, variable amounts, or both.

48 The nature, timing and amount of consideration promised by a customer affect the estimate of the transaction price. When determining the transaction price, an entity shall consider the effects of all of the following:

(a) variable consideration (see paragraphs 50–55 and 59);

(b) constraining estimates of variable consideration (see paragraphs 56–58);

(c) the existence of a significant financing component in the contract (see paragraphs 60–65);

(d) non-cash consideration (see paragraphs 66–69); and

(e) consideration payable to a customer (see paragraphs 70–72).

49 For the purpose of determining the transaction price, an entity shall assume that the goods or services will be transferred to the customer as promised in accordance with the existing contract and that the contract will not be cancelled, renewed or modified.

Variable consideration

50 If the consideration promised in a contract includes a variable amount, an entity shall estimate the amount of consideration to which the entity will be entitled in exchange for transferring the promised goods or services to a customer.

51 An amount of consideration can vary because of discounts, rebates, refunds, credits, price concessions, incentives, performance bonuses, penalties or other similar items. The promised consideration can also vary if an entity's entitlement to the consideration is contingent on the occurrence or non-occurrence of a future event. For example, an amount of consideration would be variable if either a product was sold with a right of return or a fixed amount is promised as a performance bonus on achievement of a specified milestone.

52 The variability relating to the consideration promised by a customer may be explicitly stated in the contract. In addition to the terms of the contract, the promised consideration is variable if either of the following circumstances exists:

(a) the customer has a valid expectation arising from an entity's customary business practices, published policies or specific statements that the entity will accept an amount of consideration that is less than the price stated in the contract. That is, it is expected that the entity will offer a price concession. Depending on the jurisdiction, industry or customer this offer may be referred to as a discount, rebate, refund or credit.

(b) other facts and circumstances indicate that the entity's intention, when entering into the contract with the customer, is to offer a price concession to the customer.

53 An entity shall estimate an amount of variable consideration by using either of the following methods, depending on which method the entity expects to better predict the amount of consideration to which it will be entitled:

(a) The expected value—the expected value is the sum of probability-weighted amounts in a range of possible consideration amounts. An expected value may be an appropriate estimate of the amount of variable consideration if an entity has a large number of contracts with similar characteristics.

(b) The most likely amount—the most likely amount is the single most likely amount in a range of possible consideration amounts (ie the single most likely outcome of the contract). The most likely amount may be an appropriate estimate of the amount of variable consideration if the contract has only two possible outcomes (for example, an entity either achieves a performance bonus or does not).

54 An entity shall apply one method consistently throughout the contract when estimating the effect of an uncertainty on an amount of variable consideration to which the entity will be entitled. In addition, an entity shall consider all the information (historical, current and forecast) that is reasonably available to the entity and shall identify a reasonable number of possible consideration amounts. The information that an entity uses to estimate the amount of variable consideration would typically be similar to the information that the entity's management uses during the bid-and-proposal process and in establishing prices for promised goods or services.

Refund liabilities

55 An entity shall recognise a refund liability if the entity receives consideration from a customer and expects to refund some or all of that consideration to the customer. A refund liability is measured at the amount of consideration received (or receivable) for which the entity does not expect to be entitled (ie amounts not included in the transaction price). The refund liability (and corresponding change in the transaction price and, therefore, the *contract liability*) shall be updated at the end of each reporting period for changes in circumstances. To account for a refund liability relating to a sale with a right of return, an entity shall apply the guidance in paragraphs B20–B27.

Constraining estimates of variable consideration

56 An entity shall include in the transaction price some or all of an amount of variable consideration estimated in accordance with paragraph 53 only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

57 In assessing whether it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur once the uncertainty related to the variable consideration is subsequently resolved, an entity shall consider both the likelihood and the magnitude of the revenue reversal. Factors that could increase the likelihood or the magnitude of a revenue reversal include, but are not limited to, any of the following:

(a) the amount of consideration is highly susceptible to factors outside the entity's influence. Those factors may include volatility in a market, the judgement or actions of third parties, weather conditions and a high risk of obsolescence of the promised good or service.

(b) the uncertainty about the amount of consideration is not expected to be resolved for a long period of time.

(c) the entity's experience (or other evidence) with similar types of contracts is limited, or that experience (or other evidence) has limited predictive value.

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(d) the entity has a practice of either offering a broad range of price concessions or changing the payment terms and conditions of similar contracts in similar circumstances.

(e) the contract has a large number and broad range of possible consideration amounts.

58 An entity shall apply paragraph B63 to account for consideration in the form of a sales-based or usage-based royalty that is promised in exchange for a licence of intellectual property.

Reassessment of variable consideration

59 At the end of each reporting period, an entity shall update the estimated transaction price (including updating its assessment of whether an estimate of variable consideration is constrained) to represent faithfully the circumstances present at the end of the reporting period and the changes in circumstances during the reporting period. The entity shall account for changes in the transaction price in accordance with paragraphs 87–90.

The existence of a significant financing component in the contract

60 In determining the transaction price, an entity shall adjust the promised amount of consideration for the effects of the time value of money if the timing of payments agreed to by the parties to the contract (either explicitly or implicitly) provides the customer or the entity with a significant benefit of financing the transfer of goods or services to the customer. In those circumstances, the contract contains a significant financing component. A significant financing component may exist regardless of whether the promise of financing is explicitly stated in the contract or implied by the payment terms agreed to by the parties to the contract.

61 The objective when adjusting the promised amount of consideration for a significant financing component is for an entity to recognise revenue at an amount that reflects the price that a customer would have paid for the promised goods or services if the customer had paid cash for those goods or services when (or as) they transfer to the customer (ie the cash selling price). An entity shall consider all relevant facts and circumstances in assessing whether a contract contains a financing component and whether that financing component is significant to the contract, including both of the following:

(a) the difference, if any, between the amount of promised consideration and the cash selling price of the promised goods or services; and

(b) the combined effect of both of the following:

(i) the expected length of time between when the entity transfers the promised goods or services to the customer and when the customer pays for those goods or services; and

(ii) the prevailing interest rates in the relevant market.

62 Notwithstanding the assessment in paragraph 61, a contract with a customer would not have a significant financing component if any of the following factors exist:

(a) the customer paid for the goods or services in advance and the timing of the transfer of those goods or services is at the discretion of the customer.

(b) a substantial amount of the consideration promised by the customer is variable and the amount or timing of that consideration varies on the basis of the occurrence or non-occurrence of a future event that is not substantially within the control of the customer or the entity (for example, if the consideration is a sales-based royalty).

(c) the difference between the promised consideration and the cash selling price of the good or service (as described in paragraph 61) arises for reasons other than the provision of finance to either the customer or the entity, and the difference between those amounts is proportional to the reason for the difference. For example, the payment terms might provide the entity or the customer with protection from the other party failing to adequately complete some or all of its obligations under the contract.

63 As a practical expedient, an entity need not adjust the promised amount of consideration for the effects of a significant financing component if the entity expects, at contract inception, that the period between when the entity transfers a promised good or service to a customer and when the customer pays for that good or service will be one year or less.

64 To meet the objective in paragraph 61 when adjusting the promised amount of consideration for a significant financing component, an entity shall use the discount rate that would be reflected in a separate financing transaction between the entity and its customer at contract inception. That rate would reflect the credit characteristics of the party receiving financing in the contract, as well as any collateral or security

provided by the customer or the entity, including assets transferred in the contract. An entity may be able to determine that rate by identifying the rate that discounts the nominal amount of the promised consideration to the price that the customer would pay in cash for the goods or services when (or as) they transfer to the customer. After contract inception, an entity shall not update the discount rate for changes in interest rates or other circumstances (such as a change in the assessment of the customer's credit risk).

65 An entity shall present the effects of financing (interest revenue or interest expense) separately from revenue from contracts with customers in the statement of comprehensive income. Interest revenue or interest expense is recognised only to the extent that a *contract asset* (or receivable) or a contract liability is recognised in accounting for a contract with a customer.

Non-cash consideration

66 To determine the transaction price for contracts in which a customer promises consideration in a form other than cash, an entity shall measure the non-cash consideration (or promise of non-cash consideration) at fair value.

67 If an entity cannot reasonably estimate the fair value of the non-cash consideration, the entity shall measure the consideration indirectly by reference to the stand-alone selling price of the goods or services promised to the customer (or class of customer) in exchange for the consideration.

68 The fair value of the non-cash consideration may vary because of the form of the consideration (for example, a change in the price of a share to which an entity is entitled to receive from a customer). If the fair value of the non-cash consideration promised by a customer varies for reasons other than only the form of the consideration (for example, the fair value could vary because of the entity's performance), an entity shall apply the requirements in paragraphs 56–58.

69 If a customer contributes goods or services (for example, materials, equipment or labour) to facilitate an entity's fulfilment of the contract, the entity shall assess whether it obtains control of those contributed goods or services. If so, the entity shall account for the contributed goods or services as non-cash consideration received from the customer.

Consideration payable to a customer

70 Consideration payable to a customer includes cash amounts that an entity pays, or expects to pay, to the customer (or to other parties that purchase the entity's goods or services from the customer). Consideration payable to a customer also includes credit or other items (for example, a coupon or voucher) that can be applied against amounts owed to the entity (or to other parties that purchase the entity's goods or services from the customer). An entity shall account for consideration payable to a customer as a reduction of the transaction price and, therefore, of revenue unless the payment to the customer is in exchange for a distinct good or service (as described in paragraphs 26–30) that the customer transfers to the entity. If the consideration payable to a customer includes a variable amount, an entity shall estimate the transaction price (including assessing whether the estimate of variable consideration is constrained) in accordance with paragraphs 50–58.

71 If consideration payable to a customer is a payment for a distinct good or service from the customer, then an entity shall account for the purchase of the good or service in the same way that it accounts for other purchases from suppliers. If the amount of consideration payable to the customer exceeds the fair value of the distinct good or service that the entity receives from the customer, then the entity shall account for such an excess as a reduction of the transaction price. If the entity cannot reasonably estimate the fair value of the good or service received from the customer, it shall account for all of the consideration payable to the customer as a reduction of the transaction price.

72 Accordingly, if consideration payable to a customer is accounted for as a reduction of the transaction price, an entity shall recognise the reduction of revenue when (or as) the later of either of the following events occurs:

(a) the entity recognises revenue for the transfer of the related goods or services to the customer; and

(b) the entity pays or promises to pay the consideration (even if the payment is conditional on a future event). That promise might be implied by the entity's customary business practices.

Allocating the transaction price to performance obligations

73 The objective when allocating the transaction price is for an entity to allocate the transaction price to each performance obligation (or distinct good or service) in an amount that depicts the amount of

consideration to which the entity expects to be entitled in exchange for transferring the promised goods or services to the customer.

74 To meet the allocation objective, an entity shall allocate the transaction price to each performance obligation identified in the contract on a relative stand-alone selling price basis in accordance with paragraphs 76–80, except as specified in paragraphs 81–83 (for allocating discounts) and paragraphs 84–86 (for allocating consideration that includes variable amounts).

75 Paragraphs 76–86 do not apply if a contract has only one performance obligation. However, paragraphs 84–86 may apply if an entity promises to transfer a series of distinct goods or services identified as a single performance obligation in accordance with paragraph 22(b) and the promised consideration includes variable amounts.

Allocation based on stand-alone selling prices

76 To allocate the transaction price to each performance obligation on a relative stand-alone selling price basis, an entity shall determine the stand-alone selling price at contract inception of the distinct good or service underlying each performance obligation in the contract and allocate the transaction price in proportion to those stand-alone selling prices.

77 The stand-alone selling price is the price at which an entity would sell a promised good or service separately to a customer. The best evidence of a stand-alone selling price is the observable price of a good or service when the entity sells that good or service separately in similar circumstances and to similar customers. A contractually stated price or a list price for a good or service may be (but shall not be presumed to be) the stand-alone selling price of that good or service.

78 If a stand-alone selling price is not directly observable, an entity shall estimate the stand-alone selling price at an amount that would result in the allocation of the transaction price meeting the allocation objective in paragraph 73. When estimating a stand-alone selling price, an entity shall consider all information (including market conditions, entity-specific factors and information about the customer or class of customer) that is reasonably available to the entity. In doing so, an entity shall maximise the use of observable inputs and apply estimation methods consistently in similar circumstances.

79 Suitable methods for estimating the stand-alone selling price of a good or service include, but are not limited to, the following:

(a) Adjusted market assessment approach—an entity could evaluate the market in which it sells goods or services and estimate the price that a customer in that market would be willing to pay for those goods or services. That approach might also include referring to prices from the entity's competitors for similar goods or services and adjusting those prices as necessary to reflect the entity's costs and margins.

(b) Expected cost plus a margin approach—an entity could forecast its expected costs of satisfying a performance obligation and then add an appropriate margin for that good or service.

(c) Residual approach—an entity may estimate the stand-alone selling price by reference to the total transaction price less the sum of the observable stand-alone selling prices of other goods or services promised in the contract. However, an entity may use a residual approach to estimate, in accordance with paragraph 78, the stand-alone selling price of a good or service only if one of the following criteria is met:

    (i) the entity sells the same good or service to different customers (at or near the same time) for a broad range of amounts (ie the selling price is highly variable because a representative stand-alone selling price is not discernible from past transactions or other observable evidence); or

    (ii) the entity has not yet established a price for that good or service and the good or service has not previously been sold on a stand-alone basis (ie the selling price is uncertain).

80 A combination of methods may need to be used to estimate the stand-alone selling prices of the goods or services promised in the contract if two or more of those goods or services have highly variable or uncertain stand-alone selling prices. For example, an entity may use a residual approach to estimate the aggregate stand-alone selling price for those promised goods or services with highly variable or uncertain stand-alone selling prices and then use another method to estimate the stand-alone selling prices of the individual goods or services relative to that estimated aggregate stand-alone selling price determined by the residual approach. When an entity uses a combination of methods to estimate the stand-alone selling price of each promised good or service in the contract, the entity shall evaluate whether allocating the transaction price at those estimated stand-alone selling prices would be consistent with the allocation objective in paragraph 73 and the requirements for estimating stand-alone selling prices in paragraph 78.

Allocation of a discount

81 A customer receives a discount for purchasing a bundle of goods or services if the sum of the stand-alone selling prices of those promised goods or services in the contract exceeds the promised consideration in a contract. Except when an entity has observable evidence in accordance with paragraph 82 that the entire discount relates to only one or more, but not all, performance obligations in a contract, the entity shall allocate a discount proportionately to all performance obligations in the contract. The proportionate allocation of the discount in those circumstances is a consequence of the entity allocating the transaction price to each performance obligation on the basis of the relative stand-alone selling prices of the underlying distinct goods or services.

82 An entity shall allocate a discount entirely to one or more, but not all, performance obligations in the contract if all of the following criteria are met:

(a) the entity regularly sells each distinct good or service (or each bundle of distinct goods or services) in the contract on a stand-alone basis;

(b) the entity also regularly sells on a stand-alone basis a bundle (or bundles) of some of those distinct goods or services at a discount to the stand-alone selling prices of the goods or services in each bundle; and

(c) the discount attributable to each bundle of goods or services described in paragraph 82(b) is substantially the same as the discount in the contract and an analysis of the goods or services in each bundle provides observable evidence of the performance obligation (or performance obligations) to which the entire discount in the contract belongs.

83 If a discount is allocated entirely to one or more performance obligations in the contract in accordance with paragraph 82, an entity shall allocate the discount before using the residual approach to estimate the stand-alone selling price of a good or service in accordance with paragraph 79(c).

Allocation of variable consideration

84 Variable consideration that is promised in a contract may be attributable to the entire contract or to a specific part of the contract, such as either of the following:

(a) one or more, but not all, performance obligations in the contract (for example, a bonus may be contingent on an entity transferring a promised good or service within a specified period of time); or

(b) one or more, but not all, distinct goods or services promised in a series of distinct goods or services that forms part of a single performance obligation in accordance with paragraph 22(b) (for example, the consideration promised for the second year of a two-year cleaning service contract will increase on the basis of movements in a specified inflation index).

85 An entity shall allocate a variable amount (and subsequent changes to that amount) entirely to a performance obligation or to a distinct good or service that forms part of a single performance obligation in accordance with paragraph 22(b) if both of the following criteria are met:

(a) the terms of a variable payment relate specifically to the entity's efforts to satisfy the performance obligation or transfer the distinct good or service (or to a specific outcome from satisfying the performance obligation or transferring the distinct good or service); and

(b) allocating the variable amount of consideration entirely to the performance obligation or the distinct good or service is consistent with the allocation objective in paragraph 73 when considering all of the performance obligations and payment terms in the contract.

86 The allocation requirements in paragraphs 73–83 shall be applied to allocate the remaining amount of the transaction price that does not meet the criteria in paragraph 85.

Changes in the transaction price

87 After contract inception, the transaction price can change for various reasons, including the resolution of uncertain events or other changes in circumstances that change the amount of consideration to which an entity expects to be entitled in exchange for the promised goods or services.

88 An entity shall allocate to the performance obligations in the contract any subsequent changes in the transaction price on the same basis as at contract inception. Consequently, an entity shall not reallocate the transaction price to reflect changes in stand-alone selling prices after contract inception. Amounts allocated

to a satisfied performance obligation shall be recognised as revenue, or as a reduction of revenue, in the period in which the transaction price changes.

89 An entity shall allocate a change in the transaction price entirely to one or more, but not all, performance obligations or distinct goods or services promised in a series that forms part of a single performance obligation in accordance with paragraph 22(b) only if the criteria in paragraph 85 on allocating variable consideration are met.

90 An entity shall account for a change in the transaction price that arises as a result of a contract modification in accordance with paragraphs 18–21. However, for a change in the transaction price that occurs after a contract modification, an entity shall apply paragraphs 87–89 to allocate the change in the transaction price in whichever of the following ways is applicable:

(a) An entity shall allocate the change in the transaction price to the performance obligations identified in the contract before the modification if, and to the extent that, the change in the transaction price is attributable to an amount of variable consideration promised before the modification and the modification is accounted for in accordance with paragraph 21(a).

(b) In all other cases in which the modification was not accounted for as a separate contract in accordance with paragraph 20, an entity shall allocate the change in the transaction price to the performance obligations in the modified contract (ie the performance obligations that were unsatisfied or partially unsatisfied immediately after the modification).

Contract costs

Incremental costs of obtaining a contract

91 An entity shall recognise as an asset the incremental costs of obtaining a contract with a customer if the entity expects to recover those costs.

92 The incremental costs of obtaining a contract are those costs that an entity incurs to obtain a contract with a customer that it would not have incurred if the contract had not been obtained (for example, a sales commission).

93 Costs to obtain a contract that would have been incurred regardless of whether the contract was obtained shall be recognised as an expense when incurred, unless those costs are explicitly chargeable to the customer regardless of whether the contract is obtained.

94 As a practical expedient, an entity may recognise the incremental costs of obtaining a contract as an expense when incurred if the amortisation period of the asset that the entity otherwise would have recognised is one year or less.

Costs to fulfil a contract

95 If the costs incurred in fulfilling a contract with a customer are not within the scope of another Standard (for example, AASB 102 *Inventories*, AASB 116 *Property, Plant and Equipment* or AASB 138 *Intangible Assets*), an entity shall recognise an asset from the costs incurred to fulfil a contract only if those costs meet all of the following criteria:

(a) the costs relate directly to a contract or to an anticipated contract that the entity can specifically identify (for example, costs relating to services to be provided under renewal of an existing contract or costs of designing an asset to be transferred under a specific contract that has not yet been approved);

(b) the costs generate or enhance resources of the entity that will be used in satisfying (or in continuing to satisfy) performance obligations in the future; and

(c) the costs are expected to be recovered.

96 For costs incurred in fulfilling a contract with a customer that are within the scope of another Standard, an entity shall account for those costs in accordance with those other Standards.

97 Costs that relate directly to a contract (or a specific anticipated contract) include any of the following:

(a) direct labour (for example, salaries and wages of employees who provide the promised services directly to the customer);

(b) direct materials (for example, supplies used in providing the promised services to a customer);

(c) allocations of costs that relate directly to the contract or to contract activities (for example, costs of contract management and supervision, insurance and depreciation of tools, equipment and right-of-use assets used in fulfilling the contract);

(d) costs that are explicitly chargeable to the customer under the contract; and

(e) other costs that are incurred only because an entity entered into the contract (for example, payments to subcontractors).

98 An entity shall recognise the following costs as expenses when incurred:

(a) general and administrative costs (unless those costs are explicitly chargeable to the customer under the contract, in which case an entity shall evaluate those costs in accordance with paragraph 97);

(b) costs of wasted materials, labour or other resources to fulfil the contract that were not reflected in the price of the contract;

(c) costs that relate to satisfied performance obligations (or partially satisfied performance obligations) in the contract (ie costs that relate to past performance); and

(d) costs for which an entity cannot distinguish whether the costs relate to unsatisfied performance obligations or to satisfied performance obligations (or partially satisfied performance obligations).

Amortisation and impairment

99 An asset recognised in accordance with paragraph 91 or 95 shall be amortised on a systematic basis that is consistent with the transfer to the customer of the goods or services to which the asset relates. The asset may relate to goods or services to be transferred under a specific anticipated contract (as described in paragraph 95(a)).

100 An entity shall update the amortisation to reflect a significant change in the entity's expected timing of transfer to the customer of the goods or services to which the asset relates. Such a change shall be accounted for as a change in accounting estimate in accordance with AASB 108.

101 An entity shall recognise an impairment loss in profit or loss to the extent that the carrying amount of an asset recognised in accordance with paragraph 91 or 95 exceeds:

(a) the remaining amount of consideration that the entity expects to receive in exchange for the goods or services to which the asset relates; less

(b) the costs that relate directly to providing those goods or services and that have not been recognised as expenses (see paragraph 97).

102 For the purposes of applying paragraph 101 to determine the amount of consideration that an entity expects to receive, an entity shall use the principles for determining the transaction price (except for the requirements in paragraphs 56–58 on constraining estimates of variable consideration) and adjust that amount to reflect the effects of the customer's credit risk.

103 Before an entity recognises an impairment loss for an asset recognised in accordance with paragraph 91 or 95, the entity shall recognise any impairment loss for assets related to the contract that are recognised in accordance with another Standard (for example, AASB 102, AASB 116 and AASB 138). After applying the impairment test in paragraph 101, an entity shall include the resulting carrying amount of the asset recognised in accordance with paragraph 91 or 95 in the carrying amount of the cash-generating unit to which it belongs for the purpose of applying AASB 136 *Impairment of Assets* to that cash-generating unit.

104 An entity shall recognise in profit or loss a reversal of some or all of an impairment loss previously recognised in accordance with paragraph 101 when the impairment conditions no longer exist or have improved. The increased carrying amount of the asset shall not exceed the amount that would have been determined (net of amortisation) if no impairment loss had been recognised previously.

Presentation

105 When either party to a contract has performed, an entity shall present the contract in the statement of financial position as a contract asset or a contract liability, depending on the relationship between the entity's performance and the customer's payment. An entity shall present any unconditional rights to consideration separately as a receivable.

106 If a customer pays consideration, or an entity has a right to an amount of consideration that is unconditional (ie a receivable), before the entity transfers a good or service to the customer, the entity shall present the contract as a contract liability when the payment is made or the payment is due (whichever is earlier). A contract liability is an entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or an amount of consideration is due) from the customer.

107 If an entity performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, the entity shall present the contract as a contract asset, excluding any amounts presented as a receivable. A contract asset is an entity's right to consideration in exchange for goods or services that the entity has transferred to a customer. An entity shall assess a contract asset for impairment in accordance with AASB 9. An impairment of a contract asset shall be measured, presented and disclosed on the same basis as a financial asset that is within the scope of AASB 9 (see also paragraph 113(b)).

108 A receivable is an entity's right to consideration that is unconditional. A right to consideration is unconditional if only the passage of time is required before payment of that consideration is due. For example, an entity would recognise a receivable if it has a present right to payment even though that amount may be subject to refund in the future. An entity shall account for a receivable in accordance with AASB 9. Upon initial recognition of a receivable from a contract with a customer, any difference between the measurement of the receivable in accordance with AASB 9 and the corresponding amount of revenue recognised shall be presented as an expense (for example, as an impairment loss).

109 This Standard uses the terms 'contract asset' and 'contract liability' but does not prohibit an entity from using alternative descriptions in the statement of financial position for those items. If an entity uses an alternative description for a contract asset, the entity shall provide sufficient information for a user of the financial statements to distinguish between receivables and contract assets.

Disclosure

110 The objective of the disclosure requirements is for an entity to disclose sufficient information to enable users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. To achieve that objective, an entity shall disclose qualitative and quantitative information about all of the following:

(a) its contracts with customers (see paragraphs 113–122);

(b) the significant judgements, and changes in the judgements, made in applying this Standard to those contracts (see paragraphs 123–126); and

(c) any assets recognised from the costs to obtain or fulfil a contract with a customer in accordance with paragraph 91 or 95 (see paragraphs 127–128).

111 An entity shall consider the level of detail necessary to satisfy the disclosure objective and how much emphasis to place on each of the various requirements. An entity shall aggregate or disaggregate disclosures so that useful information is not obscured by either the inclusion of a large amount of insignificant detail or the aggregation of items that have substantially different characteristics.

112 An entity need not disclose information in accordance with this Standard if it has provided the information in accordance with another Standard.

Contracts with customers

113 An entity shall disclose all of the following amounts for the reporting period unless those amounts are presented separately in the statement of comprehensive income in accordance with other Standards:

(a) revenue recognised from contracts with customers, which the entity shall disclose separately from its other sources of revenue; and

(b) any impairment losses recognised (in accordance with AASB 9) on any receivables or contract assets arising from an entity's contracts with customers, which the entity shall disclose separately from impairment losses from other contracts.

Disaggregation of revenue

114 An entity shall disaggregate revenue recognised from contracts with customers into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. An entity shall apply the guidance in paragraphs B87–B89 when selecting the categories to use to disaggregate revenue.

115 In addition, an entity shall disclose sufficient information to enable users of financial statements to understand the relationship between the disclosure of disaggregated revenue (in accordance with paragraph 114) and revenue information that is disclosed for each reportable segment, if the entity applies AASB 8 *Operating Segments*.

Contract balances

116 An entity shall disclose all of the following:

(a) the opening and closing balances of receivables, contract assets and contract liabilities from contracts with customers, if not otherwise separately presented or disclosed;

(b) revenue recognised in the reporting period that was included in the contract liability balance at the beginning of the period; and

(c) revenue recognised in the reporting period from performance obligations satisfied (or partially satisfied) in previous periods (for example, changes in transaction price).

117 An entity shall explain how the timing of satisfaction of its performance obligations (see paragraph 119(a)) relates to the typical timing of payment (see paragraph 119(b)) and the effect that those factors have on the contract asset and the contract liability balances. The explanation provided may use qualitative information.

118 An entity shall provide an explanation of the significant changes in the contract asset and the contract liability balances during the reporting period. The explanation shall include qualitative and quantitative information. Examples of changes in the entity's balances of contract assets and contract liabilities include any of the following:

(a) changes due to business combinations;

(b) cumulative catch-up adjustments to revenue that affect the corresponding contract asset or contract liability, including adjustments arising from a change in the measure of progress, a change in an estimate of the transaction price (including any changes in the assessment of whether an estimate of variable consideration is constrained) or a contract modification;

(c) impairment of a contract asset;

(d) a change in the time frame for a right to consideration to become unconditional (ie for a contract asset to be reclassified to a receivable); and

(e) a change in the time frame for a performance obligation to be satisfied (ie for the recognition of revenue arising from a contract liability).

Performance obligations

119 An entity shall disclose information about its performance obligations in contracts with customers, including a description of all of the following:

(a) when the entity typically satisfies its performance obligations (for example, upon shipment, upon delivery, as services are rendered or upon completion of service), including when performance obligations are satisfied in a bill-and-hold arrangement;

(b) the significant payment terms (for example, when payment is typically due, whether the contract has a significant financing component, whether the consideration amount is variable and whether the estimate of variable consideration is typically constrained in accordance with paragraphs 56–58);

(c) the nature of the goods or services that the entity has promised to transfer, highlighting any performance obligations to arrange for another party to transfer goods or services (ie if the entity is acting as an agent);

(d) obligations for returns, refunds and other similar obligations; and

(e) types of warranties and related obligations.

Transaction price allocated to the remaining performance obligations

120 An entity shall disclose the following information about its remaining performance obligations:

(a) the aggregate amount of the transaction price allocated to the performance obligations that are unsatisfied (or partially unsatisfied) as of the end of the reporting period; and

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(b) an explanation of when the entity expects to recognise as revenue the amount disclosed in accordance with paragraph 120(a), which the entity shall disclose in either of the following ways:

(i) on a quantitative basis using the time bands that would be most appropriate for the duration of the remaining performance obligations; or

(ii) by using qualitative information.

121 As a practical expedient, an entity need not disclose the information in paragraph 120 for a performance obligation if either of the following conditions is met:

(a) the performance obligation is part of a contract that has an original expected duration of one year or less; or

(b) the entity recognises revenue from the satisfaction of the performance obligation in accordance with paragraph B16.

122 An entity shall explain qualitatively whether it is applying the practical expedient in paragraph 121 and whether any consideration from contracts with customers is not included in the transaction price and, therefore, not included in the information disclosed in accordance with paragraph 120. For example, an estimate of the transaction price would not include any estimated amounts of variable consideration that are constrained (see paragraphs 56–58).

Significant judgements in the application of this Standard

123 An entity shall disclose the judgements, and changes in the judgements, made in applying this Standard that significantly affect the determination of the amount and timing of revenue from contracts with customers. In particular, an entity shall explain the judgements, and changes in the judgements, used in determining both of the following:

(a) the timing of satisfaction of performance obligations (see paragraphs 124–125); and

(b) the transaction price and the amounts allocated to performance obligations (see paragraph 126).

Determining the timing of satisfaction of performance obligations

124 For performance obligations that an entity satisfies over time, an entity shall disclose both of the following:

(a) the methods used to recognise revenue (for example, a description of the output methods or input methods used and how those methods are applied); and

(b) an explanation of why the methods used provide a faithful depiction of the transfer of goods or services.

125 For performance obligations satisfied at a point in time, an entity shall disclose the significant judgements made in evaluating when a customer obtains control of promised goods or services.

Determining the transaction price and the amounts allocated to performance obligations

126 An entity shall disclose information about the methods, inputs and assumptions used for all of the following:

(a) determining the transaction price, which includes, but is not limited to, estimating variable consideration, adjusting the consideration for the effects of the time value of money and measuring non-cash consideration;

(b) assessing whether an estimate of variable consideration is constrained;

(c) allocating the transaction price, including estimating stand-alone selling prices of promised goods or services and allocating discounts and variable consideration to a specific part of the contract (if applicable); and

(d) measuring obligations for returns, refunds and other similar obligations.

Assets recognised from the costs to obtain or fulfil a contract with a customer

127 An entity shall describe both of the following:

(a) the judgements made in determining the amount of the costs incurred to obtain or fulfil a contract with a customer (in accordance with paragraph 91 or 95); and

(b) the method it uses to determine the amortisation for each reporting period.

128 An entity shall disclose all of the following:

(a) the closing balances of assets recognised from the costs incurred to obtain or fulfil a contract with a customer (in accordance with paragraph 91 or 95), by main category of asset (for example, costs to obtain contracts with customers, pre-contract costs and setup costs); and

(b) the amount of amortisation and any impairment losses recognised in the reporting period.

Practical expedients

129 If an entity elects to use the practical expedient in either paragraph 63 (about the existence of a significant financing component) or paragraph 94 (about the incremental costs of obtaining a contract), the entity shall disclose that fact.

Commencement of the legislative instrument

Aus129.1 This Standard commences on the day this Standard is made by the Australian Accounting Standards Board.

Appendix A
Defined terms

This appendix is an integral part of AASB 15.

Contract	An agreement between two or more parties that creates enforceable rights and obligations.
contract asset	An entity's right to consideration in exchange for goods or services that the entity has transferred to a **customer** when that right is conditioned on something other than the passage of time (for example, the entity's future performance).
contract liability	An entity's obligation to transfer goods or services to a **customer** for which the entity has received consideration (or the amount is due) from the customer.
customer	A party that has contracted with an entity to obtain goods or services that are an output of the entity's ordinary activities in exchange for consideration.
income	Increases in economic benefits during the accounting period in the form of inflows or enhancements of assets or decreases of liabilities that result in an increase in equity, other than those relating to contributions from equity participants.
performance obligation	A promise in a **contract** with a **customer** to transfer to the customer either: (a) a good or service (or a bundle of goods or services) that is distinct; or (b) a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer.
revenue	**Income** arising in the course of an entity's ordinary activities.
stand-alone selling price (of a good or service)	The price at which an entity would sell a promised good or service separately to a **customer**.
transaction price (for a contract with a customer)	The amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a **customer**, excluding amounts collected on behalf of third parties.

Appendix A.1
Australian defined terms

This appendix is an integral part of AASB 15. The appendix applies only to not-for-profit public sector licensors.

short-term licence	A licence that has a term of 12 months or less.

Appendix B
Application guidance

This appendix is an integral part of AASB 15. It describes the application of paragraphs 1–129 and has the same authority as the other parts of AASB 15.

B1 This application guidance is organised into the following categories:

(a) performance obligations satisfied over time (paragraphs B2–B13);

(b) methods for measuring progress towards complete satisfaction of a performance obligation (paragraphs B14–B19);

(c) sale with a right of return (paragraphs B20–B27);

(d) warranties (paragraphs B28–B33);

(e) principal versus agent considerations (paragraphs B34–B38);

(f) customer options for additional goods or services (paragraphs B39–B43);

(g) customers' unexercised rights (paragraphs B44–B47);

(h) non-refundable upfront fees (and some related costs) (paragraphs B48–B51);

(i) licensing (paragraphs B52–B63B);

(j) repurchase agreements (paragraphs B64–B76);

(k) consignment arrangements (paragraphs B77–B78);

(l) bill-and-hold arrangements (paragraphs B79–B82);

(m) customer acceptance (paragraphs B83–B86); and

(n) disclosure of disaggregated revenue (paragraphs B87–B89).

Performance obligations satisfied over time

B2 In accordance with paragraph 35, a performance obligation is satisfied over time if one of the following criteria is met:

(a) the customer simultaneously receives and consumes the benefits provided by the entity's performance as the entity performs (see paragraphs B3–B4);

(b) the entity's performance creates or enhances an asset (for example, work in progress) that the customer controls as the asset is created or enhanced (see paragraph B5); or

(c) the entity's performance does not create an asset with an alternative use to the entity (see paragraphs B6–B8) and the entity has an enforceable right to payment for performance completed to date (see paragraphs B9–B13).

Simultaneous receipt and consumption of the benefits of the entity's performance (paragraph 35(a))

B3 For some types of performance obligations, the assessment of whether a customer receives the benefits of an entity's performance as the entity performs and simultaneously consumes those benefits as they are received will be straightforward. Examples include routine or recurring services (such as a cleaning service) in which the receipt and simultaneous consumption by the customer of the benefits of the entity's performance can be readily identified.

B4 For other types of performance obligations, an entity may not be able to readily identify whether a customer simultaneously receives and consumes the benefits from the entity's performance as the entity performs. In those circumstances, a performance obligation is satisfied over time if an entity determines that another entity would not need to substantially re-perform the work that the entity has completed to date if that other entity were to fulfil the remaining performance obligation to the customer. In determining whether another entity would not need to substantially re-perform the work the entity has completed to date, an entity shall make both of the following assumptions:

(a) disregard potential contractual restrictions or practical limitations that otherwise would prevent the entity from transferring the remaining performance obligation to another entity; and

(b) presume that another entity fulfilling the remainder of the performance obligation would not have the benefit of any asset that is presently controlled by the entity and that would remain controlled by the entity if the performance obligation were to transfer to another entity.

Customer controls the asset as it is created or enhanced (paragraph 35(b))

B5 In determining whether a customer controls an asset as it is created or enhanced in accordance with paragraph 35(b), an entity shall apply the requirements for control in paragraphs 31–34 and 38. The asset that is being created or enhanced (for example, a work-in-progress asset) could be either tangible or intangible.

Entity's performance does not create an asset with an alternative use (paragraph 35(c))

B6 In assessing whether an asset has an alternative use to an entity in accordance with paragraph 36, an entity shall consider the effects of contractual restrictions and practical limitations on the entity's ability to readily direct that asset for another use, such as selling it to a different customer. The possibility of the contract with the customer being terminated is not a relevant consideration in assessing whether the entity would be able to readily direct the asset for another use.

B7 A contractual restriction on an entity's ability to direct an asset for another use must be substantive for the asset not to have an alternative use to the entity. A contractual restriction is substantive if a customer could enforce its rights to the promised asset if the entity sought to direct the asset for another use. In contrast, a contractual restriction is not substantive if, for example, an asset is largely interchangeable with other assets that the entity could transfer to another customer without breaching the contract and without incurring significant costs that otherwise would not have been incurred in relation to that contract.

B8 A practical limitation on an entity's ability to direct an asset for another use exists if an entity would incur significant economic losses to direct the asset for another use. A significant economic loss could arise because the entity either would incur significant costs to rework the asset or would only be able to sell the asset at a significant loss. For example, an entity may be practically limited from redirecting assets that either have design specifications that are unique to a customer or are located in remote areas.

Right to payment for performance completed to date (paragraph 35(c))

B9 In accordance with paragraph 37, an entity has a right to payment for performance completed to date if the entity would be entitled to an amount that at least compensates the entity for its performance completed to date in the event that the customer or another party terminates the contract for reasons other than the entity's failure to perform as promised. An amount that would compensate an entity for performance completed to date would be an amount that approximates the selling price of the goods or services transferred to date (for example, recovery of the costs incurred by an entity in satisfying the performance obligation plus a reasonable profit margin) rather than compensation for only the entity's potential loss of profit if the contract were to be terminated. Compensation for a reasonable profit margin need not equal the profit margin expected if the contract was fulfilled as promised, but an entity should be entitled to compensation for either of the following amounts:

(a) a proportion of the expected profit margin in the contract that reasonably reflects the extent of the entity's performance under the contract before termination by the customer (or another party); or

(b) a reasonable return on the entity's cost of capital for similar contracts (or the entity's typical operating margin for similar contracts) if the contract-specific margin is higher than the return the entity usually generates from similar contracts.

B10 An entity's right to payment for performance completed to date need not be a present unconditional right to payment. In many cases, an entity will have an unconditional right to payment only at an agreed-upon milestone or upon complete satisfaction of the performance obligation. In assessing whether it has a right to payment for performance completed to date, an entity shall consider whether it would have an enforceable right to demand or retain payment for performance completed to date if the contract were to be terminated before completion for reasons other than the entity's failure to perform as promised.

B11 In some contracts, a customer may have a right to terminate the contract only at specified times during the life of the contract or the customer might not have any right to terminate the contract. If a customer acts to terminate a contract without having the right to terminate the contract at that time (including when a customer fails to perform its obligations as promised), the contract (or other laws) might entitle the entity to continue to transfer to the customer the goods or services promised in the contract and require the customer to pay the consideration promised in exchange for those goods or services. In those circumstances, an entity has a right to payment for performance completed to date because the entity has a right to continue to perform its obligations in accordance with the contract and to require the customer to perform its obligations (which include paying the promised consideration).

B12 In assessing the existence and enforceability of a right to payment for performance completed to date, an entity shall consider the contractual terms as well as any legislation or legal precedent that could supplement or override those contractual terms. This would include an assessment of whether:

(a) legislation, administrative practice or legal precedent confers upon the entity a right to payment for performance to date even though that right is not specified in the contract with the customer;

(b) relevant legal precedent indicates that similar rights to payment for performance completed to date in similar contracts have no binding legal effect; or

(c) an entity's customary business practices of choosing not to enforce a right to payment has resulted in the right being rendered unenforceable in that legal environment. However, notwithstanding that an entity may choose to waive its right to payment in similar contracts, an entity would continue to have a right to payment to date if, in the contract with the customer, its right to payment for performance to date remains enforceable.

B13 The payment schedule specified in a contract does not necessarily indicate whether an entity has an enforceable right to payment for performance completed to date. Although the payment schedule in a contract specifies the timing and amount of consideration that is payable by a customer, the payment schedule might not necessarily provide evidence of the entity's right to payment for performance completed to date. This is because, for example, the contract could specify that the consideration received from the customer is refundable for reasons other than the entity failing to perform as promised in the contract.

Methods for measuring progress towards complete satisfaction of a performance obligation

B14 Methods that can be used to measure an entity's progress towards complete satisfaction of a performance obligation satisfied over time in accordance with paragraphs 35–37 include the following:

(a) output methods (see paragraphs B15–B17); and

(b) input methods (see paragraphs B18–B19).

Output methods

B15 Output methods recognise revenue on the basis of direct measurements of the value to the customer of the goods or services transferred to date relative to the remaining goods or services promised under the contract. Output methods include methods such as surveys of performance completed to date, appraisals of results achieved, milestones reached, time elapsed and units produced or units delivered. When an entity evaluates whether to apply an output method to measure its progress, the entity shall consider whether the output selected would faithfully depict the entity's performance towards complete satisfaction of the performance obligation. An output method would not provide a faithful depiction of the entity's performance if the output selected would fail to measure some of the goods or services for which control has transferred to the customer. For example, output methods based on units produced or units delivered would not faithfully depict an entity's performance in satisfying a performance obligation if, at the end of the reporting period, the entity's performance has produced work in progress or finished goods controlled by the customer that are not included in the measurement of the output.

B16 As a practical expedient, if an entity has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the entity's performance completed to date (for example, a service contract in which an entity bills a fixed amount for each hour of service provided), the entity may recognise revenue in the amount to which the entity has a right to invoice.

B17 The disadvantages of output methods are that the outputs used to measure progress may not be directly observable and the information required to apply them may not be available to an entity without undue cost. Therefore, an input method may be necessary.

Input methods

B18 Input methods recognise revenue on the basis of the entity's efforts or inputs to the satisfaction of a performance obligation (for example, resources consumed, labour hours expended, costs incurred, time elapsed or machine hours used) relative to the total expected inputs to the satisfaction of that performance obligation. If the entity's efforts or inputs are expended evenly throughout the performance period, it may be appropriate for the entity to recognise revenue on a straight-line basis.

B19 A shortcoming of input methods is that there may not be a direct relationship between an entity's inputs and the transfer of control of goods or services to a customer. Therefore, an entity shall exclude from an input method the effects of any inputs that, in accordance with the objective of measuring progress in paragraph 39, do not depict the entity's performance in transferring control of goods or services to the customer. For instance, when using a cost-based input method, an adjustment to the measure of progress may be required in the following circumstances:

(a) When a cost incurred does not contribute to an entity's progress in satisfying the performance obligation. For example, an entity would not recognise revenue on the basis of costs incurred that are attributable to significant inefficiencies in the entity's performance that were not reflected in the price of the contract (for example, the costs of unexpected amounts of wasted materials, labour or other resources that were incurred to satisfy the performance obligation).

(b) When a cost incurred is not proportionate to the entity's progress in satisfying the performance obligation. In those circumstances, the best depiction of the entity's performance may be to adjust the input method to recognise revenue only to the extent of that cost incurred. For example, a faithful depiction of an entity's performance might be to recognise revenue at an amount equal to the cost of a good used to satisfy a performance obligation if the entity expects at contract inception that all of the following conditions would be met:

(i) the good is not distinct;

(ii) the customer is expected to obtain control of the good significantly before receiving services related to the good;

(iii) the cost of the transferred good is significant relative to the total expected costs to completely satisfy the performance obligation; and

(iv) the entity procures the good from a third party and is not significantly involved in designing and manufacturing the good (but the entity is acting as a principal in accordance with paragraphs B34–B38).

Sale with a right of return

B20 In some contracts, an entity transfers control of a product to a customer and also grants the customer the right to return the product for various reasons (such as dissatisfaction with the product) and receive any combination of the following:

(a) a full or partial refund of any consideration paid;

(b) a credit that can be applied against amounts owed, or that will be owed, to the entity; and

(c) another product in exchange.

B21 To account for the transfer of products with a right of return (and for some services that are provided subject to a refund), an entity shall recognise all of the following:

(a) revenue for the transferred products in the amount of consideration to which the entity expects to be entitled (therefore, revenue would not be recognised for the products expected to be returned);

(b) a refund liability; and

(c) an asset (and corresponding adjustment to cost of sales) for its right to recover products from customers on settling the refund liability.

B22 An entity's promise to stand ready to accept a returned product during the return period shall not be accounted for as a performance obligation in addition to the obligation to provide a refund.

B23 An entity shall apply the requirements in paragraphs 47–72 (including the requirements for constraining estimates of variable consideration in paragraphs 56–58) to determine the amount of consideration to which the entity expects to be entitled (ie excluding the products expected to be returned). For any amounts received (or receivable) for which an entity does not expect to be entitled, the entity shall not recognise revenue when it transfers products to customers but shall recognise those amounts received (or receivable) as a refund liability. Subsequently, at the end of each reporting period, the entity shall update its assessment of amounts for which it expects to be entitled in exchange for the transferred products and make a corresponding change to the transaction price and, therefore, in the amount of revenue recognised.

B24 An entity shall update the measurement of the refund liability at the end of each reporting period for changes in expectations about the amount of refunds. An entity shall recognise corresponding adjustments as revenue (or reductions of revenue).

B25 An asset recognised for an entity's right to recover products from a customer on settling a refund liability shall initially be measured by reference to the former carrying amount of the product (for example, inventory) less any expected costs to recover those products (including potential decreases in the value to the entity of returned products). At the end of each reporting period, an entity shall update the measurement of the asset arising from changes in expectations about products to be returned. An entity shall present the asset separately from the refund liability.

B26 Exchanges by customers of one product for another of the same type, quality, condition and price (for example, one colour or size for another) are not considered returns for the purposes of applying this Standard.

B27 Contracts in which a customer may return a defective product in exchange for a functioning product shall be evaluated in accordance with the guidance on warranties in paragraphs B28–B33.

Warranties

B28 It is common for an entity to provide (in accordance with the contract, the law or the entity's customary business practices) a warranty in connection with the sale of a product (whether a good or service). The nature of a warranty can vary significantly across industries and contracts. Some warranties provide a customer with assurance that the related product will function as the parties intended because it complies with agreed-upon specifications. Other warranties provide the customer with a service in addition to the assurance that the product complies with agreed-upon specifications.

B29 If a customer has the option to purchase a warranty separately (for example, because the warranty is priced or negotiated separately), the warranty is a distinct service because the entity promises to provide the service to the customer in addition to the product that has the functionality described in the contract. In those circumstances, an entity shall account for the promised warranty as a performance obligation in accordance with paragraphs 22–30 and allocate a portion of the transaction price to that performance obligation in accordance with paragraphs 73–86.

B30 If a customer does not have the option to purchase a warranty separately, an entity shall account for the warranty in accordance with AASB 137 *Provisions, Contingent Liabilities and Contingent Assets* unless the promised warranty, or a part of the promised warranty, provides the customer with a service in addition to the assurance that the product complies with agreed-upon specifications.

B31 In assessing whether a warranty provides a customer with a service in addition to the assurance that the product complies with agreed-upon specifications, an entity shall consider factors such as:

(a) Whether the warranty is required by law—if the entity is required by law to provide a warranty, the existence of that law indicates that the promised warranty is not a performance obligation because such requirements typically exist to protect customers from the risk of purchasing defective products.

(b) The length of the warranty coverage period—the longer the coverage period, the more likely it is that the promised warranty is a performance obligation because it is more likely to provide a service in addition to the assurance that the product complies with agreed-upon specifications.

(c) The nature of the tasks that the entity promises to perform—if it is necessary for an entity to perform specified tasks to provide the assurance that a product complies with agreed-upon specifications (for example, a return shipping service for a defective product), then those tasks likely do not give rise to a performance obligation.

B32 If a warranty, or a part of a warranty, provides a customer with a service in addition to the assurance that the product complies with agreed-upon specifications, the promised service is a performance obligation. Therefore, an entity shall allocate the transaction price to the product and the service. If an entity promises both an assurance-type warranty and a service-type warranty but cannot reasonably account for them separately, the entity shall account for both of the warranties together as a single performance obligation.

B33 A law that requires an entity to pay compensation if its products cause harm or damage does not give rise to a performance obligation. For example, a manufacturer might sell products in a jurisdiction in which the law holds the manufacturer liable for any damages (for example, to personal property) that might be caused by a consumer using a product for its intended purpose. Similarly, an entity's promise to indemnify the customer for liabilities and damages arising from claims of patent, copyright, trademark or other infringement by the entity's products does not give rise to a performance obligation. The entity shall account for such obligations in accordance with AASB 137.

Principal versus agent considerations

B34 When another party is involved in providing goods or services to a customer, the entity shall determine whether the nature of its promise is a performance obligation to provide the specified goods or services itself (ie the entity is a principal) or to arrange for those goods or services to be provided by the other party (ie the entity is an agent). An entity determines whether it is a principal or an agent for each specified good or service promised to the customer. A specified good or service is a distinct good or service (or a distinct bundle of goods or services) to be provided to the customer (see paragraphs 27–30). If a contract with a customer includes more than one specified good or service, an entity could be a principal for some specified goods or services and an agent for others.

AusB34.1 Notwithstanding paragraphs B34–B38, not-for-profit entities that are government departments shall apply the requirements of AASB 1050 *Administered Items* to administered items.

B34A To determine the nature of its promise (as described in paragraph B34), the entity shall:

(a) identify the specified goods or services to be provided to the customer (which, for example, could be a right to a good or service to be provided by another party (see paragraph 26)); and

(b) assess whether it controls (as described in paragraph 33) each specified good or service before that good or service is transferred to the customer.

B35 An entity is a principal if it controls the specified good or service before that good or service is transferred to a customer. However, an entity does not necessarily control a specified good if the entity obtains legal title to that good only momentarily before legal title is transferred to a customer. An entity that is a principal may satisfy its performance obligation to provide the specified good or service itself or it may engage another party (for example, a subcontractor) to satisfy some or all of the performance obligation on its behalf.

B35A When another party is involved in providing goods or services to a customer, an entity that is a principal obtains control of any one of the following:

(a) a good or another asset from the other party that it then transfers to the customer.

(b) a right to a service to be performed by the other party, which gives the entity the ability to direct that party to provide the service to the customer on the entity's behalf.

(c) a good or service from the other party that it then combines with other goods or services in providing the specified good or service to the customer. For example, if an entity provides a significant service of integrating goods or services (see paragraph 29(a)) provided by another party into the specified good or service for which the customer has contracted, the entity controls the specified good or service before that good or service is transferred to the customer. This is because the entity first obtains control of the inputs to the specified good or service (which includes goods or services from other parties) and directs their use to create the combined output that is the specified good or service.

B35B When (or as) an entity that is a principal satisfies a performance obligation, the entity recognises revenue in the gross amount of consideration to which it expects to be entitled in exchange for the specified good or service transferred.

B36 An entity is an agent if the entity's performance obligation is to arrange for the provision of the specified good or service by another party. An entity that is an agent does not control the specified good or service provided by another party before that good or service is transferred to the customer. When (or as) an entity that is an agent satisfies a performance obligation, the entity recognises revenue in the amount of any fee or commission to which it expects to be entitled in exchange for arranging for the specified goods or services to be provided by the other party. An entity's fee or commission might be the net amount of consideration that the entity retains after paying the other party the consideration received in exchange for the goods or services to be provided by that party.

B37 Indicators that an entity controls the specified good or service before it is transferred to the customer (and is therefore a principal (see paragraph B35)) include, but are not limited to, the following:

(a) the entity is primarily responsible for fulfilling the promise to provide the specified good or service. This typically includes responsibility for the acceptability of the specified good or service (for example, primary responsibility for the good or service meeting customer specifications). If the entity is primarily responsible for fulfilling the promise to provide the specified good or service, this may indicate that the other party involved in providing the specified good or service is acting on the entity's behalf.

(b) the entity has inventory risk before the specified good or service has been transferred to a customer or after transfer of control to the customer (for example, if the customer has a right of return). For example, if the entity obtains, or commits itself to obtain, the specified good or service before obtaining a contract with a customer, that may indicate that the entity has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the good or service before it is transferred to the customer.

(c) the entity has discretion in establishing the price for the specified good or service. Establishing the price that the customer pays for the specified good or service may indicate that the entity has the ability to direct the use of that good or service and obtain substantially all of the remaining benefits. However, an agent can have discretion in establishing prices in some cases. For example, an agent may have some flexibility in setting prices in order to generate additional revenue from its service of arranging for goods or services to be provided by other parties to customers.

B37A The indicators in paragraph B37 may be more or less relevant to the assessment of control depending on the nature of the specified good or service and the terms and conditions of the contract. In addition, different indicators may provide more persuasive evidence in different contracts.

B38 If another entity assumes the entity's performance obligations and contractual rights in the contract so that the entity is no longer obliged to satisfy the performance obligation to transfer the specified good or service to the customer (ie the entity is no longer acting as the principal), the entity shall not recognise revenue for that performance obligation. Instead, the entity shall evaluate whether to recognise revenue for satisfying a performance obligation to obtain a contract for the other party (ie whether the entity is acting as an agent).

Customer options for additional goods and services

B39 Customer options to acquire additional goods or services for free or at a discount come in many forms, including sales incentives, customer award credits (or points), contract renewal options or other discounts on future goods or services.

B40 If, in a contract, an entity grants a customer the option to acquire additional goods or services, that option gives rise to a performance obligation in the contract only if the option provides a material right to the customer that it would not receive without entering into that contract (for example, a discount that is incremental to the range of discounts typically given for those goods or services to that class of customer in that geographical area or market). If the option provides a material right to the customer, the customer in effect pays the entity in advance for future goods or services and the entity recognises revenue when those future goods or services are transferred or when the option expires.

B41 If a customer has the option to acquire an additional good or service at a price that would reflect the stand-alone selling price for that good or service, that option does not provide the customer with a material right even if the option can be exercised only by entering into a previous contract. In those cases, the entity has made a marketing offer that it shall account for in accordance with this Standard only when the customer exercises the option to purchase the additional goods or services.

B42 Paragraph 74 requires an entity to allocate the transaction price to performance obligations on a relative stand-alone selling price basis. If the stand-alone selling price for a customer's option to acquire additional goods or services is not directly observable, an entity shall estimate it. That estimate shall reflect the discount that the customer would obtain when exercising the option, adjusted for both of the following:

(a) any discount that the customer could receive without exercising the option; and

(b) the likelihood that the option will be exercised.

B43 If a customer has a material right to acquire future goods or services and those goods or services are similar to the original goods or services in the contract and are provided in accordance with the terms of the original contract, then an entity may, as a practical alternative to estimating the stand-alone selling price of the option, allocate the transaction price to the optional goods or services by reference to the goods or services expected to be provided and the corresponding expected consideration. Typically, those types of options are for contract renewals.

Customers' unexercised rights

B44 In accordance with paragraph 106, upon receipt of a prepayment from a customer, an entity shall recognise a contract liability in the amount of the prepayment for its performance obligation to transfer, or to stand ready to transfer, goods or services in the future. An entity shall derecognise that contract liability (and recognise revenue) when it transfers those goods or services and, therefore, satisfies its performance obligation.

B45 A customer's non-refundable prepayment to an entity gives the customer a right to receive a good or service in the future (and obliges the entity to stand ready to transfer a good or service). However, customers may not exercise all of their contractual rights. Those unexercised rights are often referred to as breakage.

B46 If an entity expects to be entitled to a breakage amount in a contract liability, the entity shall recognise the expected breakage amount as revenue in proportion to the pattern of rights exercised by the customer. If an entity does not expect to be entitled to a breakage amount, the entity shall recognise the expected breakage amount as revenue when the likelihood of the customer exercising its remaining rights becomes remote. To determine whether an entity expects to be entitled to a breakage amount, the entity shall consider the requirements in paragraphs 56–58 on constraining estimates of variable consideration.

B47 An entity shall recognise a liability (and not revenue) for any consideration received that is attributable to a customer's unexercised rights for which the entity is required to remit to another party, for example, a government entity in accordance with applicable unclaimed property laws.

Non-refundable upfront fees (and some related costs)

B48 In some contracts, an entity charges a customer a non-refundable upfront fee at or near contract inception. Examples include joining fees in health club membership contracts, activation fees in telecommunication contracts, setup fees in some services contracts and initial fees in some supply contracts.

B49 To identify performance obligations in such contracts, an entity shall assess whether the fee relates to the transfer of a promised good or service. In many cases, even though a non-refundable upfront fee relates to an activity that the entity is required to undertake at or near contract inception to fulfil the contract, that activity does not result in the transfer of a promised good or service to the customer (see paragraph 25). Instead, the upfront fee is an advance payment for future goods or services and, therefore, would be recognised as revenue when those future goods or services are provided. The revenue recognition period would extend beyond the initial contractual period if the entity grants the customer the option to renew the contract and that option provides the customer with a material right as described in paragraph B40.

B50 If the non-refundable upfront fee relates to a good or service, the entity shall evaluate whether to account for the good or service as a separate performance obligation in accordance with paragraphs 22–30.

B51 An entity may charge a non-refundable fee in part as compensation for costs incurred in setting up a contract (or other administrative tasks as described in paragraph 25). If those setup activities do not satisfy a performance obligation, the entity shall disregard those activities (and related costs) when measuring progress in accordance with paragraph B19. That is because the costs of setup activities do not depict the transfer of services to the customer. The entity shall assess whether costs incurred in setting up a contract have resulted in an asset that shall be recognised in accordance with paragraph 95.

Licensing

B52 A licence establishes a customer's rights to the intellectual property of an entity. Licences of intellectual property may include, but are not limited to, licences of any of the following:

(a) software and technology;

(b) motion pictures, music and other forms of media and entertainment;

(c) franchises; and

(d) patents, trademarks and copyrights.

B53 In addition to a promise to grant a licence (or licences) to a customer, an entity may also promise to transfer other goods or services to the customer. Those promises may be explicitly stated in the contract or implied by an entity's customary business practices, published policies or specific statements (see paragraph 24). As with other types of contracts, when a contract with a customer includes a promise to grant a licence (or licences) in addition to other promised goods or services, an entity applies paragraphs 22–30 to identify each of the performance obligations in the contract.

B54 If the promise to grant a licence is not distinct from other promised goods or services in the contract in accordance with paragraphs 26–30, an entity shall account for the promise to grant a licence and those other promised goods or services together as a single performance obligation. Examples of licences that are not distinct from other goods or services promised in the contract include the following:

(a) a licence that forms a component of a tangible good and that is integral to the functionality of the good; and

(b) a licence that the customer can benefit from only in conjunction with a related service (such as an online service provided by the entity that enables, by granting a licence, the customer to access content).

B55 If the licence is not distinct, an entity shall apply paragraphs 31–38 to determine whether the performance obligation (which includes the promised licence) is a performance obligation that is satisfied over time or satisfied at a point in time.

B56 If the promise to grant the licence is distinct from the other promised goods or services in the contract and, therefore, the promise to grant the licence is a separate performance obligation, an entity shall determine whether the licence transfers to a customer either at a point in time or over time. In making this determination, an entity shall consider whether the nature of the entity's promise in granting the licence to a customer is to provide the customer with either:

(a) a right to access the entity's intellectual property as it exists throughout the licence period; or

(b) a right to use the entity's intellectual property as it exists at the point in time at which the licence is granted.

Determining the nature of the entity's promise

B57 [Deleted]

B58 The nature of an entity's promise in granting a licence is a promise to provide a right to access the entity's intellectual property if all of the following criteria are met:

(a) the contract requires, or the customer reasonably expects, that the entity will undertake activities that significantly affect the intellectual property to which the customer has rights (see paragraphs B59 and B59A);

(b) the rights granted by the licence directly expose the customer to any positive or negative effects of the entity's activities identified in paragraph B58(a); and

(c) those activities do not result in the transfer of a good or a service to the customer as those activities occur (see paragraph 25).

B59 Factors that may indicate that a customer could reasonably expect that an entity will undertake activities that significantly affect the intellectual property include the entity's customary business practices, published policies or specific statements. Although not determinative, the existence of a shared economic interest (for example, a sales-based royalty) between the entity and the customer related to the intellectual property to which the customer has rights may also indicate that the customer could reasonably expect that the entity will undertake such activities.

B59A An entity's activities significantly affect the intellectual property to which the customer has rights when either:

(a) those activities are expected to significantly change the form (for example, the design or content) or the functionality (for example, the ability to perform a function or task) of the intellectual property; or

(b) the ability of the customer to obtain benefit from the intellectual property is substantially derived from, or dependent upon, those activities. For example, the benefit from a brand is often derived from, or dependent upon, the entity's ongoing activities that support or maintain the value of the intellectual property.

Accordingly, if the intellectual property to which the customer has rights has significant stand-alone functionality, a substantial portion of the benefit of that intellectual property is derived from that functionality. Consequently, the ability of the customer to obtain benefit from that intellectual property would not be significantly affected by the entity's activities unless those activities significantly change its form or functionality. Types of intellectual property that often have significant stand-alone functionality include software, biological compounds or drug formulas, and completed media content (for example, films, television shows and music recordings).

B60 If the criteria in paragraph B58 are met, an entity shall account for the promise to grant a licence as a performance obligation satisfied over time because the customer will simultaneously receive and consume the benefit from the entity's performance of providing access to its intellectual property as the performance occurs (see paragraph 35(a)). An entity shall apply paragraphs 39–45 to select an appropriate method to measure its progress towards complete satisfaction of that performance obligation to provide access.

B61 If the criteria in paragraph B58 are not met, the nature of an entity's promise is to provide a right to use the entity's intellectual property as that intellectual property exists (in terms of form and functionality) at the point in time at which the licence is granted to the customer. This means that the customer can direct the use of, and obtain substantially all of the remaining benefits from, the licence at the point in time at which the licence transfers. An entity shall account for the promise to provide a right to use the entity's intellectual property as a performance obligation satisfied at a point in time. An entity shall apply paragraph 38 to determine the point in time at which the licence transfers to the customer. However, revenue cannot be recognised for a licence that provides a right to use the entity's intellectual property before the beginning of the period during which the customer is able to use and benefit from the licence. For example, if a software licence period begins before an entity provides (or otherwise makes available) to the customer a code that enables the customer to immediately use the software, the entity would not recognise revenue before that code has been provided (or otherwise made available).

B62 An entity shall disregard the following factors when determining whether a licence provides a right to access the entity's intellectual property or a right to use the entity's intellectual property:

(a) Restrictions of time, geographical region or use—those restrictions define the attributes of the promised licence, rather than define whether the entity satisfies its performance obligation at a point in time or over time.

(b) Guarantees provided by the entity that it has a valid patent to intellectual property and that it will defend that patent from unauthorised use—a promise to defend a patent right is not a performance obligation because the act of defending a patent protects the value of the entity's intellectual property assets and provides assurance to the customer that the licence transferred meets the specifications of the licence promised in the contract.

Sales-based or usage-based royalties

B63 Notwithstanding the requirements in paragraphs 56–59, an entity shall recognise revenue for a sales-based or usage-based royalty promised in exchange for a licence of intellectual property only when (or as) the later of the following events occurs:

(a) the subsequent sale or usage occurs; and

(b) the performance obligation to which some or all of the sales-based or usage-based royalty has been allocated has been satisfied (or partially satisfied).

B63A The requirement for a sales-based or usage-based royalty in paragraph B63 applies when the royalty relates only to a licence of intellectual property or when a licence of intellectual property is the predominant item to which the royalty relates (for example, the licence of intellectual property may be the predominant item to which the royalty relates when the entity has a reasonable expectation that the customer would ascribe significantly more value to the licence than to the other goods or services to which the royalty relates).

B63B When the requirement in paragraph B63A is met, revenue from a sales-based or usage-based royalty shall be recognised wholly in accordance with paragraph B63. When the requirement in paragraph B63A is not met, the requirements on variable consideration in paragraphs 50–59 apply to the sales-based or usage-based royalty.

Repurchase agreements

B64 A repurchase agreement is a contract in which an entity sells an asset and also promises or has the option (either in the same contract or in another contract) to repurchase the asset. The repurchased asset may be the asset that was originally sold to the customer, an asset that is substantially the same as that asset, or another asset of which the asset that was originally sold is a component.

B65 Repurchase agreements generally come in three forms:

(a) an entity's obligation to repurchase the asset (a forward);

(b) an entity's right to repurchase the asset (a call option); and

(c) an entity's obligation to repurchase the asset at the customer's request (a put option).

A forward or a call option

B66 If an entity has an obligation or a right to repurchase the asset (a forward or a call option), a customer does not obtain control of the asset because the customer is limited in its ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset even though the customer may have physical possession of the asset. Consequently, the entity shall account for the contract as either of the following:

(a) a lease in accordance with AASB 16 *Leases* if the entity can or must repurchase the asset for an amount that is less than the original selling price of the asset, unless the contract is part of a sale and leaseback transaction. If the contract is part of a sale and leaseback transaction, the entity shall continue to recognise the asset and shall recognise a financial liability for any consideration received from the customer. The entity shall account for the financial liability in accordance with AASB 9; or

(b) a financing arrangement in accordance with paragraph B68 if the entity can or must repurchase the asset for an amount that is equal to or more than the original selling price of the asset.

B67 When comparing the repurchase price with the selling price, an entity shall consider the time value of money.

B68 If the repurchase agreement is a financing arrangement, the entity shall continue to recognise the asset and also recognise a financial liability for any consideration received from the customer. The entity shall recognise the difference between the amount of consideration received from the customer and the amount of consideration to be paid to the customer as interest and, if applicable, as processing or holding costs (for example, insurance).

B69 If the option lapses unexercised, an entity shall derecognise the liability and recognise revenue.

A put option

B70 If an entity has an obligation to repurchase the asset at the customer's request (a put option) at a price that is lower than the original selling price of the asset, the entity shall consider at contract inception whether the customer has a significant economic incentive to exercise that right. The customer's exercising of that right results in the customer effectively paying the entity consideration for the right to use a specified asset for a period of time. Therefore, if the customer has a significant economic incentive to exercise that right, the entity shall account for the agreement as a lease in accordance with AASB 16, unless the contract is part of a sale and leaseback transaction. If the contract is part of a sale and leaseback transaction, the entity shall continue to recognise the asset and shall recognise a financial liability for any consideration received from the customer. The entity shall account for the financial liability in accordance with AASB 9.

B71 To determine whether a customer has a significant economic incentive to exercise its right, an entity shall consider various factors, including the relationship of the repurchase price to the expected market value of the asset at the date of the repurchase and the amount of time until the right expires. For example, if the repurchase price is expected to significantly exceed the market value of the asset, this may indicate that the customer has a significant economic incentive to exercise the put option.

B72 If the customer does not have a significant economic incentive to exercise its right at a price that is lower than the original selling price of the asset, the entity shall account for the agreement as if it were the sale of a product with a right of return as described in paragraphs B20–B27.

B73 If the repurchase price of the asset is equal to or greater than the original selling price and is more than the expected market value of the asset, the contract is in effect a financing arrangement and, therefore, shall be accounted for as described in paragraph B68.

B74 If the repurchase price of the asset is equal to or greater than the original selling price and is less than or equal to the expected market value of the asset, and the customer does not have a significant economic incentive to exercise its right, then the entity shall account for the agreement as if it were the sale of a product with a right of return as described in paragraphs B20–B27.

B75 When comparing the repurchase price with the selling price, an entity shall consider the time value of money.

B76 If the option lapses unexercised, an entity shall derecognise the liability and recognise revenue.

Consignment arrangements

B77 When an entity delivers a product to another party (such as a dealer or a distributor) for sale to end customers, the entity shall evaluate whether that other party has obtained control of the product at that point in time. A product that has been delivered to another party may be held in a consignment arrangement if that other party has not obtained control of the product. Accordingly, an entity shall not recognise revenue upon delivery of a product to another party if the delivered product is held on consignment.

B78 Indicators that an arrangement is a consignment arrangement include, but are not limited to, the following:

(a) the product is controlled by the entity until a specified event occurs, such as the sale of the product to a customer of the dealer or until a specified period expires;

(b) the entity is able to require the return of the product or transfer the product to a third party (such as another dealer); and

(c) the dealer does not have an unconditional obligation to pay for the product (although it might be required to pay a deposit).

Bill-and-hold arrangements

B79 A bill-and-hold arrangement is a contract under which an entity bills a customer for a product but the entity retains physical possession of the product until it is transferred to the customer at a point in time in the future. For example, a customer may request an entity to enter into such a contract because of the customer's lack of available space for the product or because of delays in the customer's production schedules.

B80 An entity shall determine when it has satisfied its performance obligation to transfer a product by evaluating when a customer obtains control of that product (see paragraph 38). For some contracts, control is transferred either when the product is delivered to the customer's site or when the product is shipped, depending on the terms of the contract (including delivery and shipping terms). However, for some contracts, a customer may obtain control of a product even though that product remains in an entity's physical possession. In that case, the customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the product even though it has decided not to exercise its right to take physical possession of that product. Consequently, the entity does not control the product. Instead, the entity provides custodial services to the customer over the customer's asset.

B81 In addition to applying the requirements in paragraph 38, for a customer to have obtained control of a product in a bill-and-hold arrangement, all of the following criteria must be met:

(a) the reason for the bill-and-hold arrangement must be substantive (for example, the customer has requested the arrangement);

(b) the product must be identified separately as belonging to the customer;

(c) the product currently must be ready for physical transfer to the customer; and

(d) the entity cannot have the ability to use the product or to direct it to another customer.

B82 If an entity recognises revenue for the sale of a product on a bill-and-hold basis, the entity shall consider whether it has remaining performance obligations (for example, for custodial services) in accordance with paragraphs 22–30 to which the entity shall allocate a portion of the transaction price in accordance with paragraphs 73–86.

Customer acceptance

B83 In accordance with paragraph 38(e), a customer's acceptance of an asset may indicate that the customer has obtained control of the asset. Customer acceptance clauses allow a customer to cancel a contract or require an entity to take remedial action if a good or service does not meet agreed-upon specifications. An entity shall consider such clauses when evaluating when a customer obtains control of a good or service.

B84 If an entity can objectively determine that control of a good or service has been transferred to the customer in accordance with the agreed-upon specifications in the contract, then customer acceptance is a formality that would not affect the entity's determination of when the customer has obtained control of the good or service. For example, if the customer acceptance clause is based on meeting specified size and weight characteristics, an entity would be able to determine whether those criteria have been met before receiving confirmation of the customer's acceptance. The entity's experience with contracts for similar goods or services may provide evidence that a good or service provided to the customer is in accordance with the agreed-upon specifications in the contract. If revenue is recognised before customer acceptance, the entity still must consider whether there are any remaining performance obligations (for example, installation of equipment) and evaluate whether to account for them separately.

B85 However, if an entity cannot objectively determine that the good or service provided to the customer is in accordance with the agreed-upon specifications in the contract, then the entity would not be able to conclude that the customer has obtained control until the entity receives the customer's acceptance. That is because in that circumstance the entity cannot determine that the customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the good or service.

B86 If an entity delivers products to a customer for trial or evaluation purposes and the customer is not committed to pay any consideration until the trial period lapses, control of the product is not transferred to the customer until either the customer accepts the product or the trial period lapses.

Disclosure of disaggregated revenue

B87 Paragraph 114 requires an entity to disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. Consequently, the extent to which an entity's revenue is disaggregated for the purposes of this disclosure depends on the facts and circumstances that pertain to the entity's contracts with customers. Some entities may need to use more than one type of category to meet the objective in paragraph 114 for disaggregating revenue. Other entities may meet the objective by using only one type of category to disaggregate revenue.

B88 When selecting the type of category (or categories) to use to disaggregate revenue, an entity shall consider how information about the entity's revenue has been presented for other purposes, including all of the following:

(a) disclosures presented outside the financial statements (for example, in earnings releases, annual reports or investor presentations);

(b) information regularly reviewed by the chief operating decision maker for evaluating the financial performance of operating segments; and

(c) other information that is similar to the types of information identified in paragraph B88(a) and (b) and that is used by the entity or users of the entity's financial statements to evaluate the entity's financial performance or make resource allocation decisions.

B89 Examples of categories that might be appropriate include, but are not limited to, all of the following:

(a) type of good or service (for example, major product lines);

(b) geographical region (for example, country or region);

(c) market or type of customer (for example, government and non-government customers);

(d) type of contract (for example, fixed-price and time-and-materials contracts);

(e) contract duration (for example, short-term and long-term contracts);

(f) timing of transfer of goods or services (for example, revenue from goods or services transferred to customers at a point in time and revenue from goods or services transferred over time); and

(g) sales channels (for example, goods sold directly to consumers and goods sold through intermediaries).

Appendix C
Effective date and transition

This appendix is an integral part of AASB 15 and has the same authority as the other parts of AASB 15.

Effective date

C1 An entity shall apply this Standard for annual reporting periods beginning on or after 1 January 2018. Earlier application is permitted. If an entity applies this Standard earlier, it shall disclose that fact.

AusC1.1 Notwithstanding paragraph C1, this Standard applies to not-for-profit entities for annual reporting periods beginning on or after 1 January 2019. Earlier application is permitted, provided that AASB 1058 *Income of Not-for-Profit Entities* is also applied to the same period. If a not-for-profit entity applies this Standard earlier, it shall disclose that fact.

AusC1.2 Notwithstanding paragraph AusC1.1, not-for-profit entities may elect not to apply this Standard to research grants until annual reporting periods beginning on or after 1 July 2019. If a not-for-profit entity applies this Standard to research grants prior to that, it shall also apply AASB 1058 to research grants at the same time.

C1A AASB 16 *Leases*, issued in February 2016, amended paragraphs 5, 97, B66 and B70. An entity shall apply those amendments when it applies AASB 16.

C1B AASB 2016-3 *Amendments to Australian Accounting Standards – Clarifications to AASB 15*, issued in May 2016, amended paragraphs 26, 27, 29, B1, B34–B38, B52–B53, B58, C2, C5 and C7, deleted paragraph B57 and added paragraphs B34A, B35A, B35B, B37A, B59A, B63A, B63B, C7A and C8A. An entity shall apply those amendments for annual reporting periods beginning on or after 1 January 2018. Earlier application is permitted. If an entity applies those amendments for an earlier period, it shall disclose that fact.

Transition

C2 For the purposes of the transition requirements in paragraphs C3–C8A:

(a) the date of initial application is the start of the reporting period in which an entity first applies this Standard; and

(b) a completed contract is a contract for which the entity has transferred all of the goods or services identified in accordance with AASB 111 *Construction Contracts*, AASB 118 *Revenue* and related Interpretations.

AusC2.1 In respect of not-for-profit entities, the reference in paragraph C2(b) to a completed contract also includes contracts for which the entity has recognised all of the revenue in accordance with AASB 1004 *Contributions*, or revenue in combination with a provision in accordance with AASB 137 *Provisions, Contingent Liabilities and Contingent Assets*.

C3 An entity shall apply this Standard using one of the following two methods:

(a) retrospectively to each prior reporting period presented in accordance with AASB 108 *Accounting Policies, Changes in Accounting Estimates and Errors*, subject to the expedients in paragraph C5; or

(b) retrospectively with the cumulative effect of initially applying this Standard recognised at the date of initial application in accordance with paragraphs C7–C8.

C4 Notwithstanding the requirements of paragraph 28 of AASB 108, when this Standard is first applied, an entity need only present the quantitative information required by paragraph 28(f) of AASB 108 for the annual reporting period immediately preceding the first annual reporting period for which this Standard is applied (the 'immediately preceding period') and only if the entity applies this Standard retrospectively in accordance with paragraph C3(a). An entity may also present this information for the current period or for earlier comparative periods, but is not required to do so.

C5 An entity may use one or more of the following practical expedients when applying this Standard retrospectively in accordance with paragraph C3(a):

(a) for completed contracts, an entity need not restate contracts that:

(i) begin and end within the same annual reporting period; or

(ii) are completed contracts at the beginning of the earliest period presented.

(b) for completed contracts that have variable consideration, an entity may use the transaction price at the date the contract was completed rather than estimating variable consideration amounts in the comparative reporting periods.

(c) for contracts that were modified before the beginning of the earliest period presented, an entity need not retrospectively restate the contract for those contract modifications in accordance with paragraphs 20–21. Instead, an entity shall reflect the aggregate effect of all of the modifications that occur before the beginning of the earliest period presented when:

(i) identifying the satisfied and unsatisfied performance obligations;

(ii) determining the transaction price; and

(iii) allocating the transaction price to the satisfied and unsatisfied performance obligations.

(d) for all reporting periods presented before the date of initial application, an entity need not disclose the amount of the transaction price allocated to the remaining performance obligations and an explanation of when the entity expects to recognise that amount as revenue (see paragraph 120).

C6 For any of the practical expedients in paragraph C5 that an entity uses, the entity shall apply that expedient consistently to all contracts within all reporting periods presented. In addition, the entity shall disclose all of the following information:

(a) the expedients that have been used; and

(b) to the extent reasonably possible, a qualitative assessment of the estimated effect of applying each of those expedients.

C7 If an entity elects to apply this Standard retrospectively in accordance with paragraph C3(b), the entity shall recognise the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings (or other component of equity, as appropriate) of the annual reporting period that includes the date of initial application. Under this transition method, an entity may elect to apply this Standard retrospectively only to contracts that are not completed contracts at the date of initial application (for example, 1 January 2018 for an entity with a 31 December year-end).

C7A An entity applying this Standard retrospectively in accordance with paragraph C3(b) may also use the practical expedient described in paragraph C5(c), either:

(a) for all contract modifications that occur before the beginning of the earliest period presented; or

(b) for all contract modifications that occur before the date of initial application.

If an entity uses this practical expedient, the entity shall apply the expedient consistently to all contracts and disclose the information required by paragraph C6.

C8 For reporting periods that include the date of initial application, an entity shall provide both of the following additional disclosures if this Standard is applied retrospectively in accordance with paragraph C3(b):

(a) the amount by which each financial statement line item is affected in the current reporting period by the application of this Standard as compared to AASB 111, AASB 118 and related Interpretations that were in effect before the change; and

(b) an explanation of the reasons for significant changes identified in C8(a).

C8A An entity shall apply AASB 2016-3 *Amendments to Australian Accounting Standards – Clarifications to AASB 15* (see paragraph C1B) retrospectively in accordance with AASB 108. In applying the amendments retrospectively, an entity shall apply the amendments as if they had been included in AASB 15 at the date of initial application. Consequently, an entity does not apply the amendments to reporting periods or to contracts to which the requirements of AASB 15 are not applied in accordance with paragraphs C2–C8. For example, if an entity applies AASB 15 in accordance with paragraph C3(b) only to contracts that are not completed contracts at the date of initial application, the entity does not restate the completed contracts at the date of initial application of AASB 15 for the effects of these amendments.

References to AASB 9

C9 If an entity applies this Standard but does not yet apply AASB 9 *Financial Instruments*, any reference in this Standard to AASB 9 shall be read as a reference to AASB 139 *Financial Instruments: Recognition and Measurement*.

Withdrawal of other Standards

C10 [Deleted by the AASB]

AusC10.1 When applied or operative, this Standard supersedes:

(a) AASB 111 *Construction Contracts*;

(b) AASB 118 *Revenue*;

(c) Interpretation 13 *Customer Loyalty Programmes*;

(d) Interpretation 15 *Agreements for the Construction of Real Estate*;

(e) Interpretation 18 *Transfers of Assets from Customers*;

(f) Interpretation 131 *Revenue – Barter Transactions Involving Advertising Services*; and

(g) Interpretation 1042 *Subscriber Acquisition Costs in the Telecommunications Industry*.

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Appendix E
Australian reduced disclosure requirements

This appendix is an integral part of AASB 15 and has the same authority as the other parts of AASB 15.

AusE1 The following do not apply to entities preparing general purpose financial statements under Australian Accounting Standards – Reduced Disclosure Requirements:

(a) paragraphs 115, 116(b), 116(c), 117, 118, 120–122, 124(b), 126, 127(a); and

(b) in paragraph 128(a), the text ", by main category of asset (for example, costs to obtain contracts with customers, pre-contract costs and setup costs)".

Entities applying Australian Accounting Standards – Reduced Disclosure Requirements may elect to comply with some or all of these excluded requirements.

AusE2 The requirements that do not apply to entities preparing general purpose financial statements under Australian Accounting Standards – Reduced Disclosure Requirements are also identified in this Standard by shading of the relevant text.

Appendix F
Australian implementation guidance for not-for-profit entities

This appendix is an integral part of AASB 15 and has the same authority as other parts of the Standard. The appendix applies only to not-for-profit entities.

Introduction

F1 AASB 15 *Revenue from Contracts with Customers* incorporates International Financial Reporting Standard IFRS 15 *Revenue from Contracts with Customers*, issued by the International Accounting Standards Board. Consequently, the text of AASB 15 is generally expressed from the perspective of for-profit entities in the private sector. The AASB has prepared this appendix to explain and illustrate the principles in the Standard from the perspective of not-for-profit entities in the private and public sectors, particularly to address circumstances where a for-profit perspective does not readily translate to a not-for-profit perspective. The appendix does not apply to for-profit entities or affect their application of AASB 15.

F2 AASB 15 provides guidance on the following five elements of a contract with a customer:

(a) identifying a contract (paragraphs 9–21);

(b) identifying performance obligations (paragraphs 22–30);

(c) determining the transaction price (paragraphs 46–72);

(d) allocating the transaction price to performance obligations (paragraphs 73–90); and

(e) recognising revenue (paragraphs 31–45).

F3 This appendix should be read in conjunction with the requirements of this Standard.

F4 This appendix provides guidance to assist not-for-profit entities to determine whether particular transactions or other events, or components thereof, are within the scope of this Standard, in particular in relation to identifying a contract and identifying performance obligations. If a transaction is outside the scope of this Standard, the recognition and measurement of income arising from the transaction may instead be specified by another Standard, for example AASB 1058 *Income of Not-for-Profit Entities*.

Identifying whether a contract with a customer exists

F5 A contract is an agreement between two or more parties that creates enforceable rights and obligations. If a not-for-profit entity's promise to transfer a good or service is made in an unenforceable arrangement with another party, a contract with a customer does not exist. If a not-for-profit entity's promise to transfer a good or service in an arrangement with another party fails the 'sufficiently specific' criterion discussed in paragraphs F20–F26, a contract with a customer does not exist and the entity shall not treat the promise as a performance obligation in a contract with a customer. Where a contract with a customer does not exist, the not-for-profit entity shall consider whether AASB 1058 is applicable.

Customer

F6 In contracts with customers, the 'customer' is the party that promises consideration in exchange for goods or services that are an output of the entity's ordinary activities. However, in contracts with customers in any sector, the customer might direct that goods or services are to be provided to third-party beneficiaries (including individuals or the community at large) on the customer's behalf. In these contracts:

(a) the customer remains the party that has contracted with the entity for those goods or services and promises consideration in exchange for those goods or services; and

(b) the provision of goods or services to third-party beneficiaries is a characteristic of the promised transfer of goods or services to the customer.

F7 For example, a not-for-profit entity in the private sector may receive consideration from a government for the specified purpose of providing first-aid training free of charge to members of the community. The government is the customer because it has contracted the entity to provide the first-aid training services. This conclusion is not affected by the fact that the government specifies that those services are to be provided to members of the community.

Contract

F8 In relation to the definition of 'contract' in Appendix A, the reference to an 'agreement' in that definition shall be read by not-for-profit entities as encompassing an arrangement entered into under the direction of another party (for example, when assets are transferred to an entity with a directive that they be deployed to provide specified services).

F9 Paragraph 10 states that contracts can be written, oral or implied by an entity's customary business practices. The customary business practices of a not-for-profit entity refer to that entity's customary practice in performing or conducting its activities.

Enforceable agreement

F10 An inherent feature of a contract with a customer is that the entity makes promises in an agreement that creates enforceable rights and obligations. Paragraphs F11–F18 provide guidance for not-for-profit entities on when an agreement creates enforceable rights and obligations.

F11 An agreement is enforceable when a separate party is able to enforce it through legal or equivalent means. It is not necessary for each promise in the agreement to transfer goods or services to be enforceable by legal or equivalent means, as long as some enforceable obligations of the entity arise from the agreement. For an agreement to be enforceable by a separate party through 'equivalent means', the presence of a mechanism outside the legal system that establishes the right of a separate party to oblige the entity to act in a particular way or be subject to consequence is required.

F12 An agreement typically is enforceable by another party through legal or equivalent means if the agreement is in writing and includes sufficiently specific requirements of the parties. Oral agreements also may be enforceable. Enforceability needs to be considered in relation to both the particular terms of an agreement and any additional terms agreed by the parties as a result of further discussions or actions. Examples of terms that result in enforceable agreements include the following:

(a) a refund in cash or kind is required when the agreed specific performance has not occurred;

(b) the customer, or another party acting on its behalf, has a right to enforce specific performance or claim damages;

(c) the customer has the right to take a financial interest in assets purchased or constructed by the entity with resources provided under the agreement;

(d) the parties to the agreement are required to agree on alternative uses of the resources provided under the agreement; and

(e) an administrative process exists to enforce agreements between sovereign States or between a State and another party.

F13 A sufficiently specific, written agreement can be enforceable even if the particular terms do not include refund or other enforcement provisions, since Australian law generally provides remedies of specific performance or damages for breach of an agreement. Agreements that explicitly state they are not intended to be legally binding may nonetheless become enforceable agreements if the parties act in a manner that is inconsistent with the stated intention. Agreements that lack elements of a contract may nonetheless become legally enforceable if there is conduct by one party that causes the other party to act in reliance on such conduct. The enforceability of agreements does not depend on their form. For example, documents such as Memoranda of Understanding, Heads of Agreement and Letters of Intent can constitute legally enforceable agreements; a formal contract is not required.

F14 In respect of not-for-profit entities, enforcement mechanisms may arise from administrative arrangements or statutory provisions. An example of such an enforcement mechanism is a directive given by a Minister or government department to a public sector entity controlled by the government to which the Minister or government department belongs. The ministerial authority to require a transfer of goods or services would be sufficient for an agreement to be enforceable by a separate party through legal or equivalent means.

F15 In relation to paragraph F11, a consequence for failing to transfer promised goods or services could be either a return of consideration or a penalty for non-performance that is sufficiently severe to compel the entity to fulfil its promise to transfer goods or services. In some circumstances, where rights to specific performance are unavailable or unnecessary, the authority to require compensation may be the key determinant of the enforceability of an agreement involving a promise to transfer goods or services. A capacity to impose a severe penalty for non-performance can exist without a capacity to require a return of transferred assets or assets of equivalent value.

F16 Identification of an agreement as being enforceable by another party through legal or equivalent means does not require a history of enforcement of similar agreements by the customer or even an intention of the customer to enforce its rights. A customer might choose not to enforce its rights against an entity. However, that decision is at the customer's discretion, and does not affect the enforceability of the customer's rights. Enforceability depends solely on the customer's capacity to enforce its rights.

F17 In contrast to the factors in paragraph F11, the following circumstances would not, of themselves, cause an agreement involving a promise to transfer goods or services to be enforceable by another party through legal or equivalent means:

(a) a transferor has the capacity to withhold future funding to which the entity is not presently entitled; and

(b) a not-for-profit entity publishes a statement of intent to spend money or consume assets in particular ways. The statement of intent is generally in the nature of a public policy statement, and does not identify parties who could enforce the statement. Such a statement of intent would, of itself, be insufficient to create an enforceable agreement, even if that statement is the subject of budget-to-actual reporting and of other oversight mechanisms to discharge accountability for the raising of funds, expenditure or consumption of assets. This is in contrast to a letter of intent which is typically an agreement between specifically identified parties. See also paragraph Aus26.1 of AASB 137.

F18 In relation to paragraph F17(a), a transferor's capacity to withhold future funding to which the entity is not presently entitled can be distinguished from circumstances in which a transferor presently holds refund rights, or has the capacity to impose a severe penalty, in the event of the transferee's non-performance, but might choose to obtain such a refund or impose such a penalty by deducting the amount of the refund or penalty from a future transfer to the entity. For example, a transferor's capacity to withhold future funding to which the transferee is not presently entitled would differ from circumstances in which a transferor could demand a refund of granted assets in the event of the transferee's non-performance, regardless of whether it makes any future transfers to the transferee, but chooses for convenience to deduct the refund amount from a future transfer. In this latter case, the transferor could enforce against the entity a promise to provide goods or services.

Commercial substance

F19 Paragraph 9(d) specifies that the Standard applies to a contract with a customer only if (among other criteria) the contract has commercial substance (ie the risk, timing or amount of the entity's future cash flows is expected to change as a result of the contract). A contract may have 'commercial substance', for the purposes of paragraph 9(d), even if it is entered into by a not-for-profit entity for purposes that, in everyday language, would be considered 'non-commercial' (for example, contracts to provide goods or services to members of the community on a subsidised or cost-recovery basis). This is because contracts to provide goods or services without generating a commercial return may nonetheless cause a change in the risk, timing or amount of the not-for-profit entity's future cash flows. Accordingly, for the purposes of application of the Standard by not-for-profit entities, 'commercial substance' shall be read as a reference to economic substance (ie giving rise to substantive rights and obligations).

Identifying whether a performance obligation exists

F20 Paragraphs 22 and 30 of AASB 15 require that to enable an entity to identify the performance obligations that it should account for separately, each promise to transfer goods or services needs to be distinct – individually, or if not individually, as a bundle combined with other promises. The specificity of the promise to transfer goods or services can be quite different in the for-profit and not-for-profit sectors. A necessary condition for identifying a performance obligation of a not-for-profit entity is that the promise is sufficiently specific to be able to determine when the obligation is satisfied. Judgement is necessary to assess whether a promise is sufficiently specific. Such judgement takes into account any conditions specified in the arrangement, whether explicit or implicit, regarding the promised goods or services, including conditions regarding the following aspects:

(a) the nature or type of the goods or services;

(b) the cost or value of the goods or services;

(c) the quantity of the goods or services; and

(d) the period over which the goods or services must be transferred.

F21 In the not-for-profit context, a service can include an arrangement whereby one entity undertakes specific activities on behalf of another entity. Activities may include service delivery, research or asset management, among others. However, performance obligations do not include activities that an entity must undertake to fulfil a contract unless those activities transfer a good or service to a customer. For example, research activities undertaken to develop intellectual property that the entity will license to a customer are not themselves a transfer of goods or services to the customer.

F22 Whether a promise is sufficiently specific so as to qualify as a performance obligation is assessed separately for each promise and will depend on the facts and circumstances. No specific number or combination of the conditions noted in paragraph F20 need to be specified in an agreement for the promise to be sufficiently specific. In addition, there may be other conditions that need to be taken into account in applying the judgement above that may indicate the promise is sufficiently specific.

F23 Conditions specified regarding the promised goods or services may be explicit or implicit in an agreement. Paragraph 24 states that the performance obligations identified in a contract with a customer may not be limited to the goods or services that are explicitly stated in that contract. This is because a contract with a customer may also include promises that are implied by an entity's customary business practices, published policies or specific statements if, at the time of entering into the contract, those promises create a valid expectation of the customer that the entity will transfer a good or service to the customer. A not-for-profit entity may make a statement of intent to spend a transfer in a particular way. As noted in paragraph F17(b), a statement of intent alone is generally not enough to create a performance obligation. Some element of the contract will need to be enforceable and past practice would need to support the customer expectation.

F24 In relation to paragraph F20(d), a condition that a not-for-profit entity must transfer unspecified goods or services within a particular period does not, of itself, meet the 'sufficiently specific' criterion. For example, a not-for-profit entity may provide a number of services under its charter such as counselling and housing to disadvantaged youth. Where it receives a transfer to be used for an unspecified purpose over a particular time period, such a promise would not meet the 'sufficiently specific' criterion.

F25 Some not-for-profit entities have a single purpose charter, such as to provide counselling services. However, it is unlikely that an entity's charter or stated objectives would be specific enough to require the recognition of contract liabilities under a contract that provided the entity with a grant for a specified period of time but did not also adequately identify the goods or services to be provided to other parties. Where entities receive a transfer to be used over a particular time period for specified services, such a transfer could meet the 'sufficiently specific' criterion. Specifying the services to be provided under the arrangement and the stipulation to use the transferred funds over a particular time period enables a determination of when the services have been provided. However, if the transfer does not specify the period over which the entity must use the funds or the services to be provided (such as the number of counselling sessions), the entity would not meet the 'sufficiently specific' criterion because it would be unable to determine when it meets the performance obligations.

F26 An agreement may include a condition that the entity undertakes an acquittal process to demonstrate progress toward transferring goods or services. For example, the terms of an agreement may require the entity to report on progress toward specified outputs or outcomes in an acquittal process. Such an acquittal process may provide evidence of a promise to transfer goods or services that is sufficiently specific, depending on the requirements of the acquittal process and other facts and circumstances. An acquittal process may also enable a determination of progress toward satisfaction of the performance obligation.

F27 Where a contract provides a transfer of a financial asset for an entity to acquire or construct a non-financial asset (eg a building or an intangible asset) that is to be controlled by the entity, the contract does not establish rights and obligations for the transfer of the non-financial asset to the transferor or other parties. Accordingly, the contract is not a contract with a customer, and hence is not accounted for in accordance with AASB 15. Such contracts are instead accounted for in accordance with paragraphs 15–17 of AASB 1058. In this case, the transferor has made an in-substance transfer of the non-financial asset to the entity. The entity would retain control of the non-financial asset and use it in its operations, such as to produce goods or services for transfer to other parties under other contracts. A contract to transfer a financial asset for an entity to acquire or construct a non-financial asset that is to be controlled by the entity may be part of a contract that includes other conditions that give rise to performance obligations that require the entity to transfer goods or services to other entities. Those performance obligations are accounted for under AASB 15.

Allocating the transaction price to performance obligations

F28 A customer may enter into a contract with a not-for-profit entity with a dual purpose of obtaining goods or services and to help the not-for-profit entity achieve its objectives. An entity shall allocate the transaction price to each performance obligation so that the performance obligation allocation depicts the amount of

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consideration to which the entity expects to be entitled in exchange for transferring the promised goods or services to the customer. This is based on the rebuttable presumption that the transaction price is treated as wholly related to the transfer of promised goods or services.

F29 The presumption is rebutted where the transaction price is partially refundable in the event the entity does not deliver the promised goods or services.

F30 Where the presumption is rebutted, the entity shall disaggregate the transaction price and account for the component that relates to the transfer of promised goods or services in accordance with this Standard. The remainder of the transaction price shall be accounted for in accordance with AASB 1058. Whether the element not related to the performance obligation is material, and therefore needs to be accounted for separately, shall be assessed in relation to the individual contract, without reassessment at an aggregate or portfolio level.

F31 To disaggregate the component that relates to the promised goods or services, the following may be indicative of an element that is not related to the promised goods or services (and more likely to be for the purpose of enabling the not-for-profit entity to further its objectives):

(a) a non-refundable component of the transaction price; and

(b) where the entity has the status of a deductible gift recipient – the donor can claim part of the transaction price as a tax deduction for a donation.

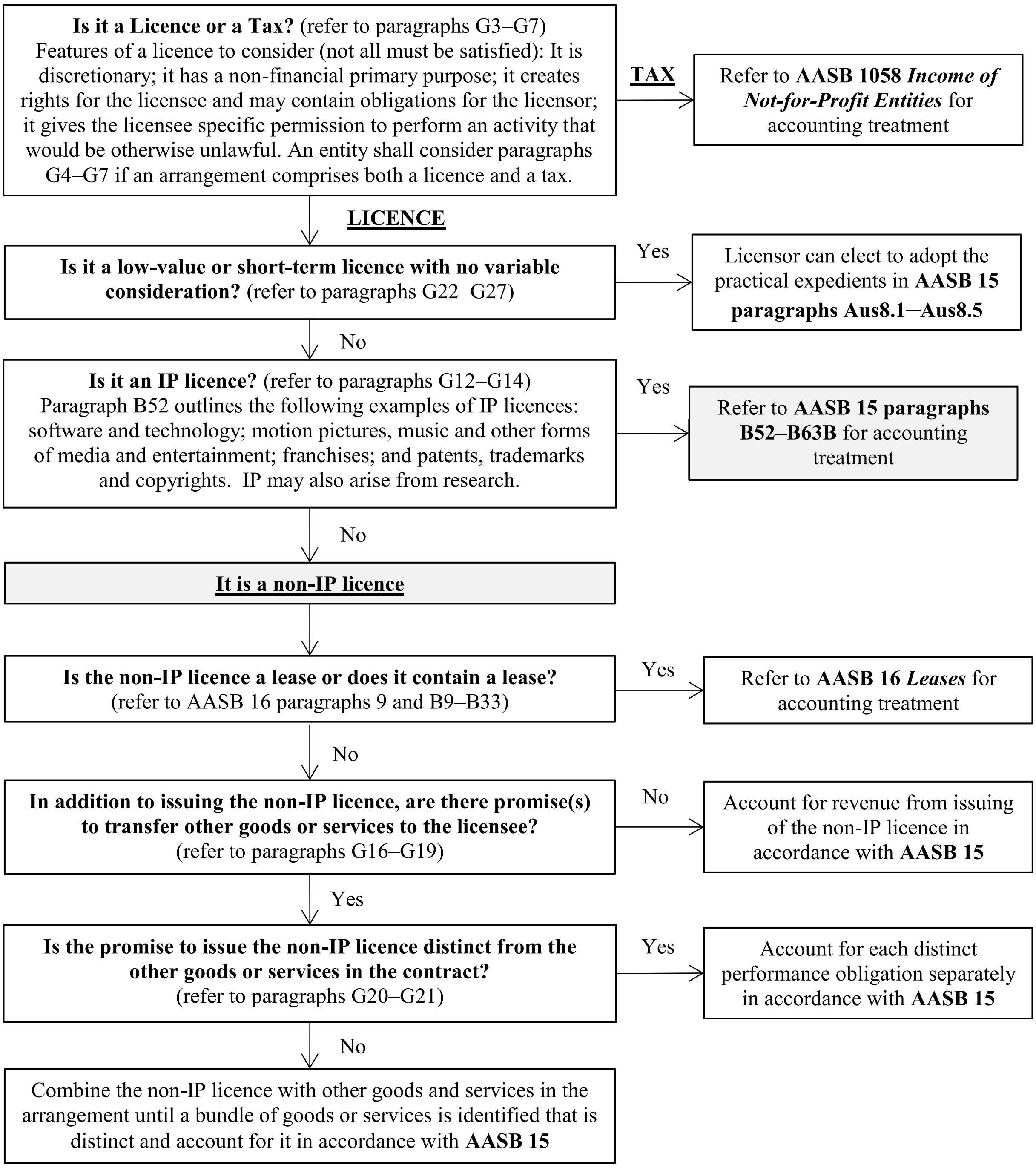
F32 For example, a not-for-profit heritage foundation sells on-line subscriptions that provide access for a year to particular heritage sites (a promised service to each customer) and invites subscribers to, in addition, donate a non-refundable nominated amount to generally assist the foundation in pursuing its mission. Such a donation, which is voluntary for a subscriber, is separately identifiable from the price of the annual subscription. However, if the annual subscription fee and the donation were both refundable if access were not provided for the entire subscription period, the presumption in paragraph F28 could not be rebutted as the transaction price is refundable in full. In that case, the donation amount would not be accounted for separately but would be included in the transaction price that is allocated to the performance obligation to provide membership access. Consequently, the donation amount would be recognised as revenue when (or as) performance obligations under the arrangement are satisfied in accordance with AASB 15. Similarly, if both elements were equally proportionately refundable to acknowledge access already provided during the year, or if neither element were refundable, then no separation is required as the presumption is not rebutted.

Appendix G
Australian implementation guidance for not-for-profit public sector licensors

This appendix is an integral part of AASB 15 and has the same authority as other parts of the Standard. The appendix applies only to not-for-profit public sector licensors.

Overview – Accounting framework for licences issued by not-for-profit public sector licensors

G1 The diagram below summarises the accounting requirements under AASB 15 applicable to not-for-profit public sector licensors when determining how to account for revenue from licences. The diagram should be read in conjunction with the guidance set out in paragraphs G2–G27, and as referenced in the diagram.



Introduction

G2 AASB 15 *Revenue from Contracts with Customers* incorporates International Financial Reporting Standard IFRS 15 *Revenue from Contracts with Customers*, issued by the International Accounting Standards Board. Consequently, the text of AASB 15 is generally expressed from the perspective of for-profit entities in the private sector. AASB 15 provides explicit Application Guidance for intellectual property (IP) licences. It does not provide explicit guidance for non-IP licences. The AASB has prepared this Appendix to explain and illustrate the principles in the Standard from the perspective of not-for-profit public sector licensors with respect to non-IP licences. The Appendix does not apply to for-profit entities or not-for-profit private sector entities, or affect their application of AASB 15.

Distinguishing a licence from a tax

G3 In determining whether a transaction is a licence subject to this Standard, as distinct from a tax subject to AASB 1058 *Income of Not-for-Profit Entities*[1], the following features are pertinent. These features are not an exhaustive list and not all features need to be present for an arrangement to be a licence:

Feature	**Licence**	**Tax**
(a) Is the arrangement discretionary rather than compulsory for the payer?	Discretionary (eg payer – the licensee – has discretion over whether to perform an activity that requires permission and it is not compulsory if payment not made to retrospectively obtain the right, but subject to fines or other penalties)	Compulsory (eg non-discretionary payments for activities that are necessary for the entity to operate, for example earning revenue, and it is compulsory to pay the base amount in addition to penalty fees and interest)
(b) What is the primary purpose?	Non-financial purpose (eg equitable allocation of a public resource)	Generating income for the public sector entity (eg very high proceeds in relation to the costs incurred might be indicative of a tax element)
(c) Does the arrangement create direct rights to use or access an asset for the payer, or perform an activity, and, depending on the type of arrangement, direct obligations of the payee?	Creates direct rights for the payer (licensee), and could create direct obligations for the payee (licensor)	No specific rights for the payer or obligations for the payee
(d) Does the arrangement give the payer specific permission that must be obtained prior to performing an activity or using or accessing a resource of the payee that would otherwise be unlawful?	Yes	No
(e) Does the arrangement transfer control of the payee's underlying asset?	No	Not relevant

G4 A not-for-profit public sector entity may enter into an arrangement with a dual purpose of issuing a licence and imposing a tax. Consistent with paragraph F28 of AASB 15, the rebuttable presumption is for the not-for-profit public sector licensor to allocate the transaction price wholly to the promise to issue a licence.

G5 The presumption is rebutted if one of the following criteria are satisfied:

(a) the transaction price is partially refundable in the event the entity does not issue the licence; or

1 AASB 1058 defines taxes as "Economic benefits compulsorily paid or payable to public sector entities in accordance with laws and/or regulations established to provide income to the government. Taxes exclude fines."

(b) a similar activity effected through a different transaction or organisational structure is subject to a tax, providing evidence of the composite nature of the arrangement or there is other evidence supporting that there is a tax not specific to the licencing arrangement.

G6 Where the presumption is rebutted the entity shall disaggregate the transaction price and account for the component that relates to the licence in accordance with AASB 15. The remainder of the transaction price that is determined to be a tax shall be accounted for in accordance with AASB 1058. Whether the element not related to the licence is material, and therefore needs to be accounted for separately, shall be assessed in relation to the individual arrangement, without reassessment at an aggregate or portfolio level.

G7 For example, a casino licence permits gaming activities to be conducted. Similar gaming activities are also conducted online by third parties who are not subject to a casino or any other kind of licence and are taxed at a rate of 10 per cent of proceeds received. This provides evidence that the casino arrangement contains both a licence and a tax and that the presumption in G4 should be rebutted. The tax rate charged to the third party provides evidence of the amount that should be disaggregated as the tax component.

Non-contractual licences arising from statutory requirements

G8 The scope of AASB 15 is underpinned by the definition of a contract in Appendix A, which is an agreement between two or more parties that creates enforceable rights and obligations. When determining whether a licence is a contract with a customer a not-for-profit public sector entity shall consider paragraphs F5–F19 of AASB 15, also having regard to paragraphs G9 and G10.

G9 Enforceable rights and obligations between parties may arise from statutory requirements even though no contractual relationship exists. For example, a not-for-profit public sector entity may enter into an agreement with another entity without satisfying the formative elements required to establish a contract (such as the reciprocal intention to create legal relations). Similarly, where an involuntary payment is made to obtain a licence, the arrangement may not be considered a contract under Australian law, despite being economically similar to a contractual relationship.

G10 Determining whether a licence issued by a not-for-profit public sector licensor is created by contract or by statute alone may require significant analysis as to whether there is sufficient 'voluntariness' and 'reciprocity' to evidence an intention to create a contract, particularly where a voluntary decision to undertake an activity results in an involuntary fee. However, the requirements of AASB 15 focus on whether enforceable rights and obligations are present, and as noted in paragraph F13, the enforceability of agreements does not depend on their form. Accordingly, a licence issued by a not-for-profit public sector licensor, with enforceable rights and obligations, would be within the scope of AASB 15 (subject to the other requirements of the Standard) regardless of whether it is considered under Australian law to have been created by contract or by statute.

Types of licences issued by not-for-profit public sector licensors

G11 Paragraphs B52–B63B describe the application of AASB 15 to licences of intellectual property (IP). Licences issued by not-for-profit public sector licensors extend beyond IP licences to include licensing arrangements in which the licence does not relate to IP (ie non-IP licences).

IP licences

G12 Not-for-profit public sector licensors shall apply the Application Guidance in paragraphs B52–B63B to account for the revenue from licences of IP, unless the licensor decides to apply the recognition exemptions set out in paragraphs Aus8.1–Aus8.5.

G13 AASB 15 does not define IP, and consequently judgement is required in determining whether a licence is a licence of IP or not. Paragraph B52 notes that IP may include, but is not limited to, any of the following:

(a) software and technology;

(b) motion pictures, music and other forms of media and entertainment;

(c) franchises; and

(d) patents, trademarks and copyrights.

G14 IP may also arise from research activities. Example 3 in paragraph IE3 provides an example of accounting for such a licence.

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Non-IP licences

G15 Where a not-for-profit public sector licensor determines that a licence is a non-IP licence, the licensor shall consider whether the licence is for:

(a) rights over the licensor's identified asset(s), in which case the arrangement might be a lease (or contain a lease), and fall within the scope of AASB 16;

(b) rights over the licensor's non-identified asset(s), in which case the licence might:

(i) not be distinct from other promised goods or services in the arrangement, and shall therefore be combined with the other goods or services and accounted for as a bundle of goods or services (see paragraphs G20 and G21); or

(ii) be distinct from other promised goods or services, and shall therefore be accounted for as a separate performance obligation in accordance with the principles of AASB 15 (see paragraphs G16–G21 for guidance on applying certain aspects of the principles). The Application Guidance for licences of IP in paragraphs B52–B63B shall not be applied to this type of licence; or

(c) the right to perform an activity, which would not involve an asset or assets of the licensor, and if distinct from other goods or services, shall be accounted for as a separate performance obligation in accordance with the principles of AASB 15 (see paragraphs G16–G21 for guidance on applying certain aspects of the principles). The Application Guidance for licences of IP in paragraphs B52–B63B shall not be applied to this type of licence.

Identifying performance obligations

G16 Where a licensor issues a non-IP licence that transfers to the licensee either rights over the licensor's non-identified assets or a right to the licensee to perform an activity (that does not involve an asset or assets of the licensor, for example the right to operate a casino), the licensor shall assess goods or services promised in the arrangement and shall identify each distinct performance obligation promised to the licensee in accordance with paragraphs 22–30 of AASB 15.

Identifying the customer

G17 Appendix A defines a customer for the purpose of this Standard. In the context of non-IP licences, the customer is the licensee who contracted with the licensor to be issued the rights associated with the licence.

Identifying the goods or services

G18 The good or service being transferred in a non-IP licence by a licensor would most commonly be either issuing rights over the licensor's non-identified assets or issuing rights to the licensee to perform an activity (ie issuing the licence itself is the sole good or service). However, an entity shall also assess the arrangement to identify any other goods or services promised to the licensee.

G19 In accordance with paragraph 25, performance obligations do not include activities that a licensor must undertake to fulfil a contract unless those activities transfer a good or service additional to the licence issued to the licensee. For example:

(a) a promise to the licensee that the right is restricted to the licensee is not a performance obligation. A promise in the licence terms that the licensor will not issue a similar right to another party (ie exclusivity to the licensee) is considered an attribute of the arrangement and does not transfer a good or service additional to the licence. Although the licensor maintaining exclusivity maintains the value of the licence, and has a greater value than a non-exclusive licence, it does not transfer an additional good or service. The licensor refraining from issuing another licence to a new licensee only confirms the licence meets the attributes promised at inception of the licence. Similarly, if a licensor carries out activities to ensure that no other party engages in the activities that the licensee has an exclusive right to, this does not provide a service to the licensee, but instead is an activity that confirms the licence meets the attributes promised at inception of the licence;

(b) activities that a licensor is required to undertake in the context of a non-IP licence to benefit the general public or to confirm the terms of the licence are being met (for example 'policing' activities to ensure licensee is not carrying out illegal activities or customers of the licensee are of a legally allowable age) are not performance obligations. Such activities do not transfer additional goods or services to the licensee (even though the licensee could benefit from those activities); and

(c) activities that a licensor performs to check that a licensee continues to meet the eligibility requirements of the arrangement are not performance obligations. The licensee controls whether they meet the eligibility requirements of the arrangement. Activities performed by the licensor to uphold the integrity of the licence merely confirm that the arrangement is not breached, and do not transfer goods or services to the licensee.

Licences distinct from other goods and services

G20 If the promise to issue a non-IP licence is not distinct from other promised goods or services in the arrangement in accordance with paragraphs 26–30, the licensor shall combine the promise to issue that licence with the other goods or services and account for the bundle of goods or services together as a single performance obligation.

G21 When determining whether the non-IP licence is distinct from other goods or services (in accordance with paragraphs 26–30), a licensor shall consider the benefits or desired outputs for which the licence was issued. For example, in the case of a commercial fishing licence where a quota of fish is specified in the agreement, the purpose of obtaining the licence is to obtain goods (ie the fish), and the licence is not separately identifiable from the fish, given:

(a) the licensor is using the licence as an input to deliver the fish to the licensee, which is the output to the licensee; and

(b) the licence and the promise to deliver the fish are highly interrelated – the licensor would not be able to fulfil its promise of delivering the fish independently of issuing the licence without undermining its policies and customary business practices (ie the fish can only be delivered when a fishing licence has been issued).

In these circumstances, the licence is not separately identifiable from other promises in the arrangement, in accordance with paragraphs 29(a) and (c) of AASB 15.

Recognition exemption: low-value licences (paragraphs Aus8.1–Aus8.3)

G22 This Standard permits a not-for-profit public sector licensor to apply paragraph Aus8.3 in accounting for low-value licences. A licensor shall assess the transaction price of a licence on an absolute basis when the licence is issued.

G23 Notwithstanding paragraph G22, the option allowed in paragraph Aus8.1 is not available to licences including variable consideration.

G24 Low-value licences qualify for the accounting treatment in paragraph Aus8.3 regardless of whether those licences are material in aggregate to the licensor. The assessment is not affected by the size, nature or circumstances of the licensor. Accordingly, different licensors would be expected to reach the same conclusions about whether a particular licence has a low-value transaction price.

G25 A licence does not qualify as a low-value licence if the nature of the licence is such that the licence is not typically of low value. For example, casino licences would not qualify as low-value licences because casino licences would typically not be of low value.

G26 Examples of low-value licences include driver licences, marriage licences and working with children permits.

Recognition exemption: short-term licences (paragraphs Aus8.1–Aus8.5)

G27 The Standard permits a not-for-profit public sector licensor to apply paragraph Aus8.3 in accounting for short-term licences. In determining the licence term, the licensor shall disregard any option to extend the licence, regardless of whether the licensee is reasonably certain to exercise that option.

Australian illustrative examples for not-for-profit entities

These illustrative examples accompany, but are not part of, AASB 15. They illustrate aspects of the Australian guidance for not-for-profit entities in AASB 15, but are not intended to provide interpretative guidance.

IE1 The following examples portray hypothetical situations. They are intended to illustrate how a not-for-profit entity might apply some of the requirements of AASB 15 *Revenue from Contracts with Customers* to particular types of transactions, on the basis of the limited facts presented. Although some aspects of the examples might be present in actual fact patterns, all relevant facts and circumstances of a particular fact pattern would need to be evaluated when applying AASB 15.

Identifying performance obligations (paragraphs F20–F27)

IE2 Examples 1 and 2 illustrate the requirements of AASB 15 for identifying whether a transaction or agreement involves a performance obligation in a contract with a customer.

IE3 For a performance obligation to exist, there must be an enforceable agreement with sufficiently specific promises to transfer goods or services to or on behalf of the other party to enable assessment of whether the performance has occurred, ie whether the obligation has been satisfied. Further examples are provided in AASB 1058 of transactions or agreements where the performance obligation is not sufficiently specific.

Example 1—Enforceable agreement

Local Government A (the reporting entity) signed a Memorandum of Understanding (MOU) with a not-for-profit private sector entity. The MOU specifies that it is not legally binding on either of the parties and does not impose a refund obligation on the not-for-profit entity in the event it fails to perform under the terms of the agreement or refer to other enforceability mechanisms. Despite the statement that the MOU is not legally binding, the parties have indicated in their discussions their intention to rely upon it. The not-for-profit entity has commenced providing services under the MOU and has reported to Local Government A on its first two months' work.

Given the intention of the parties to rely upon the MOU, and the actions of the not-for-profit entity in reliance on the MOU, the MOU is enforceable despite the statement that it is not legally binding and the absence of a refund obligation or other enforcement requirements.

Example 2—Research activities—Transfer of intellectual property

University A receives a cash grant from a donor, Road Safety Authority B, of $1.2 million to undertake research that aims to observe and model traffic flows and patterns through black-spot intersections and to develop proposals for improvements to the road system.

The terms of the grant are:

- a period of three years;
- the return of funds that are either unspent or not spent in accordance with the agreement;
- annual progress reports and a final report are required;
- publication of research results in conference presentations and/or scholarly journals; and
- the transfer of the intellectual property (IP) rights arising from the research activity to the donor, Authority B.

University A concludes its arrangement with donor B is a contract with a customer as defined in AASB 15. This is on the basis that:

- University A's promise of specified research and transfer of the resulting IP is enforceable as the grant is refundable if the research is not undertaken;
- University A identifies that its promise to transfer the IP created through the research to the donor is sufficiently specific to be a performance obligation. The university determines that the research services are required to develop the IP in order to fulfil the contract and therefore do not, of themselves, give rise to a transfer of goods or services to the donor; and

- University A determines that the requirements for annual progress reports, a final report and publication of research results are an acquittal process that will assist it to measure its progress towards satisfaction of the performance obligation, rather than a separate performance obligation or obligations.

Accounting treatment

In accordance with AASB 15, University A allocates the cash grant to its identified performance obligation and recognises the financial asset (cash) and a contract liability of $1.2 million on initial recognition.

University A concludes that the performance obligation is satisfied over time as the university's performance creates or enhances an asset (knowledge – the IP) that the donor controls as the asset is created or enhanced (AASB 15, paragraph 35(b)). Accordingly, the university recognises revenue over time as it satisfies the performance obligation. The university elects to measure its progress towards complete satisfaction of the performance obligation on the basis of an input method, such as labour hours expended.

Example 3—Research activities—Provision of licence to donor

Example 3A – Enforceable agreement, sufficiently specific performance obligation, licence granted to donor (right to access IP)

In this example, the facts of Example 2 apply, except that:

- University A retains control of the IP arising from the research, instead of the IP transferring to the donor;
- the IP is licensed permanently to donor B at the commencement of the agreement; and
- the licence covers the research activities undertaken and the results that arise over the term of the agreement as the IP is developed.

University A concludes its arrangement with donor B is a contract with a customer as defined in AASB 15. This is on the basis that:

- University A's promise of specified research and granting of the licence is enforceable as the grant is refundable if the research is not undertaken;
- University A identifies that its promise to grant the licence to the donor is sufficiently specific to be a performance obligation. The university determines that the research services are required to develop the IP in order to fulfil the contract and therefore do not, of themselves, give rise to a transfer of goods or services to the donor; and
- University A determines that the requirements for annual progress reports and a final report and publication of research results are an acquittal process that will assist it to measure its progress towards satisfaction of the performance obligation.

Accounting treatment

In accordance with AASB 15, University A allocates the cash grant to its identified performance obligation (granting of the licence to the IP) and recognises the financial asset (cash) and a contract liability of $1.2 million on initial recognition.

University A concludes that the performance obligation is satisfied over time as the licence provides the donor with a right to access the entity's IP as it exists throughout the licence period (paragraph B58):

- the university's activities significantly affect the IP to which the donor has rights;
- the licence exposes the donor to any positive or negative effects of the university's activities; and
- the university's activities do not result in the transfer of a good or service to the donor as those activities occur.

Accordingly, the university recognises revenue over time as it satisfies the performance obligation. The university elects to measure its progress towards complete satisfaction of the performance obligation on the basis of an input method, such as labour hours expended.

Example 3B – Enforceable agreement, sufficiently specific performance obligation, licence granted to donor (right to use IP)

In this example, the facts of Example 3A apply, except that:

- the research aims to observe and model traffic flows and patterns along roads potentially affected by a future freeway development and to develop proposals for the freeway interchanges; and
- the IP (as it then exists) is licensed permanently to donor B at the conclusion of the agreement.

University A concludes its arrangement with donor B is a contract with a customer as defined in AASB 15. This is on the basis that:

- University A's promise of specified research and granting of the licence is enforceable as the grant is refundable if the research is not undertaken; and
- University A identifies that its promise to grant the licence to the donor is sufficiently specific to be a performance obligation. The university determines that the research services are required to develop the IP in order to fulfil the contract and therefore do not, of themselves, give rise to a transfer of goods or services to the donor.

Accounting treatment

In accordance with AASB 15, University A allocates the cash grant to its identified performance obligation (granting of the licence to the IP) and recognises the financial asset (cash) and a contract liability of $1.2 million on initial recognition.

University A concludes that the performance obligation is satisfied at a point in time (the end of the grant period) as the licence provides the donor only with a right to use the entity's IP as it exists when the licence is granted (paragraph B61). That is, the licence provides the donor with a right to use the university's IP as it exists at the end of the grant period. The licence does not provide a right to access the university's IP as the criteria in paragraph B58 are not met.

Accordingly, the university recognises revenue at the conclusion of the agreement, when the licence is granted to the donor.

Example 4—Research activities—Transfer of research findings

Example 4A – Enforceable agreement, sufficiently specific performance obligation, research data only

Research Institute C receives a cash grant from a donor, Marine Sanctuaries Trust M, of $5.3 million to undertake research that aims to track whale migration along the eastern coast of Australia.

The terms of the grant are:

- a period of three years;
- the return of funds that are either unspent or not spent in accordance with the agreement;
- publication of research data on a public website as it is obtained, so that any researchers can use the data;
- the IP arising from the research is neither transferred to nor licensed to donor M;
- annual progress reports and a final report are required;
- Institute C may publish research results in conference presentations and/or scholarly journals, retaining the copyright to such results; and
- the institute has an explicit right to payment for the research services completed to date if the agreement is terminated.

Institute C concludes that the arrangement is a contract with a customer as defined in AASB 15 on the basis that:

- Institute C's promise of specified research and contemporaneous publication of the research data is enforceable as the grant is refundable if the research is not undertaken;
- the institute identifies its promise to undertake the research and contemporaneously publish the research data is sufficiently specific and represents a single performance obligation; and
- the undertaking of the research and contemporaneous publication of the data will represent services provided to the donor, as it is a beneficiary of the research even though the research data is publicly available.

Accounting treatment

In accordance with AASB 15, Institute C allocates the cash grant to its identified performance obligation and recognises the financial asset (cash) and a contract liability of $5.3 million on initial recognition.

Institute C concludes that the performance obligation is satisfied over time as the donor simultaneously receives and consumes the benefits of the research services as they are performed (paragraph 35(a)). This is on the grounds that the research data is made public as it is collected.

Accordingly, the institute recognises revenue over time as it satisfies the performance obligation. The institute elects to measure its progress towards complete satisfaction of the performance obligation on the basis of research data published.

Example 4B – Enforceable agreement, sufficiently specific performance obligation, research data and assessment only

In this example, the facts of Example 4A apply, except that:

- the grant requires Research Institute C to prepare interim and final reports analysing the tracking data obtained;
- publication of the research data is required at the conclusion of the research, rather than contemporaneously;
- the IP arising from the research is neither transferred to nor licensed to donor M; and
- the institute is restricted from readily directing the tracking information and analysis for another use of the institute.

Institute C concludes that the arrangement is a contract with a customer as defined in AASB 15, on the same basis as set out in Example 4A.

<u>Accounting treatment</u>

In accordance with AASB 15, Institute C allocates the cash grant to its identified performance obligation and recognises the financial asset (cash) and a contract liability of $5.3 million on initial recognition.

Institute C concludes that the donor does not simultaneously receive and consume the benefits of the research services as they are performed, since the research data is not published until the conclusion of the research. Furthermore, the performance of the research activities results in the accumulation of knowledge, which is an asset (whether recognisable or unrecognisable) developed by the researcher but not immediately consumed. Therefore, paragraph 35(a) is not satisfied.

As the donor does not obtain the IP under the agreement, Institute C determines that its research does not create or enhance an asset that donor M controls as the asset is created or enhanced. Therefore, paragraph 35(b) is not satisfied.

Institute C notes that its research performance does not create an asset with an alternative use to the entity due to the restrictions in the agreement regarding directing the research to another use. Institute C also notes that it has an explicit, enforceable right to payment for performance completed. Therefore, paragraph 35(c) is satisfied.

Accordingly, Institute C concludes that the performance obligation is satisfied over time and recognises revenue over time as it satisfies the performance obligation. The institute elects to measure progress on the basis of the amount it would be entitled to receive for its performance to date, which corresponds with the value of the performance to the customer.

Example 4C – Enforceable agreement, sufficiently specific performance obligation, research data and assessment only

In this example, the facts of Example 4B apply, except that Institute C is able to utilise the research it performs for any other use of the institute. Institute C concludes that the arrangement is a contract with a customer as defined in AASB 15, on the same basis as set out in Example 4A.

<u>Accounting treatment</u>

In accordance with AASB 15, Institute C allocates the cash grant to its identified performance obligation and recognises the financial asset (cash) and a contract liability of $5.3 million on initial recognition.

Institute C concludes that the donor does not simultaneously receive and consume the benefits of the research services as they are performed, on the same basis as set out in Example 4B. Therefore, paragraph 35(a) is not satisfied.

Institute C determines that its research does not create or enhance an asset that donor M controls as the asset is created or enhanced, on the same basis as set out in Example 4B. Therefore, paragraph 35(b) is not satisfied.

Moreover, the institute notes that it is able to utilise the research it performs for any other use it determines. This is on the grounds that the institute has no contractual or practical limitation on its use of the research, including having the ability to sell the research to another customer. Therefore, the institute's performance does create an asset with an alternative use to the entity, and paragraph 35(c) is not satisfied.

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Accordingly, Institute C concludes that the performance obligation is satisfied at a point in time (the end of the grant period) and recognises revenue at the conclusion of the agreement, when it satisfies the performance obligation.

Example 4D – Enforceable agreement, sufficiently specific performance obligation, research data only

In this example, the facts of Example 4C apply, except that, rather than requiring publication of research data contemporaneously or at the conclusion of the research, the grant agreement refers to the institute's policy that requires the de-identified research findings (including data) to be made available to the donor and authorised third parties periodically (eg at least annually at the end of each year).[a]

Institute C concludes that the arrangement is a contract with a customer as defined in AASB 15 on the basis that:

- Institute C's promise of specified research and making available the de-identified research findings is enforceable as the grant is refundable if the research is not undertaken; and
- the institute identifies its promises to make available de-identified research findings periodically as sufficiently specific promises as they are separate performance obligations each satisfied at a point in time, representing discrete transfers of the research findings to the donor or third-party beneficiaries. The promises are sufficiently specific on the basis that the policies attached to the research grant specify the nature of the material (de-identified research findings (including data)) to be made available and a timeframe for that to occur (ie making the research findings available periodically, at least at the end of each of the three years). The terms of the grant require the institute to make the research findings available to the donor and third parties as set out in its policy, regardless of whether the donor or third parties actually access the findings.

<u>Accounting treatment</u>

In accordance with AASB 15, Institute C allocates the cash grant to its identified performance obligations and recognises the financial asset (cash) and a contract liability of $5.3 million on initial recognition.

Institute C concludes that for each of the performance obligations, the donor does not simultaneously receive and consume the benefits of the research services as they are performed. This is on the grounds that performance of the research activities results in the accumulation of knowledge, an asset (whether recognisable or unrecognisable) that is not immediately consumed. Therefore, paragraph 35(a) is not satisfied.

The donor does not obtain the IP under the agreement, nor does the donor control the knowledge accumulated as research activities are carried out. As a result, Institute C determines that its research does not create or enhance an asset that the donor M controls as the asset is created or enhanced. Therefore, paragraph 35(b) is not satisfied.

Moreover, the institute notes that it is able to utilise the research it performs for any other use it determines. This is on the grounds that the institute has no contractual or practical limitation on its use of the research, including having the ability to sell the research to another party. Therefore, the institute's performance does create an asset with an alternative use to the entity, and paragraph 35(c) is not satisfied.

Accordingly, Institute C concludes that each performance obligation is satisfied at a point in time (eg the end of each year) when the research findings to date are made available, whether or not the donor or third parties access the findings, and recognises the related revenue at those points in time (eg the end of each year).

a Alternatively, where the grant agreement does not explicitly refer to the institute's policy, provided the donor is aware of this policy, the institute's past practice of making de-identified research findings available at least annually to donors and authorised third parties in accordance with its policy may create a valid expectation that the research findings will be made available. In this case, the implicit promises to make available de-identified research findings periodically would be treated as part of the grant terms. [The grant agreement could instead refer explicitly to the making available of research findings, so that reference to a policy of the institute would not be necessary.]

Example 5—Research activities—No contract with a customer

Example 5A – Enforceable agreement, performance obligations not sufficiently specific

University G receives a cash grant from a donor, Medical Research Trust Z, of $2 million to undertake research that aims to identify and validate biomarkers to distinguish malignant cancers from benign tumours.

The terms of the grant are:

- a period of two years;
- the return of funds that are either unspent or not spent in accordance with the agreement;
- semi-annual budget reports that detail how the funds have been spent to date; and
- the research results are publicised, when appropriate, in conference presentations and/or published in scholarly journals.

University G notes that the arrangement is enforceable as the grant is refundable if the research is not undertaken. However, University G concludes its arrangement with donor Z is not a contract with a customer as defined in AASB 15. This is on the basis that:

- publicising the research results when appropriate is not sufficiently specific to enable University A to identify when it satisfies its obligations because there is no requirement to produce a specified number of publications or deliver a specified number of presentations; and
- the budget reports merely provide the grantor an indication of the University's spending of funds and do not represent a transfer of a benefit to the grantor.

Accordingly, the university concludes that the arrangement is not within the scope of AASB 15. Given that the university acquired cash (the grant funds) for consideration that is significantly less than fair value (there are no performance obligations to recognise) principally to enable it to further its objectives (research), University G concludes that AASB 1058 *Income of Not-for-Profit Entities* is applicable.

<u>Accounting treatment</u>

University G recognises a financial asset of $2 million for the cash grant received and recognises any related amounts arising under other Australian Accounting Standards in accordance with AASB 1058. Any excess of the financial asset over the related amounts would be recognised as income.

Example 5B – Enforceable agreement, performance obligations not sufficiently specific, individual researcher controls grant funds

In this example, the facts of Example 5A apply, except that:

- University G receives the grant funds to administer on behalf of a researcher named in the grant;
- the named researcher may direct the use of the funds in accordance with the grant agreement; and
- the funding arrangement is tied to the researcher, so that if the researcher moves from University G to another research institution, any unspent grant funds held by the university will be transferred to the other research institution.

University G concludes that the arrangement is not a contract with a customer as defined in AASB 15, on the same basis as set out in Example 5A.

University G notes that it merely administers the grant funds on behalf of the researcher. Accordingly, the university considers the arrangement under the requirements of AASB 9 *Financial Instruments*, noting it:

- receives cash that it administers in accordance with the grant agreement (to which it is a party);
- may invest the funds it holds as it considers appropriate, benefiting from any interest received and obliged to reimburse any losses incurred; and
- agrees to expend those funds at the direction of the researcher.

<u>Accounting treatment</u>

University G recognises a financial asset of $2 million for the funds received, in accordance with paragraph 3.1.1 of AASB 9. The university then considers whether it has transferred the financial asset to the researcher, but notes that because it may invest the funds as it considers appropriate, the university retains substantially all the risks and rewards of ownership of the funds. Accordingly, the university continues to recognise the grant funds as a financial asset and recognises an equal amount as a financial liability to expend the grant funds at the researcher's direction, as required by paragraph 3.2.15 of AASB 9.

Allocating the transaction price to performance obligations (paragraphs F28–F32)

IE4 Examples 6 and 7 illustrate the requirements of AASB 15 for accounting for the transaction or agreement, including assessing whether the transaction includes an element not related to performance obligations (eg a donation).

Example 6—Performance obligation, transfer of goods without donation element
Entity A (a not-for-profit entity) sells chocolates in a fundraising drive for a greater margin than a for-profit entity would typically generate by selling chocolates. In addition, buyers of the chocolates are often motivated by the not-for-profit entity's benevolent aims. The customer is entitled to a full refund of the purchase price if the chocolates were ordered and paid for in advance and either the delivered chocolates were spoiled or Entity A is unable to deliver the chocolates. Entity A determines there is a contract with a customer accounted for under AASB 15, as there is: • an enforceable contract due to the return obligation; and • a sufficiently specific performance obligation requiring the transfer of the chocolates to the customer, which is satisfied at the time of delivery. Entity A determines that the presumption in paragraph F28 cannot be rebutted because the transaction price is not partially refundable. <u>Accounting treatment</u> Accordingly, the entire consideration received, including the proceeds from the additional profit margin, forms part of the transaction price that is allocated to the performance obligation. There is no element unrelated to the transfer of the chocolates that would require separate accounting.

Example 7—Performance obligation, transfer of goods with donation element
Entity B holds an annual fundraising dinner in its local community. The ticket price is $600 per head, and is partially refundable if the dinner is cancelled, in which case the customer will receive a refund of $300. Based on the menu, the retail price of the dinner at a local restaurant is $200 per ticket. Hosting the dinner also provides patrons (customers) with the benefit of socialising with a wide range of community members (including networking) and the amount of consideration to which Entity B expects to be entitled in exchange for transferring the promised goods or services (the dinner and networking) to the customer is $250. Entity B determines there is a contract with a customer to be accounted for under AASB 15, as there is: • an enforceable contract due to the return obligation; and • a sufficiently specific performance obligation requiring the provision of the dinner and networking to the customer, which would be satisfied at the point in time when provided. Entity B determines that the presumption in paragraph F28 is rebutted as there is a partial refund in the event of non-performance. The element not related to the performance obligation is considered material. <u>Accounting treatment</u> For each ticket sold, Entity B recognises: • a contract liability of $250, in accordance with AASB 15, which represents the transaction price of the dinner and networking to be provided to the ticketholder. Entity B would recognise this amount as revenue when it provides the dinner event; and • income of $350, in accordance with AASB 1058 – the residual of $350 is a result of a transaction where the consideration provided by the entity ($250) is significantly less than the fair value of the asset (cash of $600) principally to enable Entity B to further its objectives and therefore AASB 1058 applies, with immediate recognition of income. A refund obligation is recognised only to the extent that the entity does not expect to retain the refundable amount. Entity B therefore does not recognise the refund obligation of $300 unless the dinner is cancelled or is expected to be cancelled. In that case, and subsequent to the initial accounting above, Entity B would then recognise in respect of each ticket: • the reversal of the contract liability of $250 (debit), as settlement is no longer expected; • a reduction in cash of $300 (credit), being the refund to the ticket holder; and • the difference of $50 (debit) is either an expense or a reduction of donation income previously recognised. This results in a net donation of $300 per ticket, reflecting the net cash received for each ticket after the refund has been made.

Australian illustrative examples for not-for-profit public sector licensors

These illustrative examples accompany, but are not part of, AASB 15. They illustrate aspects of the Australian guidance for not-for-profit public sector licensors in AASB 15, but are not intended to provide interpretative guidance.

These examples illustrating aspects of the Australian guidance for not-for-profit public sector licensors in AASB 15 complement, and have the same status, as the Illustrative Examples accompanying IFRS 15 Revenue from Contracts with Customers*, which are available on the AASB website to website users in Australia.*

These examples are additional to the illustrative examples accompanying AASB 15 that were added as part of AASB 2016-8 Amendments to Australian Accounting Standards – Australian Implementation Guidance for Not-for-Profit Entities*. Therefore the numbering of these paragraphs starts at IE5 and the numbering of the examples starts at Example 8.*

IE5 The following examples portray hypothetical situations. They are intended to illustrate how a not-for-profit public sector licensor might apply some of the requirements of AASB 15 *Revenue from Contracts with Customers* to non-IP licences that they issue, on the basis of the limited facts presented. Although some aspects of the examples might be present in actual fact patterns, all relevant facts and circumstances of a particular fact pattern would need to be evaluated when applying AASB 15. The evaluations in each example are not intended to represent the only manner in which AASB 15 could be applied.

Satisfaction of performance obligations (paragraphs 31–38)

IE6 Example 8 illustrates a not-for-profit public sector licensor recognising revenue when (or as) the licensor satisfies the performance obligation of transferring the promised licence to the licensee. A licence is transferred when (or as) the licensee obtains control of that licence. To determine when a licensee obtains control of the promised rights associated with the licence and the licensor satisfies its performance obligation, the licensor shall consider the requirements for control in AASB 15 paragraphs 31–34 regarding control by the licensee (the customer).

IE7 The licensor shall determine at the inception of each licensing arrangement whether the performance obligation from issuing the licence is recognised over time (in accordance with AASB 15 paragraphs 35–37) or at a point in time (in accordance with AASB 15 paragraph 38).

Example 8—Performance obligations, non-IP licence

Example 8A – Exclusivity rights

Public Sector Authority A (Licensor) issued Casino Operator B (Licensee) a licence to operate a casino in geographical location C for $100 million.

The terms of the arrangement are:

- a period of ten years;
- payment for the arrangement is not refundable and is due when the licence is issued;
- the arrangement contains an exclusivity clause, whereby no other casinos may operate within geographical location C during the licence period. Licensor is responsible for protecting the exclusivity of the arrangement and will be responsible for the payment of damages to Licensee if exclusivity is breached;
- as part of the arrangement, Licensor is responsible for performing a number of regulatory oversight and monitoring activities prior to issuing the licence and ongoing throughout the licensing period to ensure Licensee and operation of the casino remain free from criminal influence or exploitation, and gaming in the casino is conducted honestly; and
- the cost for issuing the casino licence (including surveying the proposed gaming premises and the upfront and ongoing regulatory activities) is expected to be $100,000.

Applying the accounting framework for licences issued by not-for-profit public sector licensors

<u>Is the arrangement a licence or a tax?</u>

Licensor applies paragraph G3 and concludes its arrangement with Licensee is not a tax, on the basis that the majority of the indicators support a licence classification:

- it is a discretionary arrangement entered into by each of the parties;

- its primary purpose is not generating income for the public sector, but ensuring that the participation of the general public in gaming activities is controlled, provided in a safe environment and protected from criminal influence and exploitation. The low costs of $100,000 in comparison to the licence payment of $100 million may be indicative of a tax element (see below);
- it contains an obligation for Licensor to issue a casino licence, and creates enforceable rights for Licensee to conduct gaming activities;
- it gives Licensee specific permission to provide gaming activities which would otherwise be unlawful;
- there is no underlying asset of Licensor that is transferred to Licensee.

Licensor applies paragraphs G4–G6 and concludes there is no tax element that needs to be separated. Although the arrangement has a low cost in relation to the consideration received, which might be indicative of a tax element, the transaction price is not refundable, and there is no other evidence indicating similar activities operating through different structures (such as online gaming) are subject to a tax. Accordingly, the criteria necessary to rebut the presumption for Licensor to allocate the transaction price of $100 million wholly to the licence are not satisfied.

<u>Is it a low-value or short-term licence?</u>

Applying paragraphs Aus8.1 and G22–G27, Licensor concludes that its arrangement with Licensee is not a low-value or short-term licence because the transaction price of the licence is $100 million and the term of the licence is 10 years.

<u>Is it an intellectual property (IP) licence?</u>

Applying paragraph G13, Licensor concludes its arrangement with Licensee is a non-IP licence as the arrangement does not involve rights over IP of Licensor.

<u>Is the non-IP licence a lease or does it contain a lease?</u>

Applying paragraphs Aus5.2 and G14(a), Licensor concludes its arrangement with Licensee gives Licensee a right to perform an activity (ie operate a casino) rather than conveying a right over an identified asset of the Licensor. Therefore the arrangement is not a lease and does not contain a lease.

<u>Identifying the performance obligation</u>

Who is the customer?

Applying paragraph G16, Licensee (Casino Operator B) is identified as the customer. Licensee has entered into an arrangement with Licensor to obtain goods or services that are an output of Licensor's ordinary activities in exchange for consideration.

What are the goods and services promised in the arrangement?

Applying paragraphs G18–G21, Licensor concludes the only goods and services transferred to Licensee (the customer) is the licence itself, being the 'right to perform' gambling activities.

Licensor observes that the following promises/activities are not performance obligations as they do not transfer additional goods or services to Licensee, beyond the licence itself, but instead either confirm the attributes promised at inception of the licence or confirm that the terms of the licence have been met:

- refraining from issuing new casino licences in geographical location C as the licence is exclusive (ie an exclusive licence is issued and continues throughout the licence period); and
- performing regulatory activities to monitor that Licensee continues to meet the eligibility criteria (including that the gaming offered is honest and free from criminal influence) during the period of the licence. The Licensee must meet the eligibility criteria to be issued the licence and controls whether the criteria continue to be met, so no additional goods or services are provided by the licensor.

Licensor does not identify any remaining promises to transfer a good or service to Licensee in the arrangement that are distinct from the licence.

Licensor concludes there is a single distinct performance obligation to issue the licence.

Example 8B – Distinct goods or services

In this example, the facts of Example 8A apply, except that, in addition to issuing the licence, Licensor will perform maintenance of Licensee's gaming machines throughout the licence term to ensure that the gaming machines are in working order, have not been tampered with and are not in need of repair. If such services were not provided by Licensor, it is expected that Licensee would engage a third party to carry out the maintenance services to provide assurance to Licensee's patrons that the machines are functioning as they should be. In addition:

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- Licensor observes that, based on market conditions, a customer in the market for such maintenance services would be willing to pay $5 million; and
- the upfront payment of $100 million includes the maintenance services.

Applying the accounting framework for licences issued by not-for-profit public sector licensors

Licensor concludes on the same basis as Example 8A that its arrangement to issue a non-IP licence to Licensee is not a tax, is not a low-value or short-term licence, is not an IP licence and is not a lease or does not contain a lease.

Identifying the performance obligation

Licensor concludes on the same basis as Example 8A that Licensee is the customer, and identifies the issue of the licence (the right to perform) as a performance obligation.

Applying paragraphs 22 and G15–G20, Licensor concludes there are two distinct performance obligations to:

- issue the licence; and
- provide a series of maintenance services.

The promise to perform maintenance services on the gaming machines transfers a series of services that are substantially the same and have the same pattern of transfer to Licensee and in accordance with paragraph 27 this service is distinct from granting the licence to operate a casino, as:

(a) Licensee can benefit from the service either on its own or together with other resources that are readily available to Licensee (paragraph 28) – if Licensor were not providing this service to Licensee, Licensee would be reasonably expected to obtain such services from a third party to ensure machines are operating at capacity to generate maximum revenue; and

(b) Licensor's promise to transfer the good or service to Licensee is separately identifiable from other promises in the arrangement (paragraph 29) as:

   (i) the maintenance services are not integral to the issue of the casino licence;
   (ii) the maintenance services do not modify the rights provided by the licence; and
   (iii) the nature of Licensor's promise is to transfer the maintenance services separately to the issue of the casino licence.

Licensor does not identify any remaining promises to transfer a good or service to Licensee in the arrangement that are distinct from the licence and the maintenance services.

Compilation details
Accounting Standard AASB 15 *Revenue from Contracts with Customers* (as amended)

Compilation details are not part of AASB 15.

This compiled Standard applies to annual periods beginning on or after 1 January 2019 but before 1 January 2021. It takes into account amendments up to and including 16 December 2019 and was prepared on 2 March 2020 by the staff of the Australian Accounting Standards Board (AASB).

This compilation is not a separate Accounting Standard made by the AASB. Instead, it is a representation of AASB 15 (December 2014) as amended by other Accounting Standards, which are listed in the Table below.

Table of Standards

Standard	Date made	FRL identifier	Commence-ment date	Effective date *(annual periods … on or after …)*	Application, saving or transitional provisions
AASB 15	12 Dec 2014	F2015L00115	12 Dec 2014	*(beginning)* 1 Jan 2018	see (a) below
AASB 2015-8	22 Oct 2015	F2015L01840	31 Dec 2016	*(beginning)* 1 Jan 2017	see (b) below
AASB 16	23 Feb 2016	F2016L00233	31 Dec 2018	*(beginning)* 1 Jan 2019	see (c) below
AASB 2016-3	11 May 2016	F2016L00825	31 Dec 2017	*(beginning)* 1 Jan 2018	see (d) below
AASB 1058	9 Dec 2016	F2017L00042	31 Dec 2018	*(beginning)* 1 Jan 2019	see (e) below
AASB 2016-7	9 Dec 2016	F2017L00043	31 Dec 2016	*(beginning)* 1 Jan 2017	see (f) below
AASB 2016-8	9 Dec 2016	F2017L00044	31 Dec 2018	*(beginning)* 1 Jan 2019	see (g) below
AASB 17	19 Jul 2017	F2017L01184	31 Dec 2020	*(beginning)* 1 Jan 2021	not compiled*
AASB 2018-4	4 Sept 2018	F2018L01392	31 Dec 2018	*(beginning)* 1 Jan 2019	see (h) below
AASB 2019-6	16 Dec 2019	F2020L00055	31 Dec 2019	*(beginning)* 1 Jan 2019	see (i) below

* The amendments made by this Standard are not included in this compilation, which presents the principal Standard as applicable to annual reporting periods beginning on or after 1 January 2019 but before 1 January 2021.

(a) AASB 15 applies to annual periods beginning on or after 1 January 2018 (instead of 1 January 2017) as a result of amendments made by AASB 2015-8 *Amendments to Australian Accounting Standards – Effective Date of AASB 15*. Earlier application is permitted.

(b) Entities may elect to apply this Standard to annual periods beginning before 1 January 2017.

(c) Earlier application is permitted, provided entities also apply AASB 15 *Revenue from Contracts with Customers* at or before the date of initial application of AASB 16 *Leases*.

(d) Entities may elect to apply this Standard to annual periods beginning before 1 January 2018.

(e) Earlier application is permitted, provided entities also apply AASB 15 to the same period.

(f) AASB 2016-7 deferred the effective date of AASB 15 (and its consequential amendments in AASB 2014-5) for not-for-profit entities to annual reporting periods beginning on or after 1 January 2019, instead of 1 January 2018. However, earlier application is permitted, provided that AASB 1058 *Income of Not-for-Profit Entities* is also applied.

(g) Entities may elect to apply this Standard to annual periods beginning before 1 January 2019, provided AASB 1058 is also applied to the same period.

(h) Entities may elect to apply this Standard to annual periods beginning before 1 January 2019, provided AASB 15 and AASB 16 are also applied to the same period.

(i) Entities may elect to apply this Standard to annual periods beginning before 1 January 2019.

Table of amendments to Standard

Paragraph affected	How affected	By … [paragraph/page]
Aus4.1 (and preceding heading)	deleted	AASB 2015-8 [9]
Aus4.2-Aus4.3	deleted	AASB 2015-8 [7]
Aus4.4	renumbered as AusC10.1	AASB 2015-8 [10]
Aus4.5-Aus4.6 (and preceding heading)	deleted	AASB 2015-8 [11]

Paragraph affected	How affected	By … [paragraph/page]
Aus4.7 (preceding heading)	deleted	AASB 2015-8 [12]
Aus4.7	renumbered as Aus129.1	AASB 2015-8 [12]
5	amended	AASB 16 [page 45]
Aus5.1	added	AASB 2016-8 [6]
Aus5.2	added	AASB 2018-4 [4]
Aus7.1	added	AASB 2016-8 [6]
Aus8.1-Aus8.5 (and preceding heading)	added	AASB 2018-4 [4]
Aus9.1	added	AASB 2016-8 [6]
26-27	amended	AASB 2016-3 [page 5]
Aus26.1	added	AASB 2018-4 [4]
29	amended	AASB 2016-3 [page 6]
97	amended	AASB 16 [page 45]
Aus129.1 (preceding heading)	added	AASB 2015-8 [12]
B1	amended	AASB 2016-3 [page 7]
B34-B38	amended	AASB 2016-3 [page 7]
AusB34.1	added	AASB 2016-8 [7]
B34A	added	AASB 2016-3 [page 7]
B35A-B35B	added	AASB 2016-3 [page 7]
B37A	added	AASB 2016-3 [page 8]
B52-B53	amended	AASB 2016-3 [page 8]
B57	deleted	AASB 2016-3 [page 9]
B58	amended	AASB 2016-3 [page 9]
B59A	added	AASB 2016-3 [page 10]
B63A-B63B	added	AASB 2016-3 [page 10]
B66	amended	AASB 16 [page 45]
B70	amended	AASB 16 [page 45]
C1	added	AASB 2015-8 [7]
AusC1.1	added	AASB 2016-7 [4]
AusC1.2	added	AASB 2019-6 [6]
C1A	added	AASB 16 [page 46]
C1B	added	AASB 2016-3 [page 11]
C2	amended	AASB 2016-3 [page 11]
AusC2.1	added	AASB 1058 [page 21]
C5	amended	AASB 2016-3 [page 11]
C7	amended	AASB 2016-3 [page 12]
C7A	added	AASB 2016-3 [page 12]
C8A	added	AASB 2016-3 [page 12]
Appendix A.1	added	AASB 2018-4 [5]
Appendix E	added	AASB 2015-8 [11]
Appendix F	added	AASB 2016-8 [8]
Appendix G	added	AASB 2018-4 [6]

Table of amendments to guidance

Paragraph affected	How affected	By … [paragraph/page]
IE1-IE3	added	AASB 2016-8 [9]
Examples 4A, 4B	amended	AASB 2019-6 [8]
Example 4D	added	AASB 2019-6 [9]
IE4	added	AASB 2016-8 [9]
IE5-IE7	added	AASB 2018-4 [7]

Deleted IFRS 15 text

Deleted IFRS 15 text is not part of AASB 15.

C10 This Standard supersedes the following Standards:

(a) IAS 11 *Construction Contracts*;

(b) IAS 18 *Revenue*;

(c) IFRIC 13 *Customer Loyalty Programmes*;

(d) IFRIC 15 *Agreements for the Construction of Real Estate*;

(e) IFRIC 18 *Transfers of Assets from Customers*; and

(f) SIC-31 *Revenue—Barter Transactions Involving Advertising Services*.

Basis for Conclusions on AASB 2016-8

This Basis for Conclusions accompanies, but is not part of, AASB 15. The Basis for Conclusions was originally published with AASB 2016-8 Amendments to Australian Accounting Standards – Australian Implementation Guidance for Not-for-Profit Entities.

Introduction

BC1 This Basis for Conclusions summarises the Australian Accounting Standards Board's considerations in reaching the conclusions in this Standard. It sets out the reasons why the Board developed the Standard, the approach taken to developing the Standard and the key decisions made. In making decisions, individual Board members gave greater weight to some factors than to others.

The need for change

BC2 Prior to the issue of AASB 15 *Revenue from Contracts with Customers*, the recognition and measurement requirements for transactions of not-for-profit entities giving rise to income depended on whether the transaction was reciprocal or non-reciprocal in nature. The accounting for income arising from reciprocal transactions was predominantly addressed in AASB 118 *Revenue* and AASB 111 *Construction Contracts*. The accounting for income arising from non-reciprocal transactions was addressed in AASB 1004 *Contributions*.

BC3 The Board observed determining whether a transaction was reciprocal or non-reciprocal in practice was not always straightforward. Entities found it challenging to determine whether approximately equal value had been provided in exchange to the other party or parties to the transfer, and contended that in many instances the immediate recognition of income in a non-reciprocal transaction did not faithfully represent the underlying financial performance of the entity. Constituents noted that identifying reciprocal transactions was difficult and that diverse interpretations existed, with some entities recognising transactions with return obligations and specified performance outcomes as reciprocal transactions and some not. Constituents were also concerned about the income recognition requirements as applied to grants, appropriations and other transfers of assets made on the condition that the not-for-profit entity deliver goods or services to nominated third parties. Constituents also noted difficulties in discussing financial information with grantors/donors when explaining why they needed additional resources when the financial statements indicated no such need because of the immediate income recognition requirement of AASB 1004. Users noted they did not think the financial statements were reflecting the economic reality of the not-for-profit entities' financial circumstances. Accordingly, the Board decided to undertake a project to conduct a fundamental review of the income recognition requirements applying to not-for-profit entities.

BC4 As a consequence of its policy on transaction neutrality, the Board gave consideration to International Accounting Standards Board developments in the accounting for revenue; finalised with the issue of IFRS 15 *Revenue from Contracts with Customers* in May 2014 and noted it needed to determine what, if any, amendments and guidance would be required to enable not-for-profit entities to apply this Standard. In addition, the Board noted the application of the performance obligation approach to revenue recognition adopted in IFRS 15, using a broader concept of customer had the potential to resolve some of the issues noted with AASB 1004. The Board also had regard to the work of the International Public Sector Accounting Standards Board (IPSASB) in developing its income recognition requirements for 'non-exchange' transactions.

BC5 The Board's proposals with respect to the accounting for income of not-for-profit entities finalised in this Standard were exposed for public comment in April 2015 as part of ED 260 *Income of Not-for-Profit Entities*. In developing ED 260, the Board considered both the feedback received on the immediate predecessor Exposure Draft, ED 180 *Income from Non-Exchange Transactions (Taxes and Transfers)*, and the requirements of AASB 15 *Revenue from Contracts with Customers*. ED 260 proposed both revisions to the income recognition principles in AASB 1004, and development of guidance and illustrative examples to assist not-for-profit entities in implementing AASB 15.

BC6 As part of its due process on this project, the Board held roundtables in Melbourne, Brisbane, Sydney and Canberra, and discussed the proposals at various forums, workshops and discussion groups. In addition, to help ensure it considered implications of its proposals on entities with different objectives (eg charities, local government), the Board conducted several targeted meetings. The Board received comments on its exposed proposals both formally via 34 submissions on the Exposure Draft, and informally via email, meetings with constituents, presentations to various bodies and social media. About half the respondents to the Exposure Draft explicitly considered that overall, the proposals would result in financial statements that would be useful to users. Other respondents were supportive of the Board's efforts in this area but considered that the proposals did not fully address the concerns noted in paragraph BC3. Following the consultation period, and after considering constituent comments received, the Board decided to proceed with issuing revised principles for the recognition and measurement of income of not-for-profit entities.

BC7 In response to the feedback received, the Board amended or clarified various proposals in the Exposure Draft as part of issuing the final guidance. As part of its processes in this regard, the Board decided to establish a Project Advisory Panel consisting of preparers and advisors to provide input to the revised proposals. The Board considered that, overall, its decisions on this project did not significantly depart from those exposed in a manner that adversely affects entities applying the Standard. However, in order to satisfy itself that sufficient due process had been undertaken, the Board invited public comment on both a discussion draft before the Board at its August 2016 meeting and a fatal flaw draft – publicised via its weekly newsletter.

BC8 The Board decided to finalise its proposals exposed in ED 260 by:

(a) issuing AASB 1058 to address the accounting for income of not-for-profit entities. The Standard establishes principles for not-for-profit entities that apply to transactions where the consideration to acquire an asset is significantly less than fair value principally to enable a not-for-profit entity to further its objectives, and to the receipt of volunteer services;

(b) issuing AASB 2016-8 *Amendments to Australian Accounting Standards – Australian Implementation Guidance for Not-for-Profit Entities* to add implementation guidance to AASB 15 and AASB 9 as well as illustrative examples to AASB 15 to assist not-for-profit entities in applying the Standard;

(c) retaining AASB 1004 *Contributions*, amended to exclude transactions now addressed by AASB 1058; and

(d) issuing AASB 2016-7 *Amendments to Australian Accounting Standards – Deferral of AASB 15 for Not-for-Profit Entities* to defer the effective date of AASB 15 for application by not-for-profit entities.

Amendments to AASB 9

Non-contractual receivables arising from statutory requirements

BC9 In ED 260 the Board proposed asset recognition requirements for AASB 1058 that overrode the recognition criteria of other Australian Accounting Standards. Under those proposals entities would have recognised an asset and measured it at fair value in accordance with the proposed requirements and then subsequently measured that asset in accordance with its applicable Standard. In its redeliberations on ED 260 the Board decided not to proceed with the asset recognition requirements it proposed in the ED. Instead, the Board decided to clarify consequential amendments to other Standards that specify the initial measurement requirements for transactions within the scope of AASB 1058.

BC10 As part of its redeliberations the Board observed that entities with statutory receivables, such as from taxes and fines, would not be required to apply AASB 9 to those receivables as they are not financial assets as defined in AASB 132 *Financial Instruments: Presentation* because there is no contract that provides the entity with the right to future cash flows. However, the Board held the view that the initial fair value measurement requirements of AASB 9 are the most appropriate for the types of receivables under consideration as the economic substance of contractual receivables and receivables arising from statutory requirements is similar at initial recognition and therefore decided to require that AASB 9 be applied for the initial measurement of such receivables. The Board also considered that requiring entities to apply AASB 9 for the initial measurement of non-contractual receivables arising from statutory obligations addressed the uncertainty surrounding the appropriate treatment of those receivables.

BC11 Accordingly, the Board decided to amend AASB 9 to require that non-contractual receivables arising from statutory requirements should initially be measured in accordance with that Standard as if those receivables were financial instruments. The Board considered whether the subsequent measurement requirements of AASB 9 should also apply to statutory receivables; however, the Board noted:

(a) constituent feedback indicating the impact of the subsequent measurement requirements of AASB 9 needs further consideration; and

(b) the International Public Sector Accounting Standards Board (IPSASB) had recently embarked on its *Public Sector Specific Financial Instruments* project to consider requirements for public sector financial instruments that are not within the scope of IFRS 9 *Financial Instruments*.

BC12 Accordingly, the Board decided not to require entities to apply the subsequent measurement requirements of AASB 9 to statutory receivables. Instead, the Board decided to monitor the IPSASB's project and consider the subsequent measurement of statutory receivables in a future project.

BC13 The Board noted that applying AASB 9 only for initial recognition of non-contractual statutory receivables could cause confusion and therefore decided to add guidance to accompany AASB 9.

BC14 The Board decided not to address non-contractual payables at this stage, given the scope of the project is related to income of not-for-profit entities. However, the Board decided to consider non-contractual payables at a future date while monitoring the work of the IPSASB on its public sector specific financial instruments project.

Amendments to AASB 15

BC15 The Board conducted a comprehensive review of AASB 15 to determine where additional not-for-profit guidance might be required. As a result, the Board decided to develop guidance for not-for-profit entities including addressing:

(a) how not-for-profit entities should apply terminology used in AASB 15;

(b) when an agreement with another party creates enforceable rights and obligations; and

(c) how to identify when performance obligations exist, requiring a promise to transfer a good or a service to be specified in sufficient detail to be able to determine when the obligation is satisfied.

BC16 In addition to the guidance mentioned above, the Board also decided to make some amendments to the body of AASB 15:

(a) to require that transfers which enable an entity to acquire or construct a non-financial asset to be controlled by the entity be accounted for in accordance with AASB 1058, not AASB 15; and

(b) to clarify that any contract that is not enforceable or does not contain sufficiently specific performance obligations is not within the scope of AASB 15 for not-for-profit entities.

BC17 The Board observed that not-for-profit entities might receive transfers of financial assets that the entity must use to acquire or construct a non-financial asset that the entity will control. The Board noted various views on the requirements that should apply to these transfers, which could result in divergence in practice. The Board considered that these transfers are an in-substance transfer of the underlying non-financial asset the entity must acquire or construct. Accordingly, the Board decided to specify accounting requirements for these transfers in AASB 1058 and to clearly state that these transfers are not within the scope of AASB 15 for not-for-profit entities.

BC18 The Board noted that paragraph 15 of AASB 15 specifies requirements for contracts with customers that do not meet the criteria in paragraph 9 of AASB 15. For the purposes of the guidance the Board developed to accompany AASB 15 the Board noted, in particular, that some of the criteria in paragraph 9 relate to enforceable agreements and sufficiently specific performance obligations. The Board considered that the requirements of paragraph 15 would create ambiguity in the context of AASB 1058 and the additional guidance the Board developed to accompany AASB 15. Consequently, the Board decided to amend AASB 15 to state that any contract of a not-for-profit entity that is not enforceable or does not contain sufficiently specific performance obligations is not within the scope of AASB 15. Moreover, not-for-profit entities would need to consider whether that contract should be accounted for in accordance with AASB 1058. The Board noted that this amendment would help to avoid confusion and divergence in practice.

Terminology

BC19 Not-for-profit entities often receive assets through grants and other transactions, where those transactions:

(a) are not described as contracts, even though they may be part of agreements that specify the goods or services to be transferred by the recipient of the grant;

(b) are not described as transactions with 'customers';

(c) might impose an obligation to transfer goods or services; or

(d) might require a not-for-profit entity to provide benefits to third party beneficiaries when they transfer promised goods or services.

In these circumstances, the party, or parties, that should be regarded as the ‘customers’ might be unclear.

BC20 The Board considered whether to make modifications to some terms in AASB 15 that would be clearer for not-for-profit entities to apply. In developing ED 260 the Board decided to maintain a transaction-neutral approach to any modifications it might consider to AASB 15. In this context, the Board reviewed the definitions of a ‘customer’ and of a ‘contract’ to determine whether a modification was necessary or whether additional not-for-profit guidance would be sufficient.

BC21 The Board concluded that these aspects do not warrant using different terms other than ‘contract’ and ‘customer’ because additional guidance on how those terms apply in a not-for-profit context would provide sufficient direction for entities while maintaining the Board’s transaction-neutral approach. Accordingly, in ED 260 the Board decided to clarify those terms in a not-for-profit entity context. Feedback on ED 260 indicated broad support for the proposed clarifications, and therefore the Board decided to finalise its proposals in that regard.

Customer

BC22 In a contract with a customer, the customer may direct that goods or services are to be provided to third party beneficiaries (whether employees, other individuals or the community at large) on the customer’s behalf. The Board noted the IASB’s considerations in its Basis for Conclusions to IFRS 15, specifically paragraphs BC54 and BC55 where the IASB argued that the definition of a ‘customer’ could extend beyond the parties specifically identified in a contract, thereby potentially satisfying the definition of a ‘customer’ to be in scope of IFRS 15. The Board noted that the IASB’s considerations highlighted in paragraphs BC54 and BC55 concur with the Board’s views. However, the Board noted that while the IASB expressed this view in its Basis for Conclusions to IFRS 15, not-for-profit entities would need more authoritative guidance.

BC23 Consistent with the IASB’s conclusions, the Board acknowledged that identifying the ‘customer’ in a contract may not always be straightforward for not-for-profit entities. For example, the Board noted that not-for-profit entities routinely receive grants where the grantor requires the entity to provide services to unspecified third parties. In all other respects the grant would be within the scope of AASB 15. In this example, it is unclear whether those unspecified third parties could be considered ‘customers’ in the contract or whether the grantor is the customer.

BC24 The Board clarified that in contracts with customers, the customer is usually the party that has contracted with the entity for those goods or services and promises consideration in exchange for those goods or services, regardless of whether there are third party beneficiaries. Although this principle applies to entities in both the for-profit and not-for-profit sectors, the Board decided to add not-for-profit entity clarification of this principle, in view of:

(a) the likely greater prevalence of third party beneficiaries in contracts entered by not-for-profit entities; and

(a) uncertainty about this issue expressed to the Board in its project outreach activities.

Contract

BC25 The Board noted that a ‘contract’ is defined in AASB 15 as “an agreement between two or more parties that creates enforceable rights and obligations” and that paragraph 10 of AASB 15 states that contracts can be written, oral or implied by an entity’s customary business practices. The Board considered that this definition and guidance are sufficiently broad to address the issues noted in paragraph BC19, and should readily be able to be applied by not-for-profit entities. The Board acknowledged, however, that clarification was necessary for not-for-profit entities in relation to some specific aspects of applying the definition.

BC26 The Board observed that not-for-profit entities might require additional guidance to distinguish sufficiently specific performance obligations for the purposes of AASB 15 and constructive obligations for the purposes of AASB 137 *Provisions, Contingent Liabilities and Contingent Assets*. In particular, the Board considered a range of statements not-for-profit entities make regarding, for example, their purpose or reason for a particular fundraising. The Board noted that some of these statements could give rise to:

(a) sufficiently specific performance obligations;

(b) constructive obligations; or

(c) the immediate recognition of income.

BC27 The Board decided that the distinguishing characteristics of an arrangement that would result in any of the above outcomes requires further clarification given the broad range of arrangements not-for-profit entities enter into. The additional guidance would assist entities in determining an appropriate accounting treatment that more accurately reflects the effects of the entity's arrangements on its financial performance.

BC28 Based on feedback to ED 260 indicating uncertainty regarding the determination of enforceability, particularly for documents not specifically identified as contracts, the Board also decided to clarify:

(a) that a 'contract', for the purposes of AASB 15, can extend to arrangements such as Memoranda of Understanding, Heads of Agreement and Letters of Intent if those arrangements are enforceable given that not-for-profit entities might not enter arrangements that are explicitly defined as contracts; and

(b) the factors to consider when determining if a contract is enforceable (see paragraphs BC29–BC36).

Enforceable agreements

BC29 The Board noted that obligations can include those that are legal, constructive and economic in nature. AASB 15 states that a contract is an agreement between two or more parties that creates enforceable rights and obligations. The Basis for Conclusions to IFRS 15 paragraph BC32 states that in determining whether a contractual right or obligation is enforceable is a question to be considered within the context of the relevant legal framework (or equivalent framework) that exists to ensure that the parties' rights and obligations are upheld. In ED 260 the Board decided to propose not-for-profit entity-specific guidance to help entities identify whether an agreement creates enforceable rights and obligations. This is because:

(a) moral obligation and economic compulsion can be seen as the motivation for many of the activities of not-for-profit entities;

(b) some mechanisms for enforcing a not-for-profit entity's promises to transfer goods or services are unique to entities (typically not-for-profit) in the public sector. For example, Ministerial directives might be employed to compel promised transfers of goods or services by a not-for-profit entity; and

(c) some agreements between different levels of government might rely on a common purpose, without the transferor funding a programme necessarily having the power to enforce the transferee entity's promises to provide goods or services.

BC30 In developing the Exposure Draft, and in finalising the requirements of this Standard, the Board sought input from legal practitioners on some of the most common characteristics that could make an arrangement enforceable.

BC31 The Board observed that AASB 15 paragraph 10 states that the enforceability of rights and obligations in a contract is a matter of law. In this regard, the Board noted Australian law has a legal mechanism for the resolution of contractual disputes that establish the rights of a separate party, being the judiciary, to oblige the entity to act in a particular way thereby leaving that entity with little, if any, discretion to avoid settling an obligation. For an agreement to be enforceable by equivalent means would require the presence of a mechanism outside of the legal system that establishes the right of a separate party to oblige the entity to act in a particular way thereby leaving that entity with little, if any, discretion to avoid settling an obligation.

BC32 The Board considered that an obligation to return consideration that accompanies a not-for-profit entity's promise to transfer goods or services would make the agreement enforceable. If a transferor in an agreement presently holds rights to a refund or other compensation in the event of the transferee entity's non-performance, the transferor might choose to, for convenience, 'net settle' by deducting the refund amount from a future transfer. Cancelling future funding to which the entity is presently entitled is a cancellation of a debt owed to the entity and is, in substance, a refund of promised consideration. Therefore, the capacity to cancel future funding to which the entity is presently entitled would make the arrangement enforceable by legal or equivalent means.

BC33 In contrast to the capacity referred to in paragraph BC32, a transferor's capacity to withhold future funding to which the entity is not presently entitled is substantially different. The ability of a funding provider to withhold future, uncommitted, funding is a source of economic compulsion for the funding recipient. This is because the recipient might be economically compelled to undertake a present activity to secure that future funding. Economic compulsion is not, of itself, a source of enforceability of a promise. In other words, circumstances affecting possible future transactions are not a feature of existing contractual rights and obligations.

BC34 The Board observed that, if economic compulsion were sufficient to make a promise enforceable, a government's explicit and implicit promises to provide social benefits (such as age pensions, and health and education services) potentially would qualify as enforceable obligations in a wide range of circumstances. Consequently, a government might identify liabilities for benefits for which members of the community have yet to qualify, as the government would be economically compelled to provide the benefits at some point in the future (for example, on an aggregate basis, there is no doubt that of those already born, a significant percentage will survive to qualify for the aged pension and will need to receive various health services). The Board currently considers that identifying liabilities so broadly would not provide useful information about a government's present financial position, although information about likely future transfers of social benefits would be useful for long-term fiscal sustainability reporting. The Board notes that the IPSASB is presently considering the range of recognition points in its project on accounting for social benefits.

BC35 Feedback to the guidance provided in ED 260 indicated constituents would continue to have difficulty applying the 'enforceable' criterion, despite the proposed additional guidance. In considering the feedback received, the Board significantly expanded the 'enforceability' guidance to include a range of factors that could potentially result in an enforceable arrangement. The Board clarified that a return obligation is merely an indicator of enforceability, and not the only indicator. The Board also noted that where parties to the arrangement need to mutually agree on any changes to the use to which transferred funds are put, that this constitutes enforceability, as neither party has the ability to unilaterally make decisions regarding the assets transferred. The Board noted, however, that the guidance is general in nature and, while it is intended to be helpful in assisting entities assess the enforceability of arrangements, it does not constitute legal advice. Accordingly, the Board noted that, depending on the complexity of the individual facts and circumstances, entities might still need to obtain specific legal advice in regard to their arrangements.

BC36 The Board also sought feedback from its Project Advisory Panel on the revised guidance on enforceability and observed the feedback was generally positive. The Panel considered the guidance was useful within the confines of not providing specific legal advice. Accordingly, the Board decided to finalise its clarifications by including the additional guidance in the final Standard.

Identifying performance obligations

BC37 The Board noted that a performance obligation in IFRS 15 meets the definition of a liability in the AASB *Framework for the Preparation and Presentation of Financial Statements* as it requires an outflow of resources in settlement of an obligation. Accordingly, a key aspect of a performance obligation is that there is a transfer of goods or services to another party that is not at the discretion of the provider. In a not-for-profit context the Board determined that due to the prevalence of transfers of assets to not-for-profit entities that further guidance on identifying performance obligations was warranted.

Sufficiently specific requirements

BC38 Some transfers of assets to not-for-profit entities are provided with no, or minimal, terms and conditions regarding how the transferred assets must be used other than that the assets are used for purposes consistent with the entity's service-delivery objectives as set out in its constitution or enabling legislation (where applicable). For example, a charity may have the discretion to change the goods or services to be provided using donated assets, even when the donations are received in specific-purpose fundraising appeals, to enable the charity to redirect aid to those in greatest need as circumstances change. Some other transfers to not-for-profit entities are provided solely on condition that the funds are to be expended within a specified time period. For these reasons, it can be difficult to distinguish goods or services provided to meet this general requirement from any of the not-for-profit entity's other goods or services provided.

BC39 The circumstances described in paragraph BC38 are much more prevalent in the not-for-profit sector than the for-profit sector, and may raise issues regarding which terms and conditions attached to assets transferred to a not-for-profit entity give rise to performance obligations. The Board decided to propose a principle in ED 260 that to qualify as a performance obligation, a not-for-profit entity's enforceable promise to transfer goods or services must be sufficiently specific to allow the entity to determine when the performance obligation is satisfied, as this indicates the transfer of goods or services is not at the discretion of the provider.

BC40 The Board also decided to propose not-for-profit entity guidance:

(a) noting that applying the 'sufficiently specific' criterion requires judgement; and

(b) identifying particular conditions to consider in determining whether a promise is 'sufficiently specific' to qualify as a performance obligation.

BC41 The Board considered whether to identify particular conditions as essential for treating a promise to transfer a good or a service as 'sufficiently specific'. The Board concluded that:

(a) no particular condition regarding a promise to provide a good or service would ensure the proposed principle in paragraph BC39 is met; and

(b) prescribing condition(s) that are necessary to make a promise 'sufficiently specific' might arbitrarily and unintentionally exclude some performance obligations from being identified as such.

BC42 For example, the Board:

(a) noted that paragraph 26 of AASB 15 states that: "Depending on the contract, promised goods or services may include, but are not limited to … (e) providing a service of standing ready to provide goods or services (for example, unspecified updates to software that are provided on a when-and-if-available basis) or of making goods or services available for a customer to use as and when the customer decides"; and

(b) concluded that, if particular aspects of a 'sufficiently specific' promise were to be mandatorily present, a not-for-profit entity's promise to provide a service of standing ready to provide an unspecified good or service might be treated as 'insufficiently specific' to qualify as a performance obligation. This outcome would be inconsistent with the Board's policy of transaction neutrality.

BC43 One of the aspects to consider in assessing whether a promise is 'sufficiently specific' to qualify as a performance obligation is a specified period over which promised goods or services must be transferred. In relation to that aspect, the Board concluded that a condition that a transfer of assets to a not-for-profit entity relates to a particular time period does not, of itself, meet the 'sufficiently specific' criterion – the nature or type of goods or services to be transferred by that entity over that time period must also be specified. This is because time does not require an outflow of resources embodying economic benefits (the definition of a liability in the AASB *Framework for the Preparation and Presentation of Financial Statements* requires an outflow of resources in settlement of the obligation). Rather, the Board considers that such a condition is, in substance, an indication that the transferor does not intend to make similar future transfers to the entity for a defined period of time.

BC44 The Board considered whether its view above is consistent with treating as 'sufficiently specific' a not-for-profit entity's promise to provide a service of standing ready to provide an unspecified good or service. The Board concluded that a promise to provide a service of standing ready to provide an unspecified good or service is substantially different from a condition that a transfer of assets to a not-for-profit entity relates to a particular time period, without any other conditions. This is because:

(a) standing ready to transfer a specified underlying good or service (eg to make a good available for a customer to use as and when the customer decides) is, of itself, a specifically identifiable service transferred to the customer, even if the underlying good or service is sometimes difficult to identify; and

(b) promises to use transferred assets consistently with the entity's general objectives are not promises to transfer a good or a service.

BC45 The Board noted the majority of feedback on ED 260 indicated support for the principle described in paragraph BC39. Some constituents raised concerns about:

(a) linking 'enforceability' with 'sufficiently specific' for grant arrangements could mean many grants do not fall within the scope of AASB 15;

(b) measuring progress toward satisfying a performance obligation would be difficult in many of the arrangements not-for-profit entities enter into;

(c) how to determine whether goods or services are transferred, and if so how to determine when a transfer occurs. For example, when research is undertaken as part of a research grant, it may be unclear whether, or when, or what type of, a transfer of goods or services occurs; and

(d) determining if a contract is within the scope of AASB 15 if the customer does not receive the promised goods or services because it directs the entity to transfer those goods or services to third parties.

BC46 In regard to research grants, the Board noted that such grants typically:

(a) require the recipient to undertake a specified research activity, usually on the basis of a proposal in the grant application;

(b) require the researcher to publicly publish their research findings, either in a government report, a research journal or a similar format;

(c) identify the owner of the intellectual property generated by the research activity; and

(d) may involve the licensing of the intellectual property to the grantor, another entity or the general public.

BC47 The Board observed that the above features of research grants would typically be sufficiently specific but may cause difficulty in measuring progress toward the satisfaction of a performance obligation that is satisfied over time. The Board noted that paragraphs 39–45 of AASB 15 focus on measuring progress toward satisfying a performance obligation with reference to input methods and output methods. The Board observed that either of these methods could be problematic to apply in the context of performing research as required by a research grant. Accordingly, the Board decided to clarify that the undertaking of the research, which may be seen as an activity undertaken on behalf of another party, could constitute a service for the purposes of AASB 15. For example, the Board noted that the transfer of the intellectual property created by the research to the grantor could represent the transfer of a good or service in satisfaction of a performance obligation. The Board also decided to add illustrative examples addressing the application of AASB 15 in the case of research grants, considering issues that might arise when the researcher retains the intellectual property, provides a licence to the grantor or other parties, or provides or publishes research findings, such as the recognition of revenue over time or at a point in time.

BC48 In response to further feedback received on the Exposure Draft, the Board included additional guidance on both 'enforceability' and 'performance obligations'. In particular the Board clarified:

(a) when a grant could be considered as part of an enforceable agreement (such as if a return obligation exists and other circumstances as set out in BC29–BC36) and how to determine whether the requirements of the grant are sufficiently specific;

(b) the effect of time-period conditions on whether a performance obligation exists;

(c) whether a grant made to a 'single purpose' entity to be used for its sole purpose constituted a performance obligation; and

(d) the recipient of the transferred goods or services need not be the customer identified in the contract for the contract to be within the scope of AASB 15.

BC49 Consequently, the Board retained in the final Standard the principle that a performance obligation only exists if it is sufficiently specific to enable the entity to determine when it has satisfied that obligation. In response to the feedback on ED 260 the Board finalised its proposals with the additional guidance noted above.

Allocating the transaction price to performance obligations

BC50 A customer may enter into a contract with a not-for-profit entity with a dual purpose of obtaining goods or services and helping the not-for-profit entity achieve its objectives. The Board considered that, to represent faithfully the substantially different components of such a contract of a not-for-profit entity, in principle it is important that the amount of consideration that is not attributable to the goods or services promised by the entity to its customer should be:

(a) measured and disclosed separately from the revenue arising from transferring a good or service to the customer; and

(b) recognised when the entity recognises the transferred asset(s) – which might be a different time from when the entity transfers the promised good or service to the customer.

BC51 Accordingly, the Board proposed in ED 260 to require a separately identifiable "donation" component in a contract with a customer to be accounted for as income immediately. ED 260 proposed that such a component should be identified in a two-step model:

(a) determine whether the customer intended to make a donation to the entity; and

(b) separately identify the component from the goods or services promised in the contract.

BC52 Feedback on the ED 260 model indicated significant concern in relation to implementing the two-step process. The primary concern raised was that assessing the customer's intent when making the donation would be highly subjective and, for many transactions, such an assessment could not be made due to a lack of evidence. Despite these concerns, the majority of respondents agreed that any "donation" component included in a contract with a customer should be separated from the contract and accounted for in accordance with AASB 1058.

BC53 To address constituent concerns the Board decided to replace the two-step model with a rebuttable presumption. The presumption is that the total transaction price in a contract with a customer is related to the transfer of the promised goods or services. That is, the entire transaction price is presumed to compensate the entity for the goods or services. Where the transaction price is only partially related to the

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transfer of the promised goods or services the presumption is rebutted and the transaction price split into its component parts.

BC54 The Board noted, however, that requiring entities to rebut the presumption solely based on whether a component of the transaction price is not related to the transfer of promised goods or services might be difficult to apply in practice. The Board considered that such an approach would impose undue cost and effort to require entities to assess the nature of component parts of the transaction price for every contract with a customer. Such a requirement would be particularly difficult in the case of research grants, as discussed in paragraphs BC46 and BC47. To address this concern, the Board decided to require that the presumption be rebutted only when the transaction is partially refundable in the event the entity does not deliver the promised goods or services.

BC55 The Board observed that a partially refundable transaction price usually indicates that some part of the transaction price might not relate to the transfer of the promised goods or services. A non-refundable component of the transaction price might represent a donation or grant to the entity. However, the Board also noted the guidance in paragraphs B48–B51 of AASB 15 which relate to non-refundable upfront fees. That guidance illustrates that in some cases a non-refundable upfront fee could still relate to the transfer of promised goods or services, in which case the non-refundable upfront fee could form part of a performance obligation and be recognised as revenue when the obligation is satisfied. The Board noted that donations very rarely relate to the transfer of promised goods or services and therefore concluded that its guidance attached to AASB 15 does not override the guidance of paragraphs B48–B51.

BC56 The Board noted that the transaction price allocated to a performance obligation should adhere to the allocation objective in paragraph 73 of AASB 15. Moreover, the Board observed the IASB's discussion on this topic as documented in paragraphs BC270–BC273 of IFRS 15, in particular that any stand-alone selling price estimated using the residual approach should be considered for appropriateness. Where the estimated stand-alone selling price is either nil, or a nominal amount, the entity should consider whether such an outcome is appropriate. Similarly, the Board is of the view that a donation element included in a contract with a customer and allocated to a performance obligation using the residual approach should be considered for appropriateness in the context of the allocation objective. If a donation element is allocated to a performance obligation in this manner it might result in the transaction price being inappropriately overestimated.

BC57 The Board concluded the revised approach addressed constituent feedback on the two-step model it proposed in ED 260. In particular, the rebuttable presumption does not require entities to consider the customer's intent when entering into a contract with the entity. To help ensure the rebuttable presumption was practicable, the Board sought feedback on this approach from its Project Advisory Panel. The Panel supported the revised approach, and consequently the Board decided to finalise the rebuttable presumption. The presumption ultimately applies the Board's view exposed in ED 260 that separate components of a contract should be accounted for in accordance with the applicable Standard using the revised guidance.

Materiality

BC58 The Board proposed in ED 260 that an assessment of whether a component not attributable to the goods or services promised by the entity in its contract with a customer is material should be made at a contract level and not reassessed at another unit of account, such as for a portfolio of similar contracts. The Board considered this approach would likely achieve a better balance of costs and benefits than if the materiality of such components were to be assessed at the portfolio level of similar contracts. In its redeliberations, the Board decided to confirm its approach to assessing the materiality of such components within contracts with customers because of the balance between costs and benefits that it provides.

Disclosures

BC59 As part of the Board's review of AASB 15 it also considered whether not-for-profit entities should be exempted from any disclosure requirements in AASB 15. The Board considered those disclosures in the context of the Tiers of Australian Accounting Standards. Specifically, not-for-profit entities (other than the Australian Government and State, Territory and Local Governments) are not required to comply with Tier 1 reporting requirements in their general purpose financial statements in accordance with AASB 1053 *Application of Tiers of Australian Accounting Standards*. Those entities may choose to apply Tier 1 reporting requirements but are otherwise required to only comply with Tier 2 reporting requirements in their general purpose financial statements. The Board observed its policy for developing Tier 2 reporting requirements specifically considers the nature and characteristics of not-for-profit entities. Consequently, the Board decided it had already considered any not-for-profit entity-specific disclosure issues in AASB 15 as part of its process for developing Tier 2 reporting requirements for that Standard. Accordingly, the

Board decided not to make any amendments to the disclosure requirements in AASB 15 for not-for-profit entities.

Effective date

BC60 The Board proposed in ED 260 that AASB 1058 and this Standard apply when AASB 15 is applied or operative, which is from 1 January 2018. Constituents raised concerns on that proposal, noting (among others):

(a) general uncertainty in the not-for-profit sector about the accounting requirements that would apply given the Board's work on this project and the various proposals made over the lifetime of the project;

(b) when AASB 1058 is issued not-for-profit entities will need to determine its interaction with AASB 15 and other Australian Accounting Standards. With a proposed effective date of 1 January 2018, not-for-profit entities were concerned that their lead-time to apply the requirements would be significantly less than that provided to for-profit entities to apply AASB 15; and

(c) AASB 1058 permits a greater number of other Australian Accounting Standards to apply to transactions that were previously solely in scope of AASB 1004. Not-for-profit entities commented that they needed further time to understand the interaction of those Standards with their transactions that previously were solely accounted for under AASB 1004.

BC61 The Board agreed with constituents and decided to defer the application date of AASB 1058 by one year to 1 January 2019. In making this decision the Board also considered whether it should defer the application date of AASB 15, including the application guidance in this Standard, by one year for not-for-profit entities. The Board noted that having different application dates for AASB 1058 and AASB 15 would, among other issues:

(a) introduce a period where entities recognise revenue in accordance with AASB 15 and apply AASB 1004 to other transactions outside the scope of AASB 15; and

(b) potentially require entities to re-evaluate their contracts with customers for donation elements when applying AASB 1058 in a later period, thereby lengthening the transition process.

BC62 Consequently, the Board also deferred the application date of AASB 15 to 1 January 2019 for not-for-profit entities. In deferring the application date of AASB 15 the additional guidance for not-for-profit entities will also be deferred. However, the Board decided to retain the ability for entities to apply AASB 15, including the additional guidance for not-for-profit entities in this Standard, and AASB 1058 to an earlier reporting period, so long as they are applied together.

Illustrative examples

BC63 The Board proposed a number of illustrative examples in ED 260 while noting that it was yet to determine where to locate each example; either to accompany AASB 1058 or as part of the guidance to AASB 15. The Board noted it would decide on the location of the respective examples after it had received feedback on the ED.

BC64 When reviewing the feedback on ED 260, the Board noted the majority of concerns were related to the 'enforceability' and 'sufficiently specific' guidance in the ED. Consequently, the Board agreed that the examples accompanying the guidance should illustrate:

(a) enforceability;

(b) the application of the 'sufficiently specific' requirement; and

(c) separating a component not attributable to the goods or services promised by the entity to its customer in a contract with a customer.

BC65 The Board decided to add an example to those accompanying AASB 1058 that illustrates a transaction that includes a contract with a customer. The example is intended to highlight when a transaction could include a contract with a customer and then direct users to the guidance accompanying AASB 15. The Board decided the remaining topics covered by illustrative examples in ED 260 should accompany AASB 1058.

BC66 When the Board developed the requirements in AASB 1058 for transfers of financial assets that enable an entity to acquire or construct a recognisable non-financial asset to be controlled by the entity, the Board initially did not limit the scope of the requirements only to recognisable assets. Upon redeliberating the issue, the Board decided to limit the scope of the requirements to only those non-financial assets that could be recognised under another Australian Accounting Standard once acquired or constructed.

BC67 As a consequence, the Board noted that some research grants would not necessarily be recognised as income over time as the research was performed. Accordingly, the Board decided to develop further illustrative examples to those proposed in ED 260 to assist entities apply the requirements of AASB 15 to research grants.

BC68 In its redeliberations, the Board identified three scenarios that could apply to research grants, depending on the terms and conditions of the grant, where the entity:

(a) is required to transfer the intellectual property it develops to the grantor;

(b) is required to provide a licence to the grantor for the intellectual property it develops; or

(c) transfers benefits to the grantor that may or may not be immediately consumed.

BC69 The Board decided to illustrate each of the above scenarios as examples, identifying the effect that various terms and conditions could have on whether revenue arising from the grant is recognised over time, or at a point in time when a performance obligation is satisfied.

Comparison with International Public Sector Accounting Standards

BC70 As part of its deliberations, the Board considered the accounting for income of not-for-profit entities specified by the International Public Sector Accounting Standards Board (IPSASB). The Board noted the following International Public Sector Accounting Standards (IPSAS) specified the accounting in this regard:

(a) IPSAS 9 *Revenue from Exchange Transactions*;

(b) IPSAS 11 *Construction Contracts*; and

(c) IPSAS 23 *Revenue from Non-exchange Transactions (Taxes and Transfers)*.

BC71 The Board observed IPSAS 9 and IPSAS 11 are based on the principles of superseded IAS 18 *Revenue* (incorporated into AASB 118 *Revenue*) and IAS 11 *Construction Contracts* (incorporated into AASB 111 *Construction Contracts*), rather than those of IFRS 15 *Revenue from Contracts with Customers* (incorporated into AASB 15). In addition, it noted that IPSAS 23 was issued prior to the issue of IFRS 15. The requirements of IPSAS 23 were therefore not necessarily developed with reference to similar principles to IFRS 15. The Board concluded these IPSASB Standards do not provide an appropriate basis for financial reporting in the Australian environment, particularly because they require different income recognition depending on whether the transaction is an exchange transaction or a non-exchange transaction, and IPSAS 9 and IPSAS 11 adopt a 'risks and rewards' approach that is not consistent with the performance obligation approach in IFRS 15.

BC72 The Board further noted the IPSASB is currently developing proposals for the accounting for non-exchange expenses. The IPSASB is also developing a related project on revenue, which uses IFRS 15 as a starting point and looks at the type of modifications that would be required for IFRS 15 to be suitable for application to a wide range of revenue transactions in the public sector. This may result in revisions to, or a replacement of, the existing IPSASB revenue recognition requirements. The IPSASB expects to complete these projects in 2019. The Board noted that it would consider undertaking a project to review the guidance to AASB 15 following the completion of these projects.

Basis for Conclusions on AASB 2018-4

This Basis for Conclusions accompanies, but is not part of, AASB 15. The Basis for Conclusions was originally published with AASB 2018-4 Amendments to Australian Accounting Standards – Australian Implementation Guidance for Not-for-Profit Public Sector Licensors.

Introduction

BC1 This Basis for Conclusions summarises the Australian Accounting Standards Board's considerations in reaching the conclusions in this Standard. It sets out the reasons why the Board developed the Standard, the approach taken to developing the Standard and the key decisions made. In making decisions, individual Board members gave greater weight to some factors than to others.

Reasons for issuing this Standard

BC2 Constituents' feedback received during the AASB's Service Concession Arrangements: Grantors project (which addressed some public sector licences) identified there was a risk that revenue from licences issued by not-for-profit (NFP) public sector licensors could be materially understated (revenue is deferred when it should be recognised immediately) or overstated (revenue is recognised immediately when it should be recognised over time) in the absence of guidance on how AASB 15 *Revenue from Contracts with Customers* applies.

BC3 AASB 15 provides specific guidance on accounting for revenue arising from the issuance of intellectual property (IP) licences. However, as AASB 15 is generally expressed from the perspective of for-profit entities in the private sector, the Board received feedback that it is unclear whether the guidance in AASB 15 could be applied to account for revenue from licences issued by not-for-profit public sector licensors, particularly in the case of non-IP licences and non-contractual licences arising from statutory requirements.

BC4 When commencing this project the Board noted diversity in practice in relation to the accounting for revenue from licences, in particular non-IP licences (eg casino and gaming licences). Later investigation indicated that whilst the qualitative number of licence transactions is significant, the quantitative impact is unlikely to be significant to the public sector.

BC5 The Board had previously considered the accounting for revenue from licences issued by not-for-profit public sector licensors as part of its projects relating to:

(a) AASB 1059 *Service Concession Arrangements: Grantors* (see paragraphs BC38–BC39); and

(b) AASB 1058 *Income of Not-for-Profit Entities* (see paragraph BC40).

BC6 In both instances, the Board deferred its deliberations pending a specific project to research the extent to which these types of licences exist, as well as the current and potential accounting treatment.

BC7 Consequently, the Board decided to add to its 2017-2019 Work Program a project to clarify the accounting for revenue from licences issued by not-for-profit public sector licensors. The Board decided the project should address:

(a) the nature of the right created by a licence – whether the licence confers the right to use or access a licensor's asset, or confers a right to perform an activity where there is no licensor asset involved, and whether different accounting treatments for revenue from such licences are appropriate;

(b) whether the scope of AASB 15 should be expanded to encompass non-contractual licences issued under statute and/or non-IP licences; and

(c) whether the guidance in AASB 15 specifically for IP licences is appropriate for all licences issued by not-for-profit public sector entities.

Issue of ED 283 *Amendments to Australian Accounting Standards – Australian Implementation Guidance for Not-for-Profit Public Sector Licensors*

BC8 The Board's proposals were exposed for public comment in December 2017 as part of ED 283 *Amendments to Australian Accounting Standards – Australian Implementation Guidance for Not-for-Profit Public Sector Licensors*. In developing the proposals, the Board considered past research undertaken as part of its AASB 1058 and AASB 1059 projects, as well as a number of public AASB meeting Agenda Papers that considered the application of existing accounting Standards (see paragraphs BC31–BC52). ED 283 proposed guidance that would clarify the application of AASB 15 to licences that did not fall within the scope of any other Australian Accounting Standard.

BC9 Between issuing ED 283 and finalising the Standard, the Board held targeted outreach with key stakeholders in the NFP public sector, including state and national treasuries, audit offices, accounting firms, the Australian Bureau of Statistics (ABS), credit rating agencies, and representatives of the Australasian Council of Public Accounts Committees (users of NFP public sector financial statements). The ED proposals were also presented at various forums, workshops and discussion groups.

BC10 The Board received feedback on its proposals through receipt of 8 formal comment letters on ED 283. The Board also obtained feedback via means such as email, meetings with constituents and feedback from external presentations. The responses to ED 283 indicated that:

(a) the majority of respondents agreed revenue from non-IP licences should be accounted for in accordance with the general principles of AASB 15 (but not the specific guidance provided for IP licences). However, despite support in principle, numerous respondents raised concern with the outcome of applying the principles in AASB 15, in particular for high-value long-term licences such as casino licences (discussed further in BC84);

(b) some respondents sought clarification of the distinction between licences and taxes, and recommended aligning the distinction between a licence and tax more closely with the definitions of the ABS's Government Finance Statistics (GFS) Manual to allow for the harmonisation of the two frameworks; and

(c) some respondents raised concerns with the proposal to allocate the transaction wholly to a promise to issue a licence where the arrangement has a dual purpose of issuing a licence and imposing a tax. The respondents were especially concerned with the practical consequences when having to account for any variable consideration, noting that it is possible for an arrangement to demonstrate both elements of licensing and taxation.

BC11 The Board considered these issues as well as a range of other issues identified by constituents in developing this Standard following the ED 283 exposure process.

BC12 In May, June and August 2018, the Board considered issues papers and draft wording for paragraphs of the Standard which were published as Board agenda papers for the public. This gave constituents the opportunity to follow the debate and to provide comments on the issues and drafting contemporaneously.

BC13 In August 2018 the Board decided to finalise its decisions to address issues raised by constituent in the form of a Pre-Ballot Draft of the Standard. The Board felt it unnecessary to issue a fatal-flaw version of the Standard in light of the Board deciding not to make any major changes to the proposals in ED 283. Instead, the Board decided that the final Standard would provide clarification and additional guidance and examples to assist NFP public sector licensors distinguish licences from taxes (and other arrangements within the scope of other Standards), and how the principles of AASB 15 would apply to non-IP licences.

Scope

BC14 The Board decided the scope of the amendments to AASB 15 effected through this Standard should be restricted to NFP public sector licensors. The Board identified a small number of non-IP licences issued by for-profit public sector entities, however consistent with *The AASB's For-Profit Entity Standard-Setting Framework* the Board decided not to expand the scope of the guidance as:

(a) the prevalence and magnitude of the transactions in the for-profit public sector are not such that users would be likely to make inappropriate decisions based on the financial statements prepared without regard to the guidance in this Standard; and

(b) in light of the above, the Board preferred to not risk precluding for-profit public sector entities from being able to claim IFRS compliance.

BC15 The Board noted that its decision regarding to apply AASB 1059 to all public sector entities including for-profit entities was the result of a decision made specifically in the context of that project.

Features of licences

BC16 The Board noted that AASB 15 provides some examples of IP licences but none of the Australian Accounting Standards (including AASB 15) describe what a licence is. The Board considered that it would be helpful for licensors in the NFP public sector for the Board to provide guidance in the Standard on identifying the features of a licence. This would help distinguish revenue arising from licences, accounted for in accordance with this Standard, and revenue arising from taxes, accounted for in accordance with AASB 1058.

BC17 In identifying the features of a licence, the Board considered:

(a) the extent to which current Australian Accounting Standards define or infer features of licences, in particular AASB 1058;

(b) the features of a licence considered by the International Public Sector Accounting Standards Board (IPSASB) in its projects; and

(c) other resources, including the ABS GFS Manual, commonly accepted definitions, law and other common features of licences issued by NFP public sector licensors.

AASB 1058 *Income of Not-For-Profit Entities*: distinguishing a licence from a tax

BC18 The Board noted that AASB 1058 defines and prescribes the accounting for taxes. Although AASB 1058 uses the term ‘licence’, it is not defined, but the inference is that licences and taxes are different in nature. Therefore, the distinction between licences and taxes should, as a starting point, be drawn from the AASB 1058 definition of ‘taxes’, which is:

> Economic benefits compulsorily paid or payable to public sector entities in accordance with laws and/or regulations to provide income to the government. Taxes exclude fines.

BC19 The Board noted this definition of ‘taxes’ identifies two points of distinction, being:

(a) the notion of compulsion; and

(b) the purpose of the payment.

BC20 In relation to compulsion, the Board observed that, in contrast to a tax, although a licence fee may be compulsorily payable upon issue, a prospective licensee has discretion over whether to seek a licence. For example, an entity would generally have discretion over whether to perform an activity that requires a licence, whereas a tax would arise generally from activities that are necessary for the entity to operate, for example earning revenue. The Board also observed that the notion of compulsion could be supported by the consequences of evading a licence fee or tax. For example, if an entity were found to have evaded a licence fee, it would not be compulsory for the entity to retrospectively obtain the licence. Any consequence for undertaking unlicensed activities would be in the nature of a fine or other penalty (ie the entity would not be compelled to obtain a licence). In contrast, an entity found to have evaded a tax would be compelled to pay the tax in addition to any fine or other penalty. The Board decided that, in distinguishing a licence from a tax, the notion of compulsion by reference to whether an entity would have discretion over whether to obtain a licence or not would be useful as a primary or singular point of distinction between a licence and tax.

BC21 In relation to the purpose of the payment, the definition of tax in AASB 1058 states that “taxes are established to provide income to the government”. The Board considered whether licences could be differentiated such that the primary purpose of the arrangement would be non-financial, for example to regulate social behaviour, or to allocate a public resource equitably. In considering the usefulness of this discriminator, the Board acknowledged some licence arrangements could arguably have multiple purposes (ie both financial and non-financial), or could have a primarily financial purpose on an ongoing basis. The Board noted that the relativity of the proceeds received and the costs incurred might be indicative that a tax component exists. Consequently, the usefulness of the purpose of establishment as a distinguishing feature between a licence and tax could be of limited use if considered as a primary distinguishing feature or in isolation. Accordingly, the Board decided that although the purpose could be a useful feature to consider dependent on the specific facts and circumstances of an arrangement in conjunction with the other features, it should not be used as a primary or singular point of distinction between a licence and tax.

Other Australian Accounting Standards

BC22 The Board considered, but did not identify any features of licences implicit in the following Australian Accounting Standards:

(a) AASB 15;

(b) AASB 16;

(c) AASB 138 *Intangible Assets*; and

(d) AASB 1059.

The IPSASB

BC23 In identifying other features distinguishing licences from taxes, the Board considered the IPSASB's project work regarding the accounting for revenue transactions. The Board noted the IPSASB, at the time this Standard was issued, had not specifically considered the accounting for revenue from licences issued by NFP public sector entities, nor defined the term 'licence' in any IPSAS.

ABS GFS Manual

BC24 In developing ED 283, the Board also considered the approach adopted in the ABS GFS Manual in respect of distinguishing licences from other arrangements. The Board noted the ABS GFS Manual defines the term 'licence' widely and infers that although a variety of arrangements could be referred to as licences, revenue from these arrangements could be taxes or administration fees depending on the level of work involved for the issuing public sector entity. Additionally, the Board noted the ABS GFS Manual does not identify the purpose of establishment of an arrangement as a basis for distinguishing a licence from a tax, and adopts the licensor's perspective in ascertaining the economic substance of the transaction. This approach is therefore inconsistent with the points of distinction implied by the definition of a tax in AASB 1058. Accordingly, the Board decided the approach adopted by the ABS GFS Manual would not be useful as a primary or singular point of distinction between a licence and tax, but may provide assistance when considering the purpose of the payment.

BC25 Despite this, some respondents to ED 283 (including the ABS) preferred that the Board align with the ABS's definition of a licence for distinguishing licences from taxes. However, the Board reaffirmed its decision to not use proportionality of level of work to transaction price as a primary distinguishing feature as:

(a) the Board observed that determining whether the revenue recognised is proportionate to the cost of a licensor's obligations is a difficult and subjective assessment that, based on feedback from preparers, might not be applied consistently in the preparation of general purpose financial statements;

(b) adopting the ABS GFS Manual approach could result in the majority of the arrangements in question being classified as a tax and accounted for in accordance with AASB 1058. AASB 1058 paragraph B28 specifically precludes taxes from giving rise to a contract liability or revenue recognised in accordance with AASB 15, as they do not promise to provide a good or service in an agreement that creates enforceable obligations. However, the Board noted that a proportion of the arrangements that would be classified as a licence under the guidance in this Standard are different in substance to taxes as:

  (i) they do create direct rights for the licensee (most commonly a right to perform) and obligations for the licensor to provide a good or service (also, most commonly, a right to perform); and

  (ii) the discretionary nature of licences indicates that the economic purpose of the transaction is to obtain the goods and services (most commonly a right to perform) from the licensor, and therefore it would be counter intuitive to the Board's policy of transaction neutrality to preclude a NFP public sector licensor from accounting for its revenue when (or as) it transfers control of the good or service, consistent with for-profit entities providing goods or services.

Other resources

BC26 The Board noted, based on common law and other commonly accepted definitions of the term 'licence', the following features are also useful in distinguishing licences from taxes:

(a) whether the arrangement creates direct rights of a payer to use (not within the scope of AASB 16) or access the payee's asset, or perform an activity, and, depending on the type of arrangement, direct obligations of a payee. The Board noted that licences would generally confer direct rights to a licensee, and could, in some instances, create direct obligations for a licensor. The Board considered whether a tax could confer rights (and create obligations), but concluded that the nexus between any right or obligation as a result of a tax and the tax itself would not be sufficiently direct;

(b) based on common law principles, the Board observed that licence arrangements confer a specific permission to perform an activity or to use or access an asset that would otherwise be unlawful; and

(c) also based on common law principles, the Board observed that licences do not transfer control of a payee's underlying asset. The transfer of control of assets would fall within the scope of other Australian Accounting Standards (eg AASB 116 *Property, Plant and Equipment* and AASB 138), and therefore would not be within the scope of AASB 15.

BC27 The Board considered the following common characteristics of licence arrangements irrelevant in distinguishing between licences and taxes, but noted they could be useful in determining the accounting treatment of revenue from licences:

(a) the existence of an underlying asset;

(b) refundability;

(c) transferability; and

(d) the term of the arrangement.

Terminology

BC28 In considering the features that would be helpful in distinguishing a licence from a tax, the Board noted the substance of some arrangements might be contradictory to the term used to describe them. For example, an arrangement that is referred to as a 'tax' might in fact be a licence in substance, based on the Board's guidance. Alternatively, an arrangement might not be referred to as either a licence or a tax, but instead, for example, as a 'permit'. The Board noted that, notwithstanding the term used to describe an arrangement, a licensor should consider its substance in accordance with the guidance provided in this Standard and account for that arrangement accordingly.

Application of Australian Accounting Standards

BC29 The Board considered the applicability of the existing suite of Australian Accounting Standards to licences. The Board also considered the suitability of the scoping principles in AASB 15 in the context of whether its application could be extrapolated to appropriately reflect the economic substance of transactions in accounting for revenue from licences issued under statute. The Board identified the following Australian Accounting Standards as possibly applicable:

(a) AASB 16;

(b) AASB 1058; and

(c) AASB 1059.

BC30 The Board's views with respect to the application of these Australian Accounting Standards are set out in paragraphs BC31–BC52.

AASB 16 *Leases*

BC31 The Board noted that AASB 16 would only apply to licences outside the scope of AASB 15 that satisfy the definition of a lease.

BC32 In considering whether a licence could satisfy the definition of a lease, and therefore be accounted for in accordance with AASB 16, the Board noted the licence would need to be a contract (see the discussion in paragraphs BC43 for the Board's deliberations on whether all licences are contracts) conveying a 'right to use' an asset for a period of time in exchange for consideration. The asset would also need to be an identified asset with no substantive right of substitution.

BC33 The Board considered the meaning of 'right to use' in the context of the Application Guidance in AASB 16, which requires the contract to convey the right to control the use of the identified asset for a period of time. In doing so, an entity is required to assess whether a customer has:

(a) the right to obtain substantially all of the economic benefits from the use of the identified asset, such that the customer has rights to direct how and for what purpose the asset is used; and

(b) the right to direct the use of the identified asset, such that relevant decisions about how and for what purpose the asset is used are predetermined. The customer must also have the right to operate the asset without the supplier having rights to change operating instructions, or the customer designed the asset in a way that predetermines how and for what purpose the asset will be used.

BC34 Accordingly, the Board observed that AASB 16 could only apply to 'right to use' identified assets under contractual licences outside the scope of AASB 15, but that the term 'right to use' in the context of AASB 16, as outlined in the Application Guidance of that Standard, is used in a different context to the term 'right to use' when accounting for revenue from the issue of IP licences addressed in AASB 15.

BC35 In this regard, the Board noted that it would expect most non-IP licences issued by NFP public sector licensors would not constitute 'right to use' identified asset type licences, and therefore would not fall within the scope of AASB 16 because:

(a) in most cases there would not be an underlying licensor's asset involved in the arrangement (for example 'right to perform' type licences); or

(b) where a licensor's asset is involved, it would be in the nature of 'a capacity portion of an asset that is not physically distinct' (a phrase used in AASB 16) and not an identified asset.

BC36 In this regard, the Board noted that although a licence could satisfy the definition of a lease and therefore fall within the scope of AASB 16, after consultation with constituents it could only identify a limited number of examples (eg spectrum licences).

BC37 The Board decided to amend the scope paragraph of AASB 16 to ensure the interaction of AASB 15 and 16 is clear.

AASB 1059 *Service Concession Arrangements: Grantors*

BC38 AASB 1059 applies to service concession arrangements, and does not intend service concession arrangements be referred to as licences, on the basis that, in relation to a service concession arrangement "…the substance of the transaction appears more akin to financing the construction of the service concession asset, rather than a contract with a customer" (paragraph BC77 of AASB 1059).

BC39 Given the approach in AASB 1059, the Board concluded that it would not be necessary to address any licences that meet the definition of service concession arrangements in this Standard as they are adequately dealt with in AASB 1059. The Board also concluded that, in the context of clarifying the accounting for revenue from licences issued by NFP public sector licensors, AASB 1059 should not be applied by analogy to licence arrangements that are not service concession arrangements.

AASB 1058 *Income of Not-for-Profit Entities*

BC40 The Board concluded that AASB 1058 should not apply to accounting for revenue from licences within the scope of this Standard as it is a 'residual' income recognition standard and AASB 15 is more suitable as it is a 'primary' revenue recognition standard.

AASB 15 *Revenue from Contracts with Customers*

BC41 AASB 15 applies to the accounting for revenue from contracts with customers, where the customer is a party that has contracted with an entity to obtain goods or services that are an output of the entity's ordinary activities in exchange for consideration. Paragraph 26(i) of AASB 15 explicitly identifies licences as a possible good or service. The Board notes that although paragraph B52 states that a licence establishes a customer's rights to the IP of an entity, and paragraphs B52 and B62 are written in the context of IP licences, paragraph 26(i)'s reference to 'licences' is not limited to IP licences.

BC42 The Board observed that in assessing whether non-IP licences could fall within the scope of AASB 15, non-IP licence arrangements would need to:

(a) constitute a contract with a customer;

(b) constitute goods or services; and

(c) be an output of the licensor's ordinary activities.

The scope of 'contract'

BC43 The Board noted that AASB 15 applies only to licences resulting from a contract creating enforceable rights and obligations. The Board noted however that the *Framework for the Preparation and Presentation of Financial Statements* (the Conceptual Framework) does not distinguish between rights and obligations created by contract and those created by statute.

BC44 A key legal feature in distinguishing between rights and obligations created by contract versus those created under a statute is the assessment of whether the parties entered into the arrangement voluntarily. Arrangements imposed by statute (for example, taxation) are not contractual given that mutual voluntariness is lacking. However not all relationships prescribed by statute are this conclusive. The Board noted that for significant licences there is likely to be a specific contract put in place between the payer and payee that may operate in parallel with rights and obligations imposed by statute (eg gaming licences), however for other licences it is less clear whether they are contractual or statutory in nature.

BC45 The Board noted that regardless of whether an arrangement or relationship in question arises from a contractual or statutory basis, that arrangement only needs to create enforceable rights and obligations between the relevant parties for it to be appropriately considered within AASB 15. Provided that a NFP public sector licence is sufficiently enforceable, it should be within the scope of AASB 15. This is in line with the Board's previous decisions in Appendix F to AASB 15, which states in paragraph F13 that the enforceability of agreements does not depend solely on their form.

BC46 The Board also noted that judgement may be needed to determine whether a licence is contractual or statutory in nature and that if the substance is the same, then similar accounting outcomes would be most consistent with the Conceptual Framework. This is also consistent to the approach in Appendix C of AASB 9 *Financial Instruments* where the scope of AASB 9 is extended to apply to statutory receivables of public sector entities on initial recognition.

The scope of 'goods and services'

BC47 The Board considered the question of whether a licence (representing a right to use, right to access or right to perform an activity) could be a good or service. In doing so, the Board noted that paragraph 26(i) of AASB 15 includes, within the ambit of goods and services, the granting of licences. This position is further evidenced by the specific guidance in Appendix B of AASB 15 that applies to the accounting for revenue from IP licences in AASB 15. Therefore, the Board observed that the inclusion of IP licences in the scope of AASB 15 could suggest non-IP licences conferring rights to use or access a licensor's asset (and that is not a lease) would also fall within the scope of AASB 15 (subject to the satisfaction of the other criteria applicable to assessing whether an arrangement is within the scope of AASB 15).

BC48 The Board also considered, in relation to a licence granting a right to perform an activity, whether the absence of a right to an asset of the licensor could preclude the right to perform an activity from constituting goods or services. In its deliberations, the Board noted that the legal meaning of 'goods and services', both under statute and general legal definitions, does not exclude the issuing of rights, whether related to an asset or otherwise, from constituting goods or services.

BC49 The Board also acknowledged the Canadian Public Sector Accounting Standards Board's view that issuing of licences and permits would constitute goods or services, as proposed in Exposure Draft Revenue, Proposed Section 2400 in May 2017, as they could constitute exchange transactions.

BC50 In light of these considerations, the Board concluded that the issue of a non-IP licence (which is not a lease or which does not contain a lease) representing a right to access or use a licensor's asset, or perform an activity, would constitute goods or services for the purposes of AASB 15.

The scope of 'ordinary activities'

BC51 The Board considered whether the issue of a licence would be an output of the public sector entity's ordinary activities. As AASB 15 does not define the meaning of the term 'ordinary activities', the Board noted the term is derived from the definition of revenue in the Conceptual Framework, particularly as distinct from other activities an entity may engage in. The Board regarded the activity of issuing licences as being within the ambit of ordinary activities carried out by a NFP public sector entity that is an issuing authority because issuing licences is a key responsibility of issuing authorities. Accordingly, the Board concluded that the issue of licences would be within the ordinary activities of a NFP public sector entity that issues such licences.

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The Board's conclusion on AASB 15

BC52 For the reasons outlined above, the Board considered that all licences outside the scope of AASB 16 and AASB 1059 should fall within the scope of AASB 15, whether contractual or statutory in nature. Despite this decision, for the removal of doubt, the Board decided that AASB 15 should be amended to specifically include revenue from licences issued by NFP public sector licensors within its scope (ie other than those within the scope of AASB 16 and AASB 1059) without stating whether such licences would otherwise meet the scope requirements of AASB 15. In making this decision, the Board acknowledged the following possible alternate views that would mean AASB 15 would not apply:

(a) it is conceivable that some licences are not outputs of ordinary activities; and

(b) future licencing arrangements might be developed that do not have the character of a 'contract', 'goods or services' or 'ordinary activities' in accordance with the Board's current views.

Allocating a transaction between licences and taxes

BC53 In ED 283 the Board noted that a licensor could enter into a single transaction comprising of a licence and other economically different elements that are not contractually promised goods or services (such as a tax). In allocating the transaction price between a licence and other components of the transaction, the Board considered whether the implementation guidance relating to the allocation of the transaction price to performance obligations set out in Appendix F of AASB 15 [which arose from AASB 2016-8] should be applied.

BC54 Paragraphs F28–F32 of Appendix F of AASB 15 set out implementation guidance for NFP entities in allocating a transaction price where NFP entities enter into transactions with a dual purpose of:

(a) obtaining goods or services, which, in the context of this Standard, could be a licence element (accounted for under AASB 15); and

(b) to help the NFP entity achieve its objectives, which, again in the context of this Standard, could be a tax element (accounted for under AASB 1058).

BC55 Appendix F of AASB 15 requires the allocation be based on a rebuttable presumption that the transaction price is treated as wholly related to the transfer of promised goods or service (in the context of this Standard, the licence), where the rebuttal is premised on the arrangement being partially refundable in the event the entity does not deliver the promised goods or services (most commonly, a right to perform).

BC56 The Board noted the views that:

(a) if the price of a licence far exceeds the cost of the level of work required to satisfy the performance obligation, consistent with GFS accounting for licences (see paragraph BC24 above), the 'excess' over a reasonable price for the performance obligation may be a tax in certain circumstances; and

(b) if an arrangement contains variable consideration (eg a sales-based or usage-based royalty to provide the licensor with additional revenue where the licensee makes a 'super-profit'), this component of the transaction price may be considered to be a tax in certain circumstances.

BC57 The Board considered whether the GFS approach of accounting allocation between licence and tax revenue should be adopted (as previously discussed in paragraph BC25), and concluded that the guidance in paragraphs F28–F32 of Appendix F of AASB 15 is more appropriate . The Board decided that distinguishing between a tax element, based on excess over a 'reasonable price' for the licence operating costs, would be too subjective (consistent with the Board's decision to not use the GFS definition of a licence also noted in paragraph BC25).

BC58 Accordingly, the Board decided that a transaction price should only be allocated between a licence and a tax when the rebuttable presumption in paragraph F29 of Appendix F is met, and the licence fee is partially refundable in the event that the licence conditions are not satisfied, indicative that there is an element that is a tax component as it is not refundable. In that instance the licensor should apply the guidance in paragraphs F28–F32 to disaggregate the transaction price and account for the component that relates to the transfer of a licence in accordance with AASB 15 (and any additional guidance contained in this Standard). The remainder of the transaction price, being the non-refundable component, is accounted for in accordance with AASB 1058.

BC59 The Board considered whether variable consideration should be considered as a circumstance rebutting the presumption that the transaction price should not be allocated. The Board noted that AASB 15 provides specific guidance for variable consideration for IP licences and accordingly considered there to be no difference in economic substance between a public sector entity or private sector entity undertaking such arrangement as part of a licence arrangement that would warrant a different accounting treatment. Therefore, a licence fee that includes variable consideration is part of revenue earned from issuing the licence and not a tax.

BC60 Respondents to ED 283 agreed with the Board's proposal to utilise the rebuttable presumption in Appendix F of AASB 15, however some raised concerns that the proposals did not always allow for the allocation between a licence and a tax where there is variable consideration. The Board was made aware of two scenarios where respondents believed that the variable component was not a sales-based or usage-based royalty, but instead a tax that should be eligible for disaggregation:

(a) the variable amount is levied on the licensee under a separate agreement that is signed concurrently with the licencing agreement and hence is labelled as a separate tax, rather than variable consideration for the licencing arrangement. In the example provided, the rate at which the licensee is 'taxed' is agreed between the licensor and licensee and is negotiated on a licence-by-licence basis, rather than being imposed as a state-wide or national taxation regime (ie it is an individually negotiated rate rather than a single rate applied to all parties entering into such arrangements within a certain jurisdiction); and

(b) the variable fee for the licence is a generic tax charged to any entity undertaking similar activities, regardless of whether that entity holds a licence or not. In the example given, the licensee was required to pay a specified fee (eg 10 per cent) on the proceeds from its betting activities that it was licensed to conduct in its gaming venue. However, this same 10 per cent fee was also payable as a tax for entities that undertook equivalent betting activities for which it was unnecessary for the entity to be licensed (for example, an online betting agency that does not require a licence to open a gaming venue).

BC61 In the scenario noted in paragraph BC60(a), the Board noted that in accordance with the requirements in paragraph 17 of AASB 15, although there may be two agreements entered into by the licensor with the licensee (one for the licence and another labelled as 'tax'), these agreements should be combined and considered as one 'contract' or arrangement (ie licencing arrangement) if they are entered into at or near the same time with the same customer and negotiated as a package with a single commercial (or regulatory) objective.

BC62 However, in the scenario noted in paragraph BC60(b), the Board observed there was an identifiable element that is a tax that can be readily separated. Noting that the rebuttable presumption is intended to make the accounting simpler for preparers (reducing the burden of determining how to split the elements of the transaction), the Board decided that where there is a readily identifiable generic tax element, it would not be onerous for an entity to disaggregate it. To give effect to this decision, the Board added an additional circumstance rebutting the presumption that the transaction price should not be allocated in paragraph G5(b) when there is other evidence supporting similar transactions effected through different structures are taxed.

Accounting for revenue from licences in accordance with AASB 15 – alternatives considered

BC63 The above has outlined the bases for the Board's decisions about the types of arrangements entered into by NFP public sector entities that could be subject to the principles in AASB 15. The following outlines the bases for the Board's decisions about how to give effect to those decisions.

What are the types of public sector licences?

BC64 In order for the Board to decide on the best option for accounting for revenue from licences issued by NFP public sector licensors, the Board noted the three possible types of public sector entity licences:

(a) IP licences (which would be either a right to use or a right to access intellectual property);

(b) Non-IP licences involving rights over an asset or assets of the licensor; and

(c) Non-IP licences involving the right to perform an activity.

Applying specific guidance for IP licences in AASB 15 to various examples of licences

BC65 In ED 283 the Board considered whether the specific guidance for private sector IP licences in paragraphs B52–B63B of AASB 15 could be easily applied by analogy to examples of non-IP licences (that both involve a licensor's assets and that involve a right to perform an activity). The Board noted that application of those paragraphs to IP licences appears relatively straight-forward because IP licences issued by NFP public sector licensors appear to align with those IP licences issued by for-profit entities. However, in relation to non-IP licences, the Board observed application of many of the requirements was more challenging. Challenges were particularly notable where the licence did not involve an asset of the licensor. In particular:

(a) many of the requirements (eg AASB 15 paragraphs B58–B59A, which are used to determine whether an IP licence transfers over time) require an assessment of whether the licensor's activities significantly affect the IP (ie the underlying asset); and

(b) in the case of some NFP public sector non-IP licences, the licensor may conduct a number of actions throughout the licence period, such as monitoring licensees and their activities under their licences. However, the actions are performed more generally in the public interest. It is not clear whether these activities are undertaken to significantly affect the licensee's rights granted by the licence. The specific guidance in Appendix B of AASB 15 for IP licences does not explicitly address this matter as it is not written from a NFP public sector perspective.

BC66 Despite the guidance for IP licences appearing easier to apply to licences involving assets of the licensor that are not leases, the Board was unable to identify licences of this type. This is because, in most cases, non-IP licences that involve an asset of the licensor (but are not leases) are not distinct from other goods or services that the entity provides (ie in accordance with the requirements in paragraphs 26–30 and paragraph B54 of AASB 15). Accordingly these types of arrangements would be accounted for as a bundle of goods or services in accordance with paragraph 30.

BC67 For example, the Board considered the following two examples of licensing arrangements involving an asset of the licensor that are not leases.

Example: fibre-optic cable

BC68 The Board considered whether the right to utilise a specified capacity within a fibre-optic cable connecting two cities was an example of a licence that provides a licensee a right to access or use a licensor's asset. The scenario considered was based on *Implementation Example 3 – Fibre-optic cable* from IFRS 16 *Leases* (which was determined not to be a lease as it is not an identified asset), where a customer is provided with specified capacity equivalent to them having the use of three fibre strands within a cable. In that example, the supplier makes decisions about the transmission of data (eg lights the fibres, makes decisions about which fibres are used to direct the customer's traffic and makes decisions about the electronic equipment that it owns and connects to the fibres). The Board concluded that the nature and extent of activities performed by the supplier meant that the supplier is effectively transmitting data for the customer. Therefore, the supplier is providing the customer with a service and the customer can benefit from the licence only in conjunction with that related service. Therefore, in accordance with paragraph 30, the licence is combined with the other goods or services and accounted for as a bundle of goods or services that is a single performance obligation.

Example: abalone/fish

BC69 The Board considered whether two examples of fishing licences were examples where the licensor grants the licensee rights over the licensor's assets (the first one was a commercial licence to fish for abalone and the other a recreational fishing licence). In these examples, the bodies of water and the fish are arguably assets of the licensor, which the licensee has the right to access or use.

BC70 In these examples, the licensee has the ability to take or attempt to take abalone/fish (up to a maximum quota in the case of abalone). However, when examined, the Board concluded that abalone/fish are tangible goods and the licence is an inextricable part of those tangible goods and is therefore not distinct (refer paragraphs 26–30). Therefore, in accordance with paragraph 30, the licence is combined with the other goods or services and accounted for as a bundle of goods or services that is a single performance obligation

BC71 The Board also observed that despite an arrangement being referred to as a licence, it might be in substance a 'take or pay' arrangement, and should be accounted for in accordance with the principles of AASB 15, with consideration of paragraphs B44–B47, which address customers' unexercised rights. An example of this would be where a NFP public sector licensor issues a 'licence' that requires the licensee to pay for a specified quota of a good, regardless of whether or not the licensee subsequently chooses or manages to take the specified quota.

BC72 The Board asked a specific question in ED 283 to understand whether there were any examples of distinct non-IP licences involving an asset of the licensor. Respondents to ED 283 noted a small number, such as mooring licences and road occupancy licences, however the Board noted that the licences identified are not common examples, and would not represent a significant amount of an NFP public sector entity's overall revenue from licences. The Board therefore decided that Standard-setting activities were not warranted, and that if a NFP public sector entity did happen to have a material amount of revenue from these licences, the guidance for non-IP licences involving a right to perform would be sufficient.

Options for amending AASB 15 to account for revenue from licences

BC73 The Board concluded that most licences issued by NFP public sector licensors are either IP licences or non-IP licences involving the right to perform an activity. Based on this, the Board observed that it would not be appropriate to simply apply the guidance for IP licences by analogy (due to the challenges for non-IP licences involving the right to perform an activity noted in BC65, but instead analysed four possible options for prescribing the accounting for revenue from licences issued by NFP public sector licensors. A summary of the options considered by the Board is detailed below:

	Option 1	**Option 2**	**Option 3**	**Option 4**
What is it?	All licences: (i) Apply (unamended) principles from paragraphs B52 to B63B in AASB 15 (ii) Add implementation guidance and examples to help licensors apply (i) to all licences	(i) IP licences: Apply principles from paragraphs B52 to B63B in AASB 15; (ii) Non-IP licences: Develop guidance based on general principles from AASB 15; and (iii) IP and non-IP licences: Add implementation examples to help licensors apply (i) and (ii).	All licences: Practical expedients, being any one, or a combination of the following: (i) Recognise revenue for all licences (IP and non-IP) at a point in time (upfront when licence is issued); (ii) Recognise revenue for all licences (IP and non-IP) over time[2]; (iii) Recognise revenue for all short-term licences (≤1 year) at a point in time (upfront) and all long-term licences (>1 year) over time[2]; or (iv) Recognise revenue for all low-value licences at a point in time (upfront) and all high-value licences over time.[2]	All licences: Split all licence transactions between a licence and a tax (consistent with GFS accounting for licences and taxes), where the reasonable price for the performance obligation is considered a licence and accounted for under AASB 15 (which may need specific guidance) and the 'excess' over the reasonable price for the performance obligation is considered a tax and accounted for under AASB 1058.
Likely revenue recognition outcome	• IP: either over time or point in time, depending on circumstances • Non-IP: likely point in time (upfront)	• IP: either over time or point in time, depending on circumstances • Non-IP: likely point in time (upfront)	• IP and non-IP: either over time or point in time depending on the practical expedient chosen	• Licence component: either over time or point in time depending on circumstances • Tax component: recognised under AASB 1058

Accounting for revenue from licences under AASB 15 – the chosen option

BC74 After consideration of each of the four possible options, the Board decided option 2 was the most suitable, with some modifications for low-value and short-term licences (see later in this paragraph). The primary reason for the decision is that option 2 is comparatively easier to apply than option 1 (especially for non-IP

2 As a further practical expedient, rather than requiring the licensor to apply paragraphs 39–45 of AASB 15 to select an appropriate method to measure its progress towards complete satisfaction of its performance obligation under the licence, revenue could be recognised using a systematic basis over the licencing period (eg on a straight-line basis).

licences) and option 4 and it is the most consistent with a transaction neutral approach. The Board was concerned that because of the challenges in applying option 1 to non-IP licences and applying option 4 to all licences, inconsistencies could arise if applied in practice. Option 3 offered convenient sub-options, each of which would result in consistency in practice. Therefore the Board decided to modify option 2 to allow licensors the option of adopting practical expedients for low-value or short-term licences (including IP licences – see paragraph BC83), consistent with the precedent set in AASB 16. The Board also decided to specify that in applying the low-value option, arrangements with contingent consideration are not eligible as the Board observed that in most cases this would increase the overall transaction price significantly (and hence would not be of low-value).

BC75 The discussion below sets out the Board's rationale in effecting the chosen option, including the principles of AASB 15 for which the Board decided to develop guidance.

Recognition exemptions for low-value and short-term licences

BC76 As noted in paragraph BC74, the Board proposed practical expedients for low-value or short-term licences in ED 283 consistent with the precedent in AASB 16. This included providing guidance for applying the requirements to low-value licences, but not short-term licences (nor did the Board propose a definition of a 'short-term licence'). The majority of respondents to ED 283 supported the provision of practical expedients for short-term and low-value licences. However, several respondents requested the Board provide more guidance and examples on:

(a) the meaning of 'short-term' (ie what is the time threshold) and 'low-value' (ie what is the monetary threshold and/or examples);

(b) whether the exemption to apply to licences only when they satisfy both criteria (ie are both short-term and low-value); and

(c) whether the exemptions are appropriate for some low-value licences that have a high volume of transactions, meaning the revenue is material.

Short-term licences

BC77 In considering the issue raised in paragraph BC76(a), respondents explained that 'short-term' is used in a number of Standards inconsistently. For example, AASB 16 refers to a 'short-term lease' as a lease term of 12 months or less at the commencement date, AASB 119 *Employee Benefits* refers to employee benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period and AASB 107 *Statement of Cash Flows* refers to a maturity period of three months or less. The Board therefore decided that adding a practical expedient to AASB 15 for NFP public sector licensors without a definition could result in application issues and disparate accounting outcomes. Consequently, consistent with the decision to use the recognition exemptions in AASB 16 as a precedent, the Board decided to define 'short-term licences' as a licence that has a term of 12 months or less.

BC78 The Board observed that, in accordance with AASB 16*,* the term of a lease would take into account a reasonably certain expectation that a lessee would exercise an option to extend or terminate the lease. The Board considered whether this principle should be reflected in this Standard. The Board noted its expectation that an option typically would modify the scope, or the consideration for, the licence, and therefore would be accounted for as a new licence in accordance with paragraph Aus8.4. Nonetheless, for the removal of doubt and to simplify the recognition exemption, the Board decided to specify that an entity need not consider options to renew a licence in determining the lease term.

Low-value licences

BC79 In considering the issue raised in paragraph BC76(a) the Board included examples of low-value licences in ED 283, including driver licences, marriage licences and working with children permits. The Board decided that it would not be appropriate for it to provide a more prescriptive list of examples, nor quantify when a licence would be of low-value, as the Board preferred to utilise a principle rather than a rule.

BC80 Noting the intended consistency with the principle for short-term leases in AASB 16, the Board considered IFRS 16 paragraphs BC98–BC104, which set out the IASB's considerations in developing this type of recognition exemption. The Board took particular note of IFRS 16 paragraph BC100, which states "… at the time of reaching decisions about the exemption in 2015, 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 Board reaffirmed its decision that entities should apply the recognition exemption for low-value licences consistent with the precedent set in AASB 16, with the exception that licences with variable consideration could not be considered low value, given the possible fluctuations in value means it is uncertain that they ultimately will be low value.

Application to arrangements that are both short-term and low-value

BC81 In relation to paragraph BC76(b), the Board noted that, consistent with AASB 16, a licence only has to be one of either short-term or low-value (or both) to be eligible for the practical expedients, however decided not to amend the drafting of the exemption, noting it is presented in a manner consistent with the practical expedients in paragraph 5 of AASB 16. The Board noted that amending the wording of the exemption might cause inconsistency between Standards where the same outcome is intended, and might consequently lead to application issues.

Low-value licences that have a high volume of transactions

BC82 In relation to paragraph BC76(c), respondents raised concern that this might have led to inconsistency as the licensor is provided with a choice of the systematic basis upon which it will recognise revenue. However, the Board observed that because the licences in question would be expected to be issued at a high volume consistently over time, the recognition of revenue would also occur consistently over time, and the Board did not consider that the information provided to users of financial statements would be misleading.

Application to NFP public sector IP licences

BC83 The Board considered whether the practical expedients should also apply to IP licences issued by NFP public sector licensors. The Board noted that this would potentially result in a difference for low-value and short-term IP licences between the NFP public sector and other entities. On balance, the Board decided to extend the option to IP licences in the NFP public sector as:

(a) it preferred consistent treatment of all licences within the NFP public sector, noting that IFRS compliance is not a primary objective for the NFP public sector; and

(b) this would reduce the need for public sector preparers to apply judgement to determine whether their short-term and low-value licences are related to IP or non-IP (which would usually not be of great materiality, if at all).

Applying the principles of AASB 15 to non-IP licences

BC84 As noted in paragraph BC10, the majority of respondents to ED 283 agreed with the Board’s decision to apply the principles in AASB 15 to non-IP licences. However, despite support in principle, respondents noted that some activities that extend beyond just administrative activities, including maintaining exclusivity of the licence, periodically monitoring whether the terms of a licence are being met and upholding the integrity of the licence are not just features of a licence, but are in fact performance obligations that enhance the commerciality of the arrangements. These respondents held the view that without the active involvement of the licensor in these activities, there is a risk that the commercial value of the arrangement will not be upheld, potentially exposing the licensor to legal action from the licensee. Respondents noted that the licensor’s activities:

(a) serve to maintain confidence in the services, systems and operations of the licensee, upon which the commerciality of the arrangement is underpinned; and

(b) if not performed would substantially detract from the commerciality of the arrangement.

BC85 In considering this feedback, the Board observed its original decision to apply the principles of AASB 15 to non-IP licences, and specifically noted its decision that, when accounting for non-IP licences, the licensor should disregard the guidance for IP licences in paragraphs B52–B63B. Consequently, the Board analysed the requirements of paragraphs 22–30 to the examples of activities provided by the licensor in paragraph BC84 to determine whether those activities would be considered performance obligations to the customer in accordance with AASB 15.

Identifying performance obligations

Identifying the customer

BC86 The Board noted that the customer in the licensing arrangement is the licensee and activities undertaken for the benefit of the general public would not be a transfer of goods or services to the customer (ie not performance obligations to the customer) under the general principles of AASB 15. Accordingly, the Board decided it was not necessary to amend the proposals in ED 283 in respect of this issue.

Identifying what is a good or service

BC87 As noted in paragraphs BC47–BC50, the Board considered that issuing a right to perform would constitute a good or service for the purpose of AASB 15. The Board noted that a right to perform an activity might also have attributes attached, such as exclusivity. The Board noted that upholding the exclusivity of the right to perform that activity over the term of the licence would not be a separate good or service (and thus a performance obligation) as it does not transfer anything extra to the licensee than the original licence they received on day 1. In other words, exclusivity is an attribute and within the boundary of the licence (the good or service) that has been promised to the licensee. Therefore any activities to set up or maintain these exclusivity conditions are not performance obligations.

BC88 Another example of this would be an arrangement where a licensee needs to fulfil eligibility criteria prior to being granted a right to perform activities, and the licensor is required to perform activities to ensure that the eligibility criteria have been met prior to issuing the licence and throughout the term of the licence. Meeting the eligibility criteria is under the control of the licensee and types of activities performed by a licensor do not transfer an additional good or service to the licensee, as they merely confirm the licensee continues to meet its obligations and there is no change to the nature of the licence offered as a result of the activities performed by the licensor to check that these eligibility criteria have been fulfilled.

BC89 Accordingly, based on the considerations in paragraphs BC87 and BC88, the Board clarified that exclusivity and eligibility checking activities are not performance obligations as they do not transfer goods or services additional to the licence itself.

Satisfaction of performance obligations

BC90 The Board observed that an entity would be required to apply the requirements of paragraphs 31–45 to determine whether the control of the non-IP licence (most commonly a right to perform) is transferred at a point in time or over time. The Board considered that some non-IP licences might be structured such that the licensor has the right to change the rights issued in the licence at any time (ie change the right to perform at any time), which may indicate that the licensee does not control the same licence over the term of the licence, and hence control is transferred over time. The Board considered whether it should provide additional guidance to help licensors make this assessment, but decided it would not be necessary to do so as, in the Board's view:

(a) the principles and existing guidance in AASB 15 are sufficient for NFP public sector licensors to apply the Standard;

(b) the quantitative magnitude of licences issued by NFP public sector entities do not appear to constitute a significant portion of public sector revenue for the Board to develop public sector specific guidance on this aspect of AASB 15 that, in the context of IFRS compliance and transaction neutrality, might have unintended implications for private sector entities applying AASB 15; and

(c) the facts and circumstances of NFP public sector licences differ significantly, and providing specific guidance on this aspect of AASB 15 might inadvertently encourage licensors to draw conclusions without considering their specific facts and circumstances sufficiently.

BC91 The Board also reaffirmed its view that in majority of instances, a right to perform a licenced activity would not change over the licence term, because as soon as the licensor has issued the licence, the licensee would be able to direct the use of and obtain substantially all of the remaining benefits from the right to perform the licenced activities (ie the licensee controls the same right to perform the licenced activities throughout the term of the licence). Hence, control would be passed on the day the licence is issued for the entire term of the licence, and revenue would generally be recognised at a point in time.

Providing a rule to recognise revenue over time

BC92 In progressing ED 283, the Board also gave consideration as to whether it should provide a specific rule for all licences to be recognised over time (ie revisiting option 3 from paragraph BC73).

BC93 Based on the analysis in paragraphs BC87–BC89, the Board decided that exclusivity and monitoring activities do not represent a performance obligation in accordance with AASB 15. Therefore, the Board observed that if it were to address comments from constituents that such activities should represent a performance obligation (and hence be satisfied over time), the Board would need to create a rule divergent from the principles of AASB 15.

BC94 The Board noted that in AASB 1059, under the 'grant of a right to the operator' (GORTO) model, the licensor is effectively licencing the operator to use the service concession asset. The Board noted its consideration of applying the IP licensing guidance in AASB 15 to account for these arrangements in the scope of AASB 1059, but instead decided to require revenue to be recognised over time under the GORTO method. The Board also observed that a licensor is required to perform certain monitoring activities in a service concession arrangement, such as identifying non-paying vehicles and in the collections of non-payment toll fares.

BC95 The Board considered whether this set a precedent to provide a rule for non-IP licences to be recognised over time. However, the Board noted fundamental differences between service concession arrangements and non-IP licences. A service concession arrangement provides an operator with a right to access an asset that is controlled by the public sector. A licence is a right to use IP or non-IP that is not captured by AASB 16, or a right to perform, which provides significantly more control of the asset or the right to perform to the licensee, than is provided in a service concession arrangement. In a service concession arrangement, the public sector grantor capitalises an asset as part of the arrangement as it is considered a financing transaction in substance, and not a licence. The Board considered that recognising revenue immediately (rather than a liability) on the recognition of a service concession asset at fair value being current replacement cost did not reflect the economic substance of the arrangement and would overstate current year financial performance and the financial position when the right to charge users of the asset has been transferred to the operator, as current replacement cost would not reflect that the future cash flows attributable to the asset had been given up by the grantor. This would not be the case for licensing arrangements as the licensor would not, in most cases, be recognising the asset giving rise to the licence in its financial statements. Accordingly, the Board does not consider it appropriate to analogise to service concession arrangements when considering the treatment of licences.

BC96 On balance, the Board decided that AASB 1059 had not set a precedent for a rule for licences, as revenue is recognised over time for reasons specific to service concession arrangements. The Board also noted that the majority of non-IP licences would be addressed by the practical expedients for short-term and low-value licences. Further, the Board noted that the disagreement with the application of AASB 15 (noted in paragraph BC84) related primarily to casino and gaming licences. The Board observed that the prevalence and magnitude of such types of licences did not require specific treatment, in accordance with *The AASB's Not-for-Profit Entity Standard-Setting Framework*. The Board made this assessment at the jurisdictional level, observing that casino and gaming licences typically are issued by treasuries or departments of finance, with administering agencies accounting for such licences as administered items. In light of this the Board decided that the underlying principles of AASB 15 are appropriate for the recognition of revenue from non-IP licences, and it did not find a justifiable reason to diverge from its policy on transaction neutrality.

Variable consideration

BC97 The Board considered whether the general principles in AASB 15 paragraphs 50–59 should be amended to reflect, for non-IP licences, the guidance for sales-based or usage-based royalties within paragraph B63 of AASB 15 for IP licences. The Board noted this guidance might make it easier for licensors to determine the transaction price and timing of revenue recognition of non-IP licensing arrangements involving sales-based or usage-based consideration. However, in ED 283, the Board decided to use the general guidance in AASB 15 to be consistent with the overall decision as part of option 2 (see the table in paragraph BC73 above). The Board also decided to ask constituents a specific question within ED 283 on whether AASB 15 paragraph B63 should be used instead of the general guidance in AASB 15 to account for sales-based or usage-based consideration for non-IP licences.

BC98 Feedback from respondents on this question was mixed. A number of respondents supported the Board taking a transaction neutral approach to accounting for variable consideration (ie applying the general requirements in AASB 15). However many of these respondents also noted they did not issue licences that involved variable consideration. In contrast, some respondents that do issue licences with variable consideration noted the practical difficulties in applying the general requirements in AASB 15 (such as estimating the consideration and the significant adjustments that would be required) and therefore preferred applying the specific requirements in paragraphs B63–B63B for variable consideration of IP licences.

BC99 However, the Board observed that difficulties in estimating variable consideration was only brought to the Board's attention in the context of long-term licences, such as casino licences. As noted in paragraph BC4, the Board observed that the quantitative magnitude of this type of licence is not of significant materiality. Additionally, outreach with users of NFP public sector financial statements confirmed that the variable component of these types of licences is not material to their decision-making.

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BC100 On balance, the Board decided that it was not justifiable (given user needs were addressed), nor sufficiently significant (given the quantitative magnitude) to warrant departure from its policy of transaction neutrality, and reaffirmed its decision to require variable consideration in non-IP licences to be accounted for in accordance with the general principles of AASB 15.

Effective date and transition

BC101 In developing this Standard, the Board was cognisant that the accounting for revenue from licences issued by public sector licensors would preferably be clarified prior to 1 January 2019, which is the mandatory application date of AASB 15 and AASB 1058 for NFP entities. The Board considered whether the issue of this Standard would be too close to its effective date, and not provide preparers enough time to consider its requirements. However, the Board discussed this with various preparers during its outreach on ED 283, who confirmed that it would be more useful to apply AASB 15 and AASB 1058 for the first time with the guidance, rather than applying the Standard by analogy. Accordingly, the Board decided that the effective date of this Standard should be 1 January 2019 (consistent with AASB 15). The Board also decided that additional transitional relief was not required beyond that already provided in AASB 15.

GAAP/GFS convergence

BC102 The Board discussed implications of its decisions on generally accepted accounting principles (GAAP) and GFS harmonisation. As noted in paragraphs BC24 and BC25, the key difference between GAAP and GFS that may arise is where the cost of administrative activities related to the issue of a licence is clearly out of proportion to the revenue, the revenue would be classified as a tax (under GFS) instead of a licence (under GAAP). Therefore, where the cost to issue the licence is proportionate to the expenditure of the licensor, the licence would be classified as a licence, which is ultimately described as *sales of goods and services* under GFS. The Board noted (based on advice in the ABS's comments on ED 283) licences that might be subject to different classification would include casino and taxi licences, for which the timing of income recognition under GFS and GAAP would likely be aligned.

BC103 The Board considered its policy on GAAP/GFS harmonisation. Consistent with the rationale provided in paragraph BC25, and consistent with AASB 1058, the Board considered that it was not appropriate to amend its decisions reflected in this Standard in order to achieve full GAAP/GFS harmonisation. The Board also noted that the key difference is caused by a difference in the Board's view of a tax (and the definition of a tax in AASB 1058), and the underlying principles to distinguish licences from taxes in the GFS Manual. Further, some differences could only be addressed by making changes to the underlying principles in AASB 1058 and AASB 15. The Board noted that AASB 1049 *Whole of Government and General Government Sector Financial Reporting* requires entities to identify and explain any differences arising from different requirements in GAAP as compared to GFS.