

Meeting: International Public Sector Accounting Standards Board

Meeting Location: Virtual Meeting

Meeting Date: September 13–17 and 21, 2021

Agenda Item 6

For:

Approval

Discussion

Information

LEASES

Project summary	Develop a new leases standard aligned with IFRS 16, <i>Leases</i> to replace IPSAS 13, <i>Leases</i> . Develop additional guidance identifying and addressing lease related accounting issues associated with lease-type arrangements.	
Task Force members	<ul style="list-style-type: none"> Lynn Pamment, IPSASB Member (Task Force Chair) [TBD] 	
Meeting objectives	Topic	Agenda Item
Project management	Leases: Project Roadmap	6.1.1
	Instructions up to Previous Meeting	6.1.2
	Decisions up to Previous Meeting	6.1.3
Decisions required at this meeting	COVID-19 Requirements	6.2.1
	Definition of a Lease	6.2.2
	Discount rate	6.2.3
	Fair Value Definition (SMC 2)	6.2.4
Other supporting items	[draft] IPSAS [X], <i>Leases</i>	6.3.1

**LEASES:
PROJECT ROADMAP**

Meeting	Completed Actions or Discussions / Planned Actions or Discussions:
December 2020	<ol style="list-style-type: none"> 1. Approve Exposure Draft 75, Leases 2. Approve Request for Information, Concessionary Leases and Other Arrangements Similar to Leases
March 2021	<ol style="list-style-type: none"> 1. Document out for comment
June 2021	<ol style="list-style-type: none"> 1. Document out for comment
July Check-In 2021	<ol style="list-style-type: none"> 1. Exposure Draft 75: Review of Responses and Project Direction 2. Service Potential (SMC 3) 3. Definition of a Lease: Contract and Binding Arrangement 4. Scope: Concessionary Leases 5. Project Management
September 2021	<ol style="list-style-type: none"> 1. [draft] IPSAS [X], <i>Leases</i>: COVID-19 Requirements 2. [draft] IPSAS [X], <i>Leases</i>: Definition of a Lease: Concept of Consideration (nature and level) and Identifying a Lease 3. [draft] IPSAS [X], <i>Leases</i>: Discount rate 4. [draft] IPSAS [X], <i>Leases</i>: Fair Value Definition (SMC 2) 5. First Review of [draft] IPSAS [X], <i>Leases</i>
December 2021	<ol style="list-style-type: none"> 1. [draft] IPSAS [X], <i>Leases</i>: Intermediate lessor 2. [draft] IPSAS [X], <i>Leases</i>: Lease Liability in a Sale and Leaseback 3. RFI: High-level review of responses 4. Second Review of [draft] IPSAS [X], <i>Leases</i>
March 2022	<ol style="list-style-type: none"> 1. [draft] IPSAS [X], <i>Leases</i>: Low value assets 2. [draft] IPSAS [X], <i>Leases</i>: Manufacturer lessor 3. RFI: [Issues to be identified from the review of responses] 4. Third Review of [draft] IPSAS [X], <i>Leases</i>
June 2022	<ol style="list-style-type: none"> 1. Fourth Review of [draft] IPSAS [X], <i>Leases</i> 2. Approval of [draft] IPSAS [X], <i>Leases</i> 3. RFI: [Issues to be identified from the review of responses] 4. First Review of [draft] ED [X], [TBD]
September 2022	<ol style="list-style-type: none"> 1. RFI: [Issues to be identified from the review of responses] 2. Second Review of [draft] ED [X], [TBD] 3. Approval of [draft] ED [X], [TBD]
December 2022	<ol style="list-style-type: none"> 1. Document out for comment
March 2023	<ol style="list-style-type: none"> 1. Document out for comment
June 2023	<ol style="list-style-type: none"> 1. ED [X], [TBD]: Review of Responses [Issues to be identified from the review of responses]
September 2023	<ol style="list-style-type: none"> 1. ED [X], [TBD]: Review of Responses [Issues to be identified from the review of responses] 2. First draft of [draft] Pronouncement, [TBD]
December 2023	<ol style="list-style-type: none"> 1. Approval of [draft] Pronouncement, [TBD]

INSTRUCTIONS UP TO PREVIOUS MEETING

Meeting	Instruction	Actioned
July 2021	1. Update the Basis for Conclusions and include in the communication material an overview of how the IPSASB considered the significant issues raised by respondents in relation to the lease accounting models proposed in ED 75;	1. See [draft] IPSAS [X], <i>Leases</i> BC37–BC44.
	2. Work with the Task Force Chair, to further analyze the illustrative examples that refer to the term “economic benefits” to assess the appropriateness of adding the term “service potential”. Develop a paragraph in the Basis for Conclusions on the rationale for adding the term “service potential” in certain places in the new IPSAS on Leases;	2. See [draft] IPSAS [X], <i>Leases</i> BC61–BC65.
	3. Refer to the draft Standard based on the RFI as a pronouncement because it is premature to determine whether such guidance will be an IPSAS, an update to the new IPSAS on Leases (based on ED 75) or guidance to other existing IPSAS;	3. Editorial revision of [draft] IPSAS [X], <i>Leases</i> .
	4. Consider any potential impacts on the scope of the new IPSAS on Leases (based on ED 75), after the IPSASB has reviewed the responses to the RFI in relation to concessionary leases and determined the approach to developing accounting guidance on this issue in the context of the accounting model in the new IPSAS; and	4. See [draft] IPSAS [X], <i>Leases</i> BC46–BC50 [to be actioned after the review of responses to the RFI to develop accounting guidance on this issue in the context of the new IPSAS Leases accounting model]
	5. Reassess the use of the defined term “contract” in the definition of a lease in the new IPSAS on Leases (based on ED 75) to ensure consistency with the new Revenue IPSAS (when finalized) and also with the Financial Instruments standards.	5. See [draft] IPSAS [X], <i>Leases</i> BC51–BC56.

DECISIONS UP TO PREVIOUS MEETING

Meeting	Decision	BC Reference
December 2020	The IPSASB decided to proceed with: 1. The overall approach in ED 75 subject to addressing the issues raised by respondents identified in Appendix B of Agenda Item 2.2.1;	1. See [draft] IPSAS [X], <i>Leases</i> BC37–BC44.
	2. The proposals in ED 75 and include the term “service potential” in addition to “economic benefits”, where appropriate, when identifying a lease;	2. See [draft] IPSAS [X], <i>Leases</i> BC61–BC65.
	3. The proposal in ED 75 to define “contract” and specifically reference the term contract in the definition of a lease;	3. See [draft] IPSAS [X], <i>Leases</i> BC51–BC56.
	4. The ED 75 approach to not explicitly provide a scope exclusion for concessionary leases. The IPSASB will discuss accounting for concessionary leases in the context of the responses to the Request for Information (RFI) before finalizing the new IPSAS on Leases (based on ED 75); and	4. See [draft] IPSAS [X], <i>Leases</i> BC46–BC50 [to be completed after the review of responses to the RFI to develop accounting guidance on this issue in the context of the new IPSAS Leases accounting model]
	5. The proposed finalization process for the new IPSAS on Leases and to specifically address the issues raised from the review of responses to the Request for Information according to the schedule proposed in Agenda Item 2.1.1. The IPSASB noted that there was flexibility in the timeline to approve the Standard earlier depending on Board meeting time availability and progress in addressing the outstanding issues.	5. In progress.

COVID-19 Requirements

Question

1. Is there a public sector reason not to provide specific COVID-19 requirements with a limit date of June 30, 2022 in [draft] IPSAS [X], *Leases*?

Recommendation

2. Staff and Task Force Chair recommend the IPSASB proceed with ED 75 proposals and include the specific COVID-19 requirements with limit date of June 30, 2022, in [draft] IPSAS [X], *Leases*.

Background

3. This agenda item addresses respondents' feedback to COVID-19 paragraphs in ED 75 in light of both IASB's COVID-19 publications in order to provide a holistic and updated approach to COVID-19 requirements when finalizing the IPSAS on Leases.
4. [Exposure Draft \(ED\) 75, Leases](#) included paragraphs 48, 49 and 64 on COVID-19 pandemic. These paragraphs provide a practical expedient that permits lessees not to assess whether rent concessions that occur as a direct consequence of the COVID-19 pandemic and meet specified conditions are lease modifications and, instead, to account for those rent concessions as if they were not lease modifications¹.
5. In March 2021, the IASB published [Covid-19-Related Rent Concessions Beyond 30 June 2021](#) (Amendments to IFRS 16), which extended the availability of the practical expedient by one year (to June 30, 2022) because of feedback received "that lessees continue to face challenges accounting for rent concessions, especially in the light of the many challenges lessees face during the pandemic" (IFRS 16.BC205I).
6. While the vast majority of respondents agreed with the COVID-19 requirements in ED 75, some respondents raised some issues discussed in the analysis section below.

Analysis

COVID-19 specific paragraphs versus general pandemic paragraphs

7. The IPSASB decided to include the COVID-19 paragraphs because "the inclusion of these requirements may be useful to preparers and users of general purpose financial reports because of the uncertain duration and future impacts of the pandemic" (ED 75.BC57).
8. Respondent (R) 15 and R17 suggest labeling the COVID-19 paragraphs to be applicable to pandemics in general because:
 - (a) "[...] the applicability of these requirements may be overtaken by events and therefore be of no value to the preparers and users of GPFRS." (R15); and
 - (b) Of "the delayed effective dates of other IPSASs".
9. Staff and Task Force Chair note that the IASB "considered the risk of the practical expedient being applied too broadly, which could result in unintended consequences" (IFRS 16.BC205D). Therefore,

¹ For more information, please see IASB's publication [Covid-19-Related Rent Concessions \(Amendments to IFRS 16\)](#).

the IASB “limited the scope of the practical expedient so that it applies only to rent concessions that occur as a direct consequence of the COVID-19 pandemic” (IFRS 16.BC205D) if other conditions are met.

Staff and Task Force Chair's Recommendation

10. Staff and Task Force Chair recommend to the IPSASB, that the scope of the practical expedient should be the same as in IFRS 16 and as proposed in ED 75 because staff did not identify a public sector reason not to provide specific COVID-19 paragraphs.

Limit date of the practical expedient

11. R07 and R13 suggested changing the limit date of the practical expedient in paragraph 48 because it will date the Standard (R07) and the practical expedient limits the duration affected by COVID-19 that makes the affected period same for all, which might not be the case for everyone (R13).
12. Respondent 20 suggests removing the COVID-19 paragraphs because of the delayed effective date of other IPSAS.
13. Staff and Task Force Chair note that the limit date in ED 75.49 is unspecified, which gives the IPSASB the flexibility to decide the limit date when finalizing the IPSAS on Leases.
14. On the other hand, the IASB only extended the limit date of the practical expedient—it did not introduce a new practical expedient or a new option to apply (or not apply) the practical expedient. As mentioned in paragraph 9 of this agenda item, the IASB only wanted these requirements to be applicable to the COVID-19 pandemic by providing a single criterion to be applicable in all jurisdictions.

Staff and Task Force Chair's Recommendation

15. Staff and Task Force Chair recommend the IPSASB to include in the final IPSAS on Leases the same limit date as in IFRS 16 (June 30, 2022) because staff did not identify a public sector reason not to provide public sector entities that apply IPSAS with the same practical expedient available to entities that apply IFRS.
16. [Appendix A](#) provides the draft Basis for Conclusions consistent with this recommendation and see paragraph 49 of [draft] IPSAS [X] where the limit date is recommended to be included.

Decision Required

17. Does the IPSASB agree with the Staff and Task Force Chair's recommendations?

Appendix A – Draft Basis for Conclusions on COVID-19 Requirements

[These paragraphs need to be renumbered when including them in the Basis for Conclusions section of IPSAS [X], *Leases*]

COVID-19 Requirements

BC1. In developing ED 75, the IPSASB had included the recent amendments to IFRS 16 for COVID-19-related rent concessions. The IPSASB had of the view that the inclusion of these requirements might be useful to preparers and users of general-purpose financial reports because of the uncertain duration and future impacts of the pandemic.

Responses to ED 75, *Leases*

BC2. While the majority of respondents agreed with ED 75 proposal, a few respondents suggested that these requirements be applicable to pandemics in general because of the:

- (a) Applicability of these requirements may be overtaken by events and therefore will be of no value to the preparers and users of GPFRS; and
- (b) Delayed effective dates of other IPSASs.

BC3. The IPSASB noted that the IASB also considered the risk of the practical expedient being applied too broadly, which could result in unintended consequences. Therefore, the IASB decided to limit the scope of the practical expedient so that it applies only to rent concessions that occur as a direct consequence of the COVID-19 pandemic if other conditions are met.

BC5. Additionally, some respondents suggested changing the limit date of the practical expedient because it will date the Standard and the practical expedient limits the duration affected by COVID-19 that makes the affected period same for all, which might not be the case for everyone.

BC6. The IPSASB noted that, in March 2021, the IASB published *Covid-19-Related Rent Concessions beyond 30 June 2021* (Amendments to IFRS 16). In this publication, the IASB only extended the limit date of the practical expedient to June 30, 2022—it did not introduce either a new practical expedient or a new option to apply (or not apply) the practical expedient. The IASB only wanted these requirements to be applicable to the COVID-19 pandemic by providing a single criterion to be applicable in all jurisdictions.

BC7. The IPSASB decided to retain the ED 75 proposals in IPSAS [X], *Leases* because did not identify a public sector specific reason that would warrant a departure from IFRS 16.

Definition of a Lease

Question

1. Is there a public sector reason to modify the proposed ED 75 definition of a lease?

Recommendation

2. Staff and Task Force Chair recommend the IPSASB to proceed with the proposed ED 75 definition of a lease in [draft] IPSAS [X], *Leases*.

Background

3. This agenda item addresses the respondents' feedback to the proposed ED 75 definition of a lease.
4. ED 75 proposes the following definition of a lease:

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

5. Under ED 75, the term "consideration" is associated with the following defined term "lease payments":

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

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

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

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

6. Additionally, ED 75 also proposes the following application guidance:

AG10. To assess whether a contract conveys the right to control the use of an identified asset (see paragraphs AG14–AG21) for a period of time, an entity shall assess whether, throughout the period of use, the customer has both of the following:

- (a) The right to obtain substantially all of the economic benefits or service potential from use of the identified asset (as described in paragraphs AG22–AG24); and
- (b) The right to direct the use of the identified asset (as described in paragraphs AG25–AG31).

Analysis

7. While the vast majority of respondents agreed with the definition of a lease in ED 75, some respondents raised some issues, as follows:
 - (a) To clarify the term consideration to refer to financial or non-financial consideration as public sector entities may also enter into lease contracts in exchange for consideration that is nonfinancial (Respondent (R) 04);
 - (b) To clarify the difference between concessionary leases and nominal leases and quantifying the value and the basis of a nominal lease from a definition of a lease perspective (R02); and
 - (c) To amend the definition of a lease by adding the term “control the” before “use of an identified asset”² to be consistent with the application guidance of ED 75.10 because inconsistent references to the right to use make it difficult to decide whether the analysis should focus on the right to use, the right to control the use or the right to direct the use (R01, R23).

Consideration

8. Regarding the issue raised in paragraph 7.a), ED 75 proposed associating consideration transferred in a lease with lease payments made by the lessee to a lessor relating to the right to use an underlying asset during the lease term. Those lease payments are in the form of cash-flows. Therefore, the recognition and measurement requirements in ED 75 are also related to cash-flows. This approach is consistent with both IPSAS 13, *Leases* and IFRS 16, *Leases*.
9. Regarding the issue raised in paragraph 7.b), ED 75 is silent on the level of consideration required for the transaction to be classified as a lease or as a grant. Staff and the Task Force Chair are of the view that nominal leases can only be addressed in the context of concessionary leases, which is within the scope of Phase Two of the Leases project.
10. Staff and the Task Force Chair note that at the July 2021 Check-in meeting, the IPSASB decided to proceed with the ED 75 proposal of the definition of a lease because:
 - (a) No new thinking was provided by respondents that had not been considered by IPSASB when it formed its view in ED 75 to not provide an explicit scope exclusion for concessionary leases;
 - (b) This issue will be considered in Phase Two of the Leases project;
 - (c) The decision is consistent and aligned with the scope of IPSAS 13—therefore, no change in the current *status quo*; and
 - (d) This approach is aligned with the scope of IFRS 16—which is the objective of Phase One of the Leases project.

Control

11. Regarding the issue raised in paragraph 7.c), staff and the Task Force Chair note that the application guidance in ED 75 clarifies the principle set out in the definition of a lease about the convey of the right to use an identified asset by explicitly referring to the right to control the use of an identified asset, without the need to include it in the definition of a lease.

² Respondent suggested added wording in yellow shade: “**A lease is a contract, or part of a contract, that conveys the right to control the use of an identified asset (the underlying asset) for a period of time in exchange for consideration.**”

12. The IASB explained that:

“IFRS 16 defines a lease on the basis of whether a customer controls the use of an identified asset for a period of time, which may be determined by a defined amount of use. If the customer controls the use of an identified asset for a period of time, then the contract contains a lease. This will be the case if the customer can make the important decisions about the use of the asset in a similar way to that in which it makes decisions about owned assets that it uses. In such cases, the customer (the lessee) has obtained the right to use an asset (the right-of-use asset) that it should recognise in its balance sheet (subject to the recognition exemptions in paragraph 5 of IFRS 16). In contrast, in a service contract, the supplier controls the use of any assets used to deliver the service.” (IFRS 16.BC105)

Staff and Task Force Chair’s Recommendation

13. Staff and the Task Force Chair recommend the IPSASB to proceed with the proposed ED 75 definition of a lease because:
- (a) The vast majority of respondents to ED 75 supported the proposed definition of a lease;
 - (b) Respondents did not provide a public sector specific reason to modify the definition of a lease;
 - (c) It is beyond the scope of Phase One of the Leases project, which is to publish an IFRS 16-aligned IPSAS; and
 - (d) Phase Two of the Leases project will address concessionary leases and other arrangements similar to leases.
14. [Appendix A](#) provides the draft Basis for Conclusions consistent with this recommendation.

Decision Required

15. Does the IPSASB agree with the Staff and Task Force Chair’s recommendation?

Appendix A – Draft Basis for Conclusions on Definition of a Lease

[These paragraphs need to be renumbered and redrafted when including them in the Basis for Conclusions section of IPSAS [X], *Leases*]

Definition of a Lease

Responses to ED 75

BC1. While the majority of respondents agreed with ED 75 proposal, a few respondents suggested to:

- (a) Clarify the term consideration to refer to financial or non-financial consideration as public sector entities may also enter into lease contracts in exchange for consideration that is nonfinancial;
- (b) Clarify the difference between concessionary leases and nominal leases and quantifying the value and the basis of a nominal lease from a definition of a lease perspective; and
- (c) Amend the definition of a lease by adding the term “control the” before “use of an identified asset”³ to be consistent with the application guidance of ED 75.10 because inconsistent references to the right to use make it difficult to decide whether the analysis should focus on the right to use, the right to control the use or the right to direct the use.

BC2. The IPSASB noted that ED 75 is designed for consideration in the form of cash-flows because the definition of a lease is linked to the definition of lease payments, and that this approach is consistent with both IPSAS 13, *Leases* and IFRS 16, *Leases*.

BC3. The IPSASB also noted that Phase Two of the Leases project will address concessionary leases, which the Request for Information, *Concessionary Leases and Other Arrangements Similar to Leases* is part of. Therefore, the IPSASB concluded that any eventual changes to the definition of a lease should be considered in the context of the overarching topic of concessionary leases that will result from the Request for Information consultation process.

BC4. The IPSASB considered the consistency between the definition of a lease and its application guidance and concluded that the application guidance in ED 75 clarifies the principle set out in the definition of a lease on the convey of the right to use an identified asset by explicitly referring to the right to control the use of an identified asset, without the need to include it in the definition of a lease. The IPSASB noted that this approach is consistent with IFRS 16.

BC5. In conclusion, the IPSASB decided to retain the ED 75 proposals in IPSAS [X], *Leases* because did not identify a public sector specific reason that would warrant a departure from IFRS 16, and any public sector specific issues related to the definition of a lease will be addressed in Phase Two of the Leases project.

³ Respondent suggested added wording in yellow shade: “**A lease is a contract, or part of a contract, that conveys the right to control the use of an identified asset (the underlying asset) for a period of time in exchange for consideration.**”

Lessee: Discount rate

Question

1. Is there a public sector reason to provide additional guidance on discount rate?

Recommendation

2. Staff and Task Force Chair recommend the IPSASB to proceed with the proposal in ED 75 and not provide additional guidance on discount rate.

Background

3. This agenda item addresses respondents' feedback to the proposed ED 75 lessee's discount rate.

4. ED 75, *Leases* proposed the following guidance related to lessee's discount rate:

27. **At the commencement date, a lessee shall measure the lease liability at the present value of the lease payments that are not paid at that date. The lease payments shall be discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the lessee shall use the lessee's incremental borrowing rate.**

5. ED 75.BC55–BC56 explain the reasons for not providing additional guidance where:

- (a) The lessee's incremental borrowing rate is different from the likely interest rate implicit in the lease; or
- (b) The lessee is unable to determine the interest rate implicit in the lease or has difficulties in determining the incremental borrowing rate.

as follows:

BC55. The IPSASB decided that this issue is not public sector specific because private sector entities encounter similar difficulties in determining the implicit rate in the lease and the incremental borrowing rate.

BC56. The IPSASB noted that the incremental borrowing rate can be determined by:

- (a) Taking into account the terms and conditions of the lease;
- (b) Referring to a rate that is readily observable as a starting point (for example, the rate that a lessee has paid, or would pay, to borrow money to purchase the type of asset being leased, or the property yield when determining the discount rate to apply to property leases); and
- (c) Adjusting such observable rates as is needed to determine its incremental borrowing rate as defined in [draft] IPSAS [X] (ED 75).

Analysis

6. While the majority of respondents agreed with ED 75 proposals, a few respondents suggested including some guidance on determining the discount rate because of:

- (a) Difficulties in determining the implicit interest rate in a lease, where public sector entities have challenges in access to borrowings that could help determine the incremental borrowing rate (Respondent (R) 02, R09, R29);

- (b) Difference between real and nominal interest rate in non-developed countries with high inflation (R27); and
 - (c) Lack of guidance on the meaning of “similar value” in the definition of lessee’s incremental borrowing rate⁴.
7. Staff note that no new thinking was provided by respondents that had not been considered by IPSASB when it formed its view in ED 75 to not provide additional guidance on discount rate.
8. Staff and Task Force Chair are of the view that the issues raised by respondents are not public sector specific that warrant departure from IFRS 16 in Phase One of the project. If this issue is raised by respondents to the Request for Information (RFI), the IPSASB may consider it in Phase Two of the Leases project.

Staff and Task Force Chair’s Recommendation

9. Staff and Task Force Chair recommend the IPSASB to proceed with the proposal in ED 75 and not provide additional guidance on discount rate because:
- (a) Lack of incremental borrowing rate is also prevalent in the private sector;
 - (b) The IPSASB already clarified how to identify an appropriate incremental borrowing rate based on similar transactions; and
 - (c) Real and nominal interest rates are not a public sector specific issue.
10. [Appendix A](#) provides the draft Basis for Conclusions consistent with this recommendation.

Decision Required

11. Does the IPSASB agree with the Staff and Task Force Chair’s recommendation?

⁴ The lessee’s incremental borrowing rate is the rate of interest that a lessee would have to pay to borrow over a similar term, and with a similar security, the funds necessary to obtain an asset of a **similar value** to the right-of-use asset in a similar economic environment.

Appendix A – Draft Basis for Conclusions on Discount Rate

[These paragraphs need to be renumbered when including them in the Basis for Conclusions section of IPSAS [X], *Leases*]

Discount Rate

- BC1. In developing ED 75, the IPSASB had considered whether to provide additional guidance where:
- (a) The lessee's incremental borrowing rate is different from the likely interest rate implicit in the lease; or
 - (b) The lessee is unable to determine the interest rate implicit in the lease or has difficulties in determining the incremental borrowing rate.
- BC2. The IPSASB had decided that this issue is not public sector specific because private sector entities encounter similar difficulties in determining the implicit rate in the lease and the incremental borrowing rate.
- BC3. The IPSASB had noted that the incremental borrowing rate can be determined by:
- (a) Taking into account the terms and conditions of the lease;
 - (b) Referring to a rate that is readily observable as a starting point (for example, the rate that a lessee has paid, or would pay, to borrow money to purchase the type of asset being leased, or the property yield when determining the discount rate to apply to property leases); and
 - (c) Adjusting such observable rates as is needed to determine its incremental borrowing rate as defined in [draft] IPSAS [X] (ED 75).

Responses to ED 75

- BC4. While the majority of respondents agreed with ED 75 proposals, a few respondents suggested including some guidance on determining the discount rate because of:
- (a) Difficulties in determining the implicit rate in the lease, where public sector entities have challenges in access to borrowings to determine the incremental borrowing rate;
 - (b) Difference between real and nominal interest rate in non-developed countries with high inflation; and
 - (c) Lack of guidance on the meaning of "similar value" in the definition of lessee's incremental borrowing rate.
- BC5. The IPSASB decided to proceed with the proposal in ED 75 and not provide additional guidance on discount rate because:
- (a) Lack of incremental borrowing rate is also prevalent in the private sector;
 - (b) The IPSASB already clarified in BC3. how to identify an appropriate incremental borrowing rate based on similar transactions; and
 - (c) Real and nominal interest rates are not a public sector specific issue.

Fair Value Definition (SMC 2)

Question

1. Should the IPSASB retain the IFRS 16 and IPSAS 13 definition of fair value in [draft] IPSAS [X], *Leases*?

Recommendation

2. Staff and Task Force Chair recommend the IPSASB to proceed with ED 75 proposal and retain the IFRS 16 and IPSAS 13 definition of a lease in [draft] IPSAS [X], *Leases*.

Background

3. This agenda item addresses respondents' feedback to Specific Matter for Comment (SMC) 2 on the definition of a lease.
4. ED 75, *Leases*, included the following SMC 2:

Specific Matter for Comment 2:

The IPSASB decided to propose the retention of the fair value definition from IFRS 16 and IPSAS 13, *Leases*, which differs from the definition proposed in ED 77, *Measurement* (see paragraphs BC43–BC45). Do you agree with the IPSASB's decision? If not, please explain your reasons. If you agree, please provide any additional reasons not already discussed in the Basis for Conclusions.

5. ED 75.BC44–BC45 explain the reasons for retaining the IFRS 16 and IPSAS 13 definition of fair value, as follows:
 - BC44. The IPSASB noted that including the fair value definition consistent with [draft] IPSAS [X] (ED 77) might significantly change the lease classification and the timing of recognizing gains or losses for sale and leaseback transactions.
 - BC45. Therefore, the IPSASB decided to retain the fair value definition consistent with IFRS 16 because:
 - (a) It is consistent with the IPSASB's March 2020 decision to retain the IPSAS 13 lessor requirements and align with IFRS 16 for cost-benefit reasons (see paragraph BC36);
 - (b) It is consistent with the IASB's decision to retain in IFRS 16 the fair value definition that existed in IAS 17, *Leases*, as the previous lessor accounting model in IAS 17 was not fundamentally flawed and should not be changed; and
 - (c) It provides relief to preparers by not requiring significant changes to their accounting systems for this aspect of [draft] IPSAS [X] (ED 75).

Analysis

6. While the majority of respondents agree with ED 75 proposal, some respondents disagree with the retention of the fair value definition from IFRS 16, *Leases* and IPSAS 13, *Leases* in ED 75 because:
 - (a) Of the possible confusion for users and preparers of having two different fair value definitions in IPSASB's literature (Respondent (R) 02, R04, R09, R10, R18, R20, R23, R27, R32 R42);

- (b) Sale and leaseback transactions (where the definition of fair value is used) occur infrequently in the public sector (R09, R27, R32);
 - (c) Of the benefits of the consistent use of terminology in IPSASB literature (R09, R32); and
 - (d) Most countries are still in the process of implementing IPSAS and, therefore, this would not cause significant change for their accounting system (R27).
7. Staff note that respondents do not provide new thinking that had not been considered by IPSASB when it formed its view to retain the IFRS 16 and IPSAS 13 fair value definition in ED 75.
8. Additionally, ED 77, *Measurement* is still under consultation phase. Until the IPSASB reviews the responses to ED 77 and finalizes the IPSAS on Measurement, there is still uncertainty on the final definition of fair value.
9. Staff is of the view that if the definition of fair value in [draft] IPSAS [X], *Leases* should be amended as result of the Measurement project, then it should be made as a consequential amendment from the IPSAS on Measurement, not before the IPSAS on Measurement is approved.

Staff and Task Force Chair's Recommendation

10. Staff and Task Force Chair recommend the IPSASB proceed with the ED 75 proposal and retain the IFRS 16 and IPSAS 13 definition of a lease in [draft] IPSAS [X], *Leases* because:
- (a) No new thinking was provided by respondents that had not been considered by IPSASB when it formed its view in ED 75 to not provide an explicit scope exclusion for concessionary leases;
 - (b) The fair value definition in ED 77 is not yet finalized, as ED 77 is still out for consultation; and
 - (c) The fair value definition in [draft] IPSAS [X], *Leases* should only be amended if and when as a result of consequential amendment from the IPSAS on Measurement.
11. [Appendix A](#) provides the draft Basis for Conclusions consistent with this recommendation.

Decision Required

12. Does the IPSASB agree with the staff and Task Force Chair's recommendation?

Appendix A – Draft Basis for Conclusions on Fair Value Definition

[These paragraphs need to be renumbered when including them in the Basis for Conclusions section of IPSAS [X], *Leases*]

Fair Value

- BC1. In developing ED 75, the IPSASB had considered whether to retain the fair value definition consistent with IFRS 16 or to include the fair value definition consistent with [draft] IPSAS [X] (ED 77), *Measurement*.
- BC2. The IPSASB had noted that including the fair value definition consistent with [draft] IPSAS [X] (ED 77) might significantly change the lease classification and the timing of recognizing gains or losses for sale and leaseback transactions.
- BC3. Therefore, the IPSASB had decided to retain the fair value definition consistent with IFRS 16 because:
- (a) It is consistent with the IPSASB's March 2020 decision to retain the IPSAS 13 lessor requirements and align with IFRS 16 for cost-benefit reasons (see paragraph BC36);
 - (b) It is consistent with the IASB's decision to retain in IFRS 16 the fair value definition that existed in IAS 17, *Leases*, as the previous lessor accounting model in IAS 17 was not fundamentally flawed and should not be changed; and
 - (c) It provides relief to preparers by not requiring significant changes to their accounting systems for this aspect of [draft] IPSAS [X] (ED 75).

Responses to ED 75

- BC4. While the majority of respondents agree with ED 75 proposal, some respondents disagree with the retention of the fair value definition from IFRS 16, *Leases* and IPSAS 13, *Leases* in ED 75 because:
- (a) Of the possible confusion for users and preparers of having two different fair value definitions in IPSASB's literature;
 - (b) Sale and leaseback transactions (where the definition of fair value is used) occur infrequently in the public sector;
 - (c) Of the benefits of the consistent use of terminology in IPSASB literature; and
 - (d) Most countries are still in the process of implementing IPSAS and, therefore, this would not cause significant change for their accounting system.
- BC5. The IPSASB considered that ED 77, *Measurement* is still under consultation phase. The IPSASB highlighted that until the reviews of the responses to ED 77 is made and finalizes the IPSAS on *Measurement*, there is still uncertainty on the final definition of fair value in that project.
- BC6. Therefore, the IPSASB decided to retain the ED 75 fair value definition in IPSAS [X], *Leases* because it should only be amended if and when as a result of consequential amendment from the IPSAS on *Measurement* in order to be the result of a holistic approach to the fair value definition across the whole IPSASB literature.

[draft] IPSAS [X], *Leases*

Final Pronouncement
[MM YYYY]

IPSAS®

International Public Sector Accounting Standard®

IPSAS [X], *Leases*

IPSASB

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IPSAS [X], LEASES

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Objective

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

Scope

3. An entity shall apply this **[draft]** Standard to all leases, including leases of right-of-use assets in a sublease, except for:
 - (a) Leases to explore for or use minerals, oil, natural gas and similar non-regenerative resources;
 - (b) Leases of biological assets within the scope of IPSAS 27, *Agriculture* held by a lessee;
 - (c) Service concession arrangements within the scope of IPSAS 32, *Service Concession Arrangements: Grantor*;
 - (d) Licenses of intellectual property granted by a lessor within the scope of **[draft]** **IPSAS [X] (ED 70), *Revenue with Performance Obligations***; and
 - (e) Rights held by a lessee under licensing agreements within the scope of IPSAS 31, *Intangible Assets* for such items as motion picture films, video recordings, plays, manuscripts, patents and copyrights.
4. A lessee may, but is not required to, apply this **[draft]** Standard to leases of intangible assets other than those described in paragraph 3(e).

Definitions

5. The following terms are used in this **[draft]** Standard with the meanings specified:

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

A **contract**, for the purpose of this **[draft]** Standard, is an agreement between two or more parties that creates enforceable rights and obligations¹.

Economic life is either:

- (a) The period over which an asset is expected to be economically usable by one or more users; or

¹ The definition of contract is included in this Exposure Draft for information purposes. When the final IPSAS on Leases is published, the definition of contract will be replaced with a cross-reference to the final IPSAS on *Revenue with Performance Obligations*, which is the IPSAS where the definition of contract will be located.

- (b) The number of production or similar units expected to be obtained from an asset by one or more users.

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

Fair value, for the purpose of applying the lessor accounting requirements in this **{draft}** Standard, is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

Finance lease is a lease that transfers substantially all the risks and rewards incidental to ownership of an underlying asset.

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

Gross investment in the lease is the sum of:

- (a) The lease payments receivable by a lessor under a finance lease; and
- (b) Any unguaranteed residual value accruing to the lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Net investment in the lease is the gross investment in the lease discounted at the interest rate implicit in the lease.

Operating lease is a lease that does not transfer substantially all the risks and rewards incidental to ownership of an underlying asset.

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

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

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

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

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

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

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

Unearned finance revenue is the difference between:

- (a) The gross investment in the lease; and
- (b) The net investment in the lease.

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

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

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

Recognition Exemptions (see paragraphs AG4–AG9)

6. A lessee may elect not to apply the requirements in paragraphs 23–52 to:
 - (a) Short-term leases; and
 - (b) Leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9).
7. If a lessee elects not to apply the requirements in paragraphs 23–52 to either short-term leases or leases for which the underlying asset is of low value, the lessee shall recognize the lease payments associated with those leases as an expense on either a straight-line basis over the lease term or another systematic basis. The lessee shall apply another systematic basis if that basis is more representative of the pattern of the lessee's benefit.
8. If a lessee accounts for short-term leases applying paragraph 7, the lessee shall consider the lease to be a new lease for the purposes of this [draft] Standard if:
 - (a) There is a lease modification; or
 - (b) There is any change in the lease term (for example, the lessee exercises an option not previously included in its determination of the lease term).
9. The election for short-term leases shall be made by class of underlying asset to which the right of use relates. A class of underlying asset is a grouping of underlying assets of a similar nature and use in an entity's operations. The election for leases for which the underlying asset is of low value can be made on a lease-by-lease basis.

Identifying a Lease (see paragraphs AG10–AG34)

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

Separating Components of a Contract

13. For a contract that is, or contains, a lease, an entity shall account for each lease component within the contract as a lease separately from non-lease components of the contract, unless the entity applies the practical expedient in paragraph 16. Paragraphs AG33–AG34 set out guidance on separating components of a contract.

Lessee

14. For a contract that contains a lease component and one or more additional lease or non-lease components, a lessee shall allocate the consideration in the contract to each lease component on the basis of the relative stand-alone price of the lease component and the aggregate stand-alone price of the non-lease components.
15. The relative stand-alone price of lease and non-lease components shall be determined on the basis of the price the lessor, or a similar supplier, would charge an entity for that component, or a similar component, separately. If an observable stand-alone price is not readily available, the lessee shall estimate the stand-alone price, maximizing the use of observable information.
16. As a practical expedient, a lessee may elect, by class of underlying asset, not to separate non-lease components from lease components, and instead account for each lease component and any associated non-lease components as a single lease component. A lessee shall not apply this practical expedient to embedded derivatives that meet the criteria in paragraph 49 of IPSAS 41, *Financial Instruments*.
17. Unless the practical expedient in paragraph 16 is applied, a lessee shall account for non-lease components applying other applicable Standards.

Lessor

18. For a contract that contains a lease component and one or more additional lease or non-lease components, a lessor shall allocate the consideration in the contract applying paragraphs 72–89 of ~~draft~~ IPSAS [X] (ED 70).

Lease Term (see paragraphs AG35–AG42)

19. An entity shall determine the lease term as the non-cancellable period of a lease, together with both:
 - (a) Periods covered by an option to extend the lease if the lessee is reasonably certain to exercise that option; and

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

Lessee

Recognition

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

Measurement

Initial Measurement

Initial Measurement of the Right-of-Use Asset

24. **At the commencement date, a lessee shall measure the right-of-use asset at cost.**
25. The cost of the right-of-use asset shall comprise:
- (a) The amount of the initial measurement of the lease liability, as described in paragraph 27;
 - (b) Any lease payments made at or before the commencement date, less any lease incentives received;
 - (c) Any initial direct costs incurred by the lessee; and

- (d) An estimate of costs to be incurred by the lessee in dismantling and removing the underlying asset, restoring the site on which it is located or restoring the underlying asset to the condition required by the terms and conditions of the lease, unless those costs are incurred to produce inventories. The lessee incurs the obligation for those costs either at the commencement date or as a consequence of having used the underlying asset during a particular period.
26. A lessee shall recognize the costs described in paragraph 25(d) as part of the cost of the right-of-use asset when it incurs an obligation for those costs. A lessee applies IPSAS 12, *Inventories* to costs that are incurred during a particular period as a consequence of having used the right-of-use asset to produce inventories during that period. The obligations for such costs accounted for applying this ~~draft~~ Standard or IPSAS 12 are recognized and measured applying IPSAS 19, *Provisions, Contingent Liabilities, and Contingent Assets*.

Initial Measurement of the Lease Liability

27. **At the commencement date, a lessee shall measure the lease liability at the present value of the lease payments that are not paid at that date. The lease payments shall be discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the lessee shall use the lessee's incremental borrowing rate.**
28. At the commencement date, the lease payments included in the measurement of the lease liability comprise the following payments for the right to use the underlying asset during the lease term that are not paid at the commencement date:
- (a) Fixed payments (including in-substance fixed payments as described in paragraph AG43), less any lease incentives receivable;
 - (b) Variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date (as described in paragraph 29);
 - (c) Amounts expected to be payable by the lessee under residual value guarantees;
 - (d) The exercise price of a purchase option if the lessee is reasonably certain to exercise that option (assessed considering the factors described in paragraphs AG38–AG41); and
 - (e) Payments of penalties for terminating the lease, if the lease term reflects the lessee exercising an option to terminate the lease.
29. Variable lease payments that depend on an index or a rate described in paragraph 28(b) include, for example, payments linked to a consumer price index, payments linked to a benchmark interest rate (such as LIBOR) or payments that vary to reflect changes in market rental rates.

Subsequent Measurement

Subsequent Measurement of the Right-of-Use Asset

30. **After the commencement date, a lessee shall measure the right-of-use asset applying a cost model, unless it applies either of the measurement models described in paragraphs 35 and 36.**

Cost Model

31. To apply a cost model, a lessee shall measure the right-of-use asset at cost:
 - (a) Less any accumulated depreciation and any accumulated impairment losses; and
 - (b) Adjusted for any remeasurement of the lease liability specified in paragraph 37(c).
32. A lessee shall apply the depreciation requirements in IPSAS 17, *Property, Plant, and Equipment* in depreciating the right-of-use asset, subject to the requirements in paragraph 33.
33. If the lease transfers ownership of the underlying asset to the lessee by the end of the lease term or if the cost of the right-of-use asset reflects that the lessee will exercise a purchase option, the lessee shall depreciate the right-of-use asset from the commencement date to the end of the useful life of the underlying asset. Otherwise, the lessee shall depreciate the right-of-use asset from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term.
34. A lessee shall apply IPSAS 21, *Impairment of Non-Cash-Generating Assets* or IPSAS 26, *Impairment of Cash-Generating Assets*, as appropriate, to determine whether the right-of-use asset is impaired and to account for any impairment loss identified.

Other Measurement Models

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

Subsequent Measurement of the Lease Liability

37. **After the commencement date, a lessee shall measure the lease liability by:**
 - (a) Increasing the carrying amount to reflect interest on the lease liability;**
 - (b) Reducing the carrying amount to reflect the lease payments made; and**
 - (c) Remeasuring the carrying amount to reflect any reassessment or lease modifications specified in paragraphs 40–47, or to reflect revised in-substance fixed lease payments (see paragraph AG43).**
38. Interest on the lease liability in each period during the lease term shall be the amount that produces a constant periodic rate of interest on the remaining balance of the lease liability. The periodic rate of interest is the discount rate described in paragraph 27, or if applicable the revised discount rate described in paragraph 42, paragraph 44 or paragraph 46(c).
39. After the commencement date, a lessee shall recognize in surplus or deficit, unless the costs are included in the carrying amount of another asset applying other applicable Standards, both:
 - (a) Interest on the lease liability; and
 - (b) Variable lease payments not included in the measurement of the lease liability in the period in which the event or condition that triggers those payments occurs.

Reassessment of the Lease Liability

40. After the commencement date, a lessee shall apply paragraphs 41–44 to remeasure the lease liability to reflect changes to the lease payments. A lessee shall recognize the amount of the remeasurement of the lease liability as an adjustment to the right-of-use asset. However, if the carrying amount of the right-of-use asset is reduced to zero and there is a further reduction in the measurement of the lease liability, a lessee shall recognize any remaining amount of the remeasurement in surplus or deficit.
41. A lessee shall remeasure the lease liability by discounting the revised lease payments using a revised discount rate, if either:
 - (a) There is a change in the lease term, as described in paragraphs 21–22. A lessee shall determine the revised lease payments on the basis of the revised lease term; or
 - (b) There is a change in the assessment of an option to purchase the underlying asset, assessed considering the events and circumstances described in paragraphs 21–22 in the context of a purchase option. A lessee shall determine the revised lease payments to reflect the change in amounts payable under the purchase option.
42. In applying paragraph 41, a lessee shall determine the revised discount rate as the interest rate implicit in the lease for the remainder of the lease term, if that rate can be readily determined, or the lessee's incremental borrowing rate at the date of reassessment, if the interest rate implicit in the lease cannot be readily determined.
43. A lessee shall remeasure the lease liability by discounting the revised lease payments, if either:
 - (a) There is a change in the amounts expected to be payable under a residual value guarantee. A lessee shall determine the revised lease payments to reflect the change in amounts expected to be payable under the residual value guarantee.
 - (b) There is a change in future lease payments resulting from a change in an index or a rate used to determine those payments, including for example a change to reflect changes in market rental rates following a market rent review. The lessee shall remeasure the lease liability to reflect those revised lease payments only when there is a change in the cash flows (i.e. when the adjustment to the lease payments takes effect). A lessee shall determine the revised lease payments for the remainder of the lease term based on the revised contractual payments.
44. In applying paragraph 43, a lessee shall use an unchanged discount rate, unless the change in lease payments results from a change in floating interest rates. In that case, the lessee shall use a revised discount rate that reflects changes in the interest rate.

Lease Modifications

45. A lessee shall account for a lease modification as a separate lease if both:
 - (a) The modification increases the scope of the lease by adding the right to use one or more underlying assets; and
 - (b) The consideration for the lease increases by an amount commensurate with the stand-alone price for the increase in scope and any appropriate adjustments to that stand-alone price to reflect the circumstances of the particular contract.

46. For a lease modification that is not accounted for as a separate lease, at the effective date of the lease modification a lessee shall:
- (a) Allocate the consideration in the modified contract applying paragraphs 14–17;
 - (b) Determine the lease term of the modified lease applying paragraphs 19–20; and
 - (c) Remeasure the lease liability by discounting the revised lease payments using a revised discount rate. The revised discount rate is determined as the interest rate implicit in the lease for the remainder of the lease term, if that rate can be readily determined, or the lessee's incremental borrowing rate at the effective date of the modification, if the interest rate implicit in the lease cannot be readily determined.
47. For a lease modification that is not accounted for as a separate lease, the lessee shall account for the remeasurement of the lease liability by:
- (a) Decreasing the carrying amount of the right-of-use asset to reflect the partial or full termination of the lease for lease modifications that decrease the scope of the lease. The lessee shall recognize in surplus or deficit any gain or loss relating to the partial or full termination of the lease.
 - (b) Making a corresponding adjustment to the right-of-use asset for all other lease modifications.
48. As a practical expedient, a lessee may elect not to assess whether a rent concession that meets the conditions in paragraph 49 is a lease modification. A lessee that makes this election shall account for any change in lease payments resulting from the rent concession the same way it would account for the change applying this Standard if the change were not a lease modification.
49. The practical expedient in paragraph 48 applies only to rent concessions occurring as a direct consequence of the COVID-19 pandemic and only if all of the following conditions are met:
- (a) The change in lease payments results in revised consideration for the lease that is substantially the same as, or less than, the consideration for the lease immediately preceding the change;
 - (b) Any reduction in lease payments affects only payments originally due on or before ~~[MM-DD, YYYY]~~ June 30, 2022 (for example, a rent concession would meet this condition if it results in reduced lease payments on or before ~~[MM-DD, YYYY]~~ June 30, 2022 and increased lease payments that extend beyond ~~[MM-DD, YYYY]~~ June 30, 2022); and
 - (c) There is no substantive change to other terms and conditions of the lease.

Presentation

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

- (b) Lease liabilities separately from other liabilities. If the lessee does not present lease liabilities separately in the statement of financial position, the lessee shall disclose which line items in the statement of financial position include those liabilities.
51. The requirement in paragraph 50(a) does not apply to right-of-use assets that meet the definition of investment property, which shall be presented in the statement of financial position as investment property.
52. In the statement of financial performance, a lessee shall present interest expense on the lease liability separately from the depreciation charge for the right-of-use asset. Interest expense on the lease liability is a component of finance costs, which paragraph 102(b) of IPSAS 1, *Presentation of Financial Statements* requires to be presented separately in the statement of financial performance.
53. In the cash flow statement, a lessee shall classify:
- (a) Cash payments for the principal portion of the lease liability within financing activities;
 - (b) Cash payments for the interest portion of the lease liability applying the requirements in IPSAS 2, *Cash Flow Statement* for interest paid; and
 - (c) Short-term lease payments, payments for leases of low-value assets and variable lease payments not included in the measurement of the lease liability within operating activities.

Disclosure

54. **The objective of the disclosures is for lessees to disclose information in the notes that, together with the information provided in the statement of financial position, statement of financial performance and cash flow statement, gives a basis for users of financial statements to assess the effect that leases have on the financial position, financial performance and cash flows of the lessee. Paragraphs 55–63 specify requirements on how to meet this objective.**
55. A lessee shall disclose information about its leases for which it is a lessee in a single note or separate section in its financial statements. However, a lessee need not duplicate information that is already presented elsewhere in the financial statements, provided that the information is incorporated by cross-reference in the single note or separate section about leases.
56. A lessee shall disclose the following amounts for the reporting period:
- (a) Depreciation charge for right-of-use assets by class of underlying asset;
 - (b) Interest expense on lease liabilities;
 - (c) The expense relating to short-term leases accounted for applying paragraph 7. This expense need not include the expense relating to leases with a lease term of one month or less;
 - (d) The expense relating to leases of low-value assets accounted for applying paragraph 7. This expense shall not include the expense relating to short-term leases of low-value assets included in paragraph 56(c);
 - (e) The expense relating to variable lease payments not included in the measurement of lease liabilities;
 - (f) Revenue from subleasing right-of-use assets;
 - (g) Total cash outflow for leases;

- (h) Additions to right-of-use assets;
 - (i) Gains or losses arising from sale and leaseback transactions; and
 - (j) The carrying amount of right-of-use assets at the end of the reporting period by class of underlying asset.
57. A lessee shall provide the disclosures specified in paragraph 56 in a tabular format, unless another format is more appropriate. The amounts disclosed shall include costs that a lessee has included in the carrying amount of another asset during the reporting period.
58. A lessee shall disclose the amount of its lease commitments for short-term leases accounted for applying paragraph 7 if the portfolio of short-term leases to which it is committed at the end of the reporting period is dissimilar to the portfolio of short-term leases to which the short-term lease expense disclosed applying paragraph 56(c) relates.
59. If right-of-use assets meet the definition of investment property, a lessee shall apply the disclosure requirements in IPSAS 16. In that case, a lessee is not required to provide the disclosures in paragraph 56(a), 56(f), 56(h) or 56(j) for those right-of-use assets.
60. If a lessee measures right-of-use assets at revalued amounts applying IPSAS 17, the lessee shall disclose the information required by paragraph 92 of IPSAS 17 for those right-of-use assets.
61. A lessee shall disclose a maturity analysis of lease liabilities applying paragraphs 46 and AG12 of IPSAS 30, *Financial Instruments: Disclosures* separately from the maturity analyses of other financial liabilities.
62. In addition to the disclosures required in paragraphs 56–61, a lessee shall disclose additional qualitative and quantitative information about its leasing activities necessary to meet the disclosure objective in paragraph 54 (as described in paragraph AG49). This additional information may include, but is not limited to, information that helps users of financial statements to assess:
- (a) The nature of the lessee's leasing activities;
 - (b) Future cash outflows to which the lessee is potentially exposed that are not reflected in the measurement of lease liabilities. This includes exposure arising from:
 - (i) Variable lease payments (as described in paragraph AG50);
 - (ii) Extension options and termination options (as described in paragraph AG51);
 - (iii) Residual value guarantees (as described in paragraph AG52); and
 - (iv) Leases not yet commenced to which the lessee is committed.
 - (c) Restrictions or covenants imposed by leases; and
 - (d) Sale and leaseback transactions (as described in paragraph AG53).
63. A lessee that accounts for short-term leases or leases of low-value assets applying paragraph 7 shall disclose that fact.
64. If a lessee applies the practical expedient in paragraph 48, the lessee shall disclose:
- (a) That it has applied the practical expedient to all rent concessions that meet the conditions in paragraph 49 or, if not applied to all such rent concessions, information about the nature of the contracts to which it has applied the practical expedient (see paragraph 2); and

- (b) The amount recognized in surplus or deficit for the reporting period to reflect changes in lease payments that arise from rent concessions to which the lessee has applied the practical expedient in paragraph 48.

Lessor

Classification of Leases (paragraphs AG54–AG59)

- 65. **A lessor shall classify each of its leases as either an operating lease or a finance lease.**
- 66. **A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership of an underlying asset. A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incidental to ownership of an underlying asset.**
- 67. Whether a lease is a finance lease or an operating lease depends on the substance of the transaction rather than the form of the contract. Examples of situations that individually or in combination would normally lead to a lease being classified as a finance lease are:
 - (a) The lease transfers ownership of the underlying asset to the lessee by the end of the lease term;
 - (b) The lessee has the option to purchase the underlying asset at a price that is expected to be sufficiently lower than the fair value at the date the option becomes exercisable for it to be reasonably certain, at the inception date, that the option will be exercised;
 - (c) The lease term is for the major part of the economic life of the underlying asset even if title is not transferred;
 - (d) At the inception date, the present value of the lease payments amounts to at least substantially all of the fair value of the underlying asset; and
 - (e) The underlying asset is of such a specialized nature that only the lessee can use it without major modifications.
- 68. Indicators of situations that individually or in combination could also lead to a lease being classified as a finance lease are:
 - (a) If the lessee can cancel the lease, the lessor's losses associated with the cancellation are borne by the lessee;
 - (b) Gains or losses from the fluctuation in the fair value of the residual accrue to the lessee (for example, in the form of a rent rebate equaling most of the sales proceeds at the end of the lease); and
 - (c) The lessee has the ability to continue the lease for a secondary period at a rent that is substantially lower than market rent.
- 69. The examples and indicators in paragraphs 67–68 are not always conclusive. If it is clear from other features that the lease does not transfer substantially all the risks and rewards incidental to ownership of an underlying asset, the lease is classified as an operating lease. For example, this may be the case if ownership of the underlying asset transfers at the end of the lease for a variable payment equal to its then fair value, or if there are variable lease payments, as a result of which the lessor does not transfer substantially all such risks and rewards.

70. Lease classification is made at the inception date and is reassessed only if there is a lease modification. Changes in estimates (for example, changes in estimates of the economic life or of the residual value of the underlying asset), or changes in circumstances (for example, default by the lessee), do not give rise to a new classification of a lease for accounting purposes.

Finance Leases

Recognition and Measurement

71. **At the commencement date, a lessor shall recognize assets held under a finance lease in its statement of financial position and present them as a receivable at an amount equal to the net investment in the lease.**

Initial Measurement

72. The lessor shall use the interest rate implicit in the lease to measure the net investment in the lease. In the case of a sublease, if the interest rate implicit in the sublease cannot be readily determined, an intermediate lessor may use the discount rate used for the head lease (adjusted for any initial direct costs associated with the sublease) to measure the net investment in the sublease.
73. Initial direct costs are included in the initial measurement of the net investment in the lease and reduce the amount of revenue recognized over the lease term. The interest rate implicit in the lease is defined in such a way that the initial direct costs are included automatically in the net investment in the lease; there is no need to add them separately.

Initial Measurement of the Lease Payments Included in the Net Investment in the Lease

74. At the commencement date, the lease payments included in the measurement of the net investment in the lease comprise the following payments for the right to use the underlying asset during the lease term that are not received at the commencement date:
- (a) Fixed payments (including in-substance fixed payments as described in paragraph AG43), less any lease incentives payable;
 - (b) Variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
 - (c) Any residual value guarantees provided to the lessor by the lessee, a party related to the lessee or a third party unrelated to the lessor that is financially capable of discharging the obligations under the guarantee;
 - (d) The exercise price of a purchase option if the lessee is reasonably certain to exercise that option (assessed considering the factors described in paragraph AG38); and
 - (e) Payments of penalties for terminating the lease, if the lease term reflects the lessee exercising an option to terminate the lease.

Subsequent Measurement

75. **A lessor shall recognize finance revenue over the lease term, based on a pattern reflecting a constant periodic rate of return on the lessor's net investment in the lease.**
76. A lessor aims to allocate finance revenue over the lease term on a systematic and rational basis. A lessor shall apply the lease payments relating to the period against the gross investment in the lease to reduce both the principal and the unearned finance revenue.
77. A lessor shall apply the derecognition and impairment requirements in IPSAS 41 to the net investment in the lease. A lessor shall review regularly estimated unguaranteed residual values used in computing the gross investment in the lease. If there has been a reduction in the estimated unguaranteed residual value, the lessor shall revise the revenue allocation over the lease term and recognize immediately any reduction in respect of amounts accrued.
78. A lessor that classifies an asset under a finance lease as held for sale (or includes it in a disposal group that is classified as held for sale) applying ~~draft~~ IPSAS [X] (ED 79), *Non-current Assets Held for Sale and Discontinued Operations*² shall account for the asset in accordance with that Standard.

Lease Modifications

79. A lessor shall account for a modification to a finance lease as a separate lease if both:
- (a) The modification increases the scope of the lease by adding the right to use one or more underlying assets; and
 - (b) The consideration for the lease increases by an amount commensurate with the stand-alone price for the increase in scope and any appropriate adjustments to that stand-alone price to reflect the circumstances of the particular contract.
80. For a modification to a finance lease that is not accounted for as a separate lease, a lessor shall account for the modification as follows:
- (a) If the lease would have been classified as an operating lease had the modification been in effect at the inception date, the lessor shall:
 - (i) Account for the lease modification as a new lease from the effective date of the modification; and
 - (ii) Measure the carrying amount of the underlying asset as the net investment in the lease immediately before the effective date of the lease modification.
 - (b) Otherwise, the lessor shall apply the requirements of IPSAS 41.

Operating Leases

Recognition and Measurement

81. **A lessor shall recognize lease payments from operating leases as revenue on either a straight-line basis or another systematic basis. The lessor shall apply another systematic basis if that basis is more representative of the pattern in which benefit from the use of the underlying asset is diminished.**

² ED 79, *Non-current Assets Held for Sale and Discontinued Operations* under development is based on IFRS 5 *Non-current Assets Held for Sale and Discontinued Operations*.

82. A lessor shall recognize costs, including depreciation, incurred in earning the lease revenue as an expense.
83. A lessor shall add initial direct costs incurred in obtaining an operating lease to the carrying amount of the underlying asset and recognize those costs as an expense over the lease term on the same basis as the lease revenue.
84. The depreciation policy for depreciable underlying assets subject to operating leases shall be consistent with the lessor's normal depreciation policy for similar assets. A lessor shall calculate depreciation in accordance with IPSAS 17 and IPSAS 31.
85. A lessor shall apply IPSAS 21 or IPSAS 26, as appropriate, to determine whether an underlying asset subject to an operating lease is impaired and to account for any impairment loss identified.

Lease Modifications

86. A lessor shall account for a modification to an operating lease as a new lease from the effective date of the modification, considering any prepaid or accrued lease payments relating to the original lease as part of the lease payments for the new lease.

Presentation

87. A lessor shall present underlying assets subject to operating leases in its statement of financial position according to the nature of the underlying asset.

Disclosure

88. **The objective of the disclosures is for lessors to disclose information in the notes that, together with the information provided in the statement of financial position, statement of financial performance and cash flow statement, gives a basis for users of financial statements to assess the effect that leases have on the financial position, financial performance and cash flows of the lessor. Paragraphs 89–96 specify requirements on how to meet this objective.**
89. A lessor shall disclose the following amounts for the reporting period:
 - (a) For finance leases:
 - (i) Selling surplus or deficit;
 - (ii) Finance revenue on the net investment in the lease; and
 - (iii) Revenue relating to variable lease payments not included in the measurement of the net investment in the lease.
 - (b) For operating leases, lease revenue, separately disclosing revenue relating to variable lease payments that do not depend on an index or a rate.
90. A lessor shall provide the disclosures specified in paragraph 89 in a tabular format, unless another format is more appropriate.

91. A lessor shall disclose additional qualitative and quantitative information about its leasing activities necessary to meet the disclosure objective in paragraph 88. This additional information includes, but is not limited to, information that helps users of financial statements to assess:
- (a) The nature of the lessor's leasing activities; and
 - (b) How the lessor manages the risk associated with any rights it retains in underlying assets. In particular, a lessor shall disclose its risk management strategy for the rights it retains in underlying assets, including any means by which the lessor reduces that risk. Such means may include, for example, buy-back agreements, residual value guarantees or variable lease payments for use in excess of specified limits.

Finance Leases

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

Operating Leases

94. For items of property, plant and equipment subject to an operating lease, a lessor shall apply the disclosure requirements of IPSAS 17. In applying the disclosure requirements in IPSAS 17, a lessor shall disaggregate each class of property, plant and equipment into assets subject to operating leases and assets not subject to operating leases. Accordingly, a lessor shall provide the disclosures required by IPSAS 17 for assets subject to an operating lease (by class of underlying asset) separately from owned assets held and used by the lessor.
95. A lessor shall apply the disclosure requirements in IPSAS 16, IPSAS 21 or IPSAS 26, as appropriate, IPSAS 27 and IPSAS 31 for assets subject to operating leases.
96. A lessor shall disclose a maturity analysis of lease payments, showing the undiscounted lease payments to be received on an annual basis for a minimum of each of the first five years and a total of the amounts for the remaining years.

Sale and Leaseback Transactions

97. If an entity (the seller-lessee) transfers an asset to another entity (the buyer-lessor) and leases that asset back from the buyer-lessor, both the seller-lessee and the buyer-lessor shall account for the transfer contract and the lease applying paragraphs 98–102.

Assessing Whether the Transfer of the Asset is a Sale

98. An entity shall apply the requirements for determining when a performance obligation is satisfied in ~~draft~~ IPSAS [X] (ED 70) to determine whether the transfer of an asset is accounted for as a sale of that asset.

Transfer of the Asset is a Sale

99. If the transfer of an asset by the seller-lessee satisfies the requirements of ~~[draft]~~ IPSAS [X], **(ED 70)** to be accounted for as a sale of the asset:
- (a) The seller-lessee shall measure the right-of-use asset arising from the leaseback at the proportion of the previous carrying amount of the asset that relates to the right of use retained by the seller-lessee. Accordingly, the seller-lessee shall recognize only the amount of any gain or loss that relates to the rights transferred to the buyer-lessor.
 - (b) The buyer-lessor shall account for the purchase of the asset applying applicable Standards, and for the lease applying the lessor accounting requirements in this ~~[draft]~~ Standard.
100. If the fair value of the consideration for the sale of an asset does not equal the fair value of the asset, or if the payments for the lease are not at market rates, an entity shall make the following adjustments to measure the sale proceeds at fair value:
- (a) Any below-market terms shall be accounted for as a prepayment of lease payments; and
 - (b) Any above-market terms shall be accounted for as additional financing provided by the buyer-lessor to the seller-lessee.
101. The entity shall measure any potential adjustment required by paragraph 100 on the basis of the more readily determinable of:
- (a) The difference between the fair value of the consideration for the sale and the fair value of the asset; and
 - (b) The difference between the present value of the contractual payments for the lease and the present value of payments for the lease at market rates.

Transfer of the Asset is not a Sale

102. If the transfer of an asset by the seller-lessee does not satisfy the requirements of ~~[draft]~~ IPSAS [X] **(ED 70)** to be accounted for as a sale of the asset:
- (a) The seller-lessee shall continue to recognize the transferred asset and shall recognize a financial liability equal to the transfer proceeds. It shall account for the financial liability applying IPSAS 41.
 - (b) The buyer-lessor shall not recognize the transferred asset and shall recognize a financial asset equal to the transfer proceeds. It shall account for the financial asset applying IPSAS 41.

Effective Date and Transition

Effective Date

103. **An entity shall apply this ~~[draft]~~ Standard for annual reporting periods beginning on or after MM DD, YYYY. Earlier application is permitted for entities that apply IPSAS 41, ~~[draft]~~ IPSAS [X] **(ED 70)**, and ~~[draft]~~ IPSAS [X] **(ED 79)** at or before the date of initial application of this ~~[draft]~~ Standard. If an entity applies this ~~[draft]~~ Standard earlier, it shall disclose that fact.**

104. When an entity adopts the accrual basis IPSASs of accounting as defined in IPSAS 33, *First-time Adoption of Accrual Basis International Public Sector Accounting Standards (IPSASs)* for financial reporting purposes subsequent to this effective date, this ~~{draft}~~ Standard applies to the entity's annual financial statements covering periods beginning on or after the date of adoption of IPSASs.
105. A lessee shall apply paragraphs 48, 49, 64, 124, and 125 for annual reporting periods beginning on or after MM DD, YYYY. Earlier application is permitted, including in financial statements not authorized for issue at MM DD, YYYY.

Transition

106. For the purposes of the requirements in paragraphs 103–123, the date of initial application is the beginning of the annual reporting period in which an entity first applies this ~~{draft}~~ Standard.

Definition of a Lease

107. As a practical expedient, an entity is not required to reassess whether a contract is, or contains, a lease at the date of initial application. Instead, the entity is permitted:
- (a) To apply this ~~{draft}~~ Standard to contracts that were previously identified as leases applying IPSAS 13, *Leases*. The entity shall apply the transition requirements in paragraphs 109–122 to those leases.
 - (b) Not to apply this ~~{draft}~~ Standard to contracts that were not previously identified as containing a lease applying IPSAS 13.
108. If an entity chooses the practical expedient in paragraph 107, it shall disclose that fact and apply the practical expedient to all of its contracts. As a result, the entity shall apply the requirements in paragraphs 10–12 only to contracts entered into (or changed) on or after the date of initial application.

Lessees

109. A lessee shall apply this ~~{draft}~~ Standard to its leases either:
- (a) Retrospectively to each prior reporting period presented applying IPSAS 3, *Accounting Policies, Changes in Accounting Estimates and Errors*; or
 - (b) Retrospectively with the cumulative effect of initially applying the ~~{draft}~~ Standard recognized at the date of initial application in accordance with paragraphs 111–117.
110. A lessee shall apply the election described in paragraph 109 consistently to all of its leases in which it is a lessee.
111. If a lessee elects to apply this ~~{draft}~~ Standard in accordance with paragraph 109(b), the lessee shall not restate comparative information. Instead, the lessee shall recognize the cumulative effect of initially applying this ~~{draft}~~ Standard as an adjustment to the opening balance of accumulated surpluses/(deficits) (or other component of net assets/equity, as appropriate) at the date of initial application.

Leases Previously Classified as Operating Leases

112. If a lessee elects to apply this ~~{draft}~~ Standard in accordance with paragraph 109(b), the lessee shall:

- (a) Recognize a lease liability at the date of initial application for leases previously classified as an operating lease applying IPSAS 13. The lessee shall measure that lease liability at the present value of the remaining lease payments, discounted using the lessee's incremental borrowing rate at the date of initial application.
 - (b) Recognize a right-of-use asset at the date of initial application for leases previously classified as an operating lease applying IPSAS 13. The lessee shall choose, on a lease-by-lease basis, to measure that right-of-use asset at either:
 - (i) Its carrying amount as if the ~~[draft]~~ Standard had been applied since the commencement date, but discounted using the lessee's incremental borrowing rate at the date of initial application; or
 - (ii) An amount equal to the lease liability, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the statement of financial position immediately before the date of initial application.
 - (c) Apply IPSAS 21 or IPSAS 26, as appropriate, to right-of-use assets at the date of initial application, unless the lessee applies the practical expedient in paragraph 114(b).
113. Notwithstanding the requirements in paragraph 112, for leases previously classified as operating leases applying IPSAS 13, a lessee:
- (a) Is not required to make any adjustments on transition for leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9) that will be accounted for applying paragraph 7. The lessee shall account for those leases applying this ~~[draft]~~ Standard from the date of initial application.
 - (b) Is not required to make any adjustments on transition for leases previously accounted for as investment property using the fair value model in IPSAS 16. The lessee shall account for the right-of-use asset and the lease liability arising from those leases applying IPSAS 16 and this ~~[draft]~~ Standard from the date of initial application.
 - (c) Shall measure the right-of-use asset at fair value at the date of initial application for leases previously accounted for as operating leases applying IPSAS 13 and that will be accounted for as investment property using the fair value model in IPSAS 16 from the date of initial application. The lessee shall account for the right-of-use asset and the lease liability arising from those leases applying IPSAS 16 and this ~~[draft]~~ Standard from the date of initial application.
114. A lessee may use one or more of the following practical expedients when applying this ~~[draft]~~ Standard retrospectively in accordance with paragraph 109(b) to leases previously classified as operating leases applying IPSAS 13. A lessee is permitted to apply these practical expedients on a lease-by-lease basis:
- (a) A lessee may apply a single discount rate to a portfolio of leases with reasonably similar characteristics (such as leases with a similar remaining lease term for a similar class of underlying asset in a similar economic environment).
 - (b) A lessee may rely on its assessment of whether leases are onerous applying IPSAS 19 immediately before the date of initial application as an alternative to performing an impairment review. If a lessee chooses this practical expedient, the lessee shall adjust the right-of-use asset at the date of initial application by the amount of any provision for onerous

leases recognized in the statement of financial position immediately before the date of initial application.

- (c) A lessee may elect not to apply the requirements in paragraph 112 to leases for which the lease term ends within 12 months of the date of initial application. In this case, a lessee shall:
 - (i) Account for those leases in the same way as short-term leases as described in paragraph 7; and
 - (ii) Include the cost associated with those leases within the disclosure of short-term lease expense in the annual reporting period that includes the date of initial application.
- (d) A lessee may exclude initial direct costs from the measurement of the right-of-use asset at the date of initial application.
- (e) A lessee may use hindsight, such as in determining the lease term if the contract contains options to extend or terminate the lease.

Leases Previously Classified as Finance Leases

115. If a lessee elects to apply this ~~draft~~ Standard in accordance with paragraph 109(b), for leases that were classified as finance leases applying IPSAS 13, the carrying amount of the right-of-use asset and the lease liability at the date of initial application shall be the carrying amount of the lease asset and lease liability immediately before that date measured applying IPSAS 13. For those leases, a lessee shall account for the right-of-use asset and the lease liability applying this ~~draft~~ Standard from the date of initial application.

Disclosure

116. If a lessee elects to apply this ~~draft~~ Standard in accordance with paragraph 109(b), the lessee shall disclose information about initial application required by paragraph 33 of IPSAS 3, except for the information specified in paragraph 33(f) of IPSAS 3. Instead of the information specified in paragraph 33(f) of IPSAS 3, the lessee shall disclose:

- (a) The weighted average lessee's incremental borrowing rate applied to lease liabilities recognized in the statement of financial position at the date of initial application; and
- (b) An explanation of any difference between:
 - (i) Operating lease commitments disclosed applying IPSAS 13 at the end of the annual reporting period immediately preceding the date of initial application, discounted using the incremental borrowing rate at the date of initial application as described in paragraph 112(a); and
 - (ii) Lease liabilities recognized in the statement of financial position at the date of initial application.

117. If a lessee uses one or more of the specified practical expedients in paragraph 114, it shall disclose that fact.

Lessors

118. Except as described in paragraph 119, a lessor is not required to make any adjustments on transition for leases in which it is a lessor and shall account for those leases applying this ~~draft~~ Standard from the date of initial application.
119. An intermediate lessor shall:
- (a) Reassess subleases that were classified as operating leases applying IPSAS 13 and are ongoing at the date of initial application, to determine whether each sublease should be classified as an operating lease or a finance lease applying this ~~draft~~ Standard. The intermediate lessor shall perform this assessment at the date of initial application on the basis of the remaining contractual terms and conditions of the head lease and sublease at that date.
 - (b) For subleases that were classified as operating leases applying IPSAS 13 but finance leases applying this ~~draft~~ Standard, account for the sublease as a new finance lease entered into at the date of initial application.

Sale and Leaseback Transactions Before the Date of Initial Application

120. An entity shall not reassess sale and leaseback transactions entered into before the date of initial application to determine whether the transfer of the underlying asset satisfies the requirements in ~~draft~~ IPSAS [X] (ED 70) to be accounted for as a sale.
121. If a sale and leaseback transaction was accounted for as a sale and a finance lease applying IPSAS 13, the seller-lessee shall:
- (a) Account for the leaseback in the same way as it accounts for any other finance lease that exists at the date of initial application; and
 - (b) Continue to amortize any gain on sale over the lease term.
122. If a sale and leaseback transaction was accounted for as a sale and operating lease applying IPSAS 13, the seller-lessee shall:
- (a) Account for the leaseback in the same way as it accounts for any other operating lease that exists at the date of initial application; and
 - (b) Adjust the leaseback right-of-use asset for any deferred gains or losses that relate to off-market terms recognized in the statement of financial position immediately before the date of initial application.

Amounts Previously Recognized in Respect of Public Sector Combinations

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

COVID-19-Related Rent Concessions for Lessees

124. A lessee shall apply paragraphs ~~405~~ 48, 49, and 64 retrospectively, recognizing the cumulative effect of initially applying that amendment as an adjustment to the opening balance of accumulated surpluses/(deficits) (or other component of net assets/equity, as appropriate) at the beginning of the annual reporting period in which the lessee first applies the amendment.

125. In the reporting period in which a lessee first applies paragraph ~~405~~ 48, 49, and 64, a lessee is not required to disclose the information required by paragraph 33(f) of IPSAS 3.

~~425.~~126. Applying paragraph 2 of this Standard, a lessee shall apply the practical expedient in paragraph 48 consistently to eligible contracts with similar characteristics and in similar circumstances, irrespective of whether the contract became eligible for the practical expedient as a result of the lessee applying the COVID-19-Related Rent Concessions requirements.

Withdrawal and Replacement of IPSAS 13 (December 2006)

~~426.~~127. This ~~[draft]~~ Standard supersedes IPSAS 13 issued in 2006. IPSAS 13 remains applicable until this ~~[draft]~~ Standard is applied or becomes effective, whichever is earlier.

Application Guidance

This Appendix is an integral part of [draft] IPSAS [X]-(ED-75).

Portfolio Application

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

Combination of Contracts

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

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

Definitions (see paragraph 5)

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

- Contracts involve willing parties entering into an arrangement;
- The terms of the contract create rights and obligations for the parties to the contract, and those rights and obligations need not result in equal performance by each party; and
- The remedy for non-performance is enforceable by law.

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

AG4. Except as specified in paragraph AG8, this [draft] Standard permits a lessee to apply paragraph 7 to account for leases for which the underlying asset is of low value. A lessee shall assess the value of an underlying asset based on the value of the asset when it is new, regardless of the age of the asset being leased.

AG5. The assessment of whether an underlying asset is of low value is performed on an absolute basis. Leases of low-value assets qualify for the accounting treatment in paragraph 7 regardless of whether those leases are material to the lessee. The assessment is not affected by the size,

nature or circumstances of the lessee. Accordingly, different lessees are expected to reach the same conclusions about whether a particular underlying asset is of low value.

- AG6. An underlying asset can be of low value only if:
- (a) The lessee can benefit from use of the underlying asset on its own or together with other resources that are readily available to the lessee; and
 - (b) The underlying asset is not highly dependent on, or highly interrelated with, other assets.
- AG7. A lease of an underlying asset does not qualify as a lease of a low-value asset if the nature of the asset is such that, when new, the asset is typically not of low value. For example, leases of cars would not qualify as leases of low-value assets because a new car would typically not be of low value.
- AG8. If a lessee subleases an asset, or expects to sublease an asset, the head lease does not qualify as a lease of a low-value asset.
- AG9. Examples of low-value underlying assets can include tablet and personal computers, small items of office furniture and telephones.

Identifying a Lease (paragraphs 10–12)

- AG10. To assess whether a contract conveys the right to control the use of an identified asset (see paragraphs AG14–AG21) for a period of time, an entity shall assess whether, throughout the period of use, the customer has both of the following:
- (a) The right to obtain substantially all of the economic benefits or service potential from use of the identified asset (as described in paragraphs AG22–AG24); and
 - (b) The right to direct the use of the identified asset (as described in paragraphs AG25–AG31).
- AG11. If the customer has the right to control the use of an identified asset for only a portion of the term of the contract, the contract contains a lease for that portion of the term.
- AG12. A contract to receive goods or services may be entered into by a joint arrangement, or on behalf of a joint arrangement, as defined in IPSAS 37, *Joint Arrangements*. In this case, the joint arrangement is considered to be the customer in the contract. Accordingly, in assessing whether such a contract contains a lease, an entity shall assess whether the joint arrangement has the right to control the use of an identified asset throughout the period of use.
- AG13. An entity shall assess whether a contract contains a lease for each potential separate lease component. Refer to paragraph AG33 for guidance on separate lease components.

Identified Asset

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

Substantive Substitution Rights

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

- (a) The supplier has the practical ability to substitute alternative assets throughout the period of use (for example, the customer cannot prevent the supplier from substituting the asset and alternative assets are readily available to the supplier or could be sourced by the supplier within a reasonable period of time); and
 - (b) The supplier would benefit economically from the exercise of its right to substitute the asset (i.e. the economic benefits associated with substituting the asset are expected to exceed the costs associated with substituting the asset).
- AG16. If the supplier has a right or an obligation to substitute the asset only on or after either a particular date or the occurrence of a specified event, the supplier's substitution right is not substantive because the supplier does not have the practical ability to substitute alternative assets throughout the period of use.
- AG17. An entity's evaluation of whether a supplier's substitution right is substantive is based on facts and circumstances at inception of the contract and shall exclude consideration of future events that, at inception of the contract, are not considered likely to occur. Examples of future events that, at inception of the contract, would not be considered likely to occur and, thus, should be excluded from the evaluation include:
- (a) An agreement by a future customer to pay an above market rate for use of the asset;
 - (b) The introduction of new technology that is not substantially developed at inception of the contract;
 - (c) A substantial difference between the customer's use of the asset, or the performance of the asset, and the use or performance considered likely at inception of the contract; and
 - (d) A substantial difference between the market price of the asset during the period of use, and the market price considered likely at inception of the contract.
- AG18. If the asset is located at the customer's premises or elsewhere, the costs associated with substitution are generally higher than when located at the supplier's premises and, therefore, are more likely to exceed the benefits associated with substituting the asset.
- AG19. The supplier's right or obligation to substitute the asset for repairs and maintenance, if the asset is not operating properly or if a technical upgrade becomes available does not preclude the customer from having the right to use an identified asset.
- AG20. If the customer cannot readily determine whether the supplier has a substantive substitution right, the customer shall presume that any substitution right is not substantive.

Portions of Assets

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

Right to Obtain Economic Benefits or Service Potential from Use

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

Right to Direct the Use

- AG25. A customer has the right to direct the use of an identified asset throughout the period of use only if either:
- (a) The customer has the right to direct how and for what purpose the asset is used throughout the period of use (as described in paragraphs AG26–AG31); or
 - (b) The relevant decisions about how and for what purpose the asset is used are predetermined and:
 - (i) The customer has the right to operate the asset (or to direct others to operate the asset in a manner that it determines) throughout the period of use, without the supplier having the right to change those operating instructions; or
 - (ii) The customer designed the asset (or specific aspects of the asset) in a way that predetermines how and for what purpose the asset will be used throughout the period of use.

How and For What Purpose the Asset is Used

- AG26. A customer has the right to direct how and for what purpose the asset is used if, within the scope of its right of use defined in the contract, it can change how and for what purpose the asset is used throughout the period of use. In making this assessment, an entity considers the decision-making rights that are most relevant to changing how and for what purpose the asset is used throughout the period of use. Decision-making rights are relevant when they affect the economic benefits or service potential to be derived from use. The decision-making rights that are most relevant are likely to be different for different contracts, depending on the nature of the asset and the terms and conditions of the contract.
- AG27. Examples of decision-making rights that, depending on the circumstances, grant the right to change how and for what purpose the asset is used, within the defined scope of the customer's right of use, include:
- (a) Rights to change the type of output that is produced by the asset (for example, to decide whether to use a shipping container to transport goods or for storage, or to decide upon the mix of products sold from a tourism outlet);
 - (b) Rights to change when the output is produced (for example, to decide when an item of machinery or a power plant will be used);
 - (c) Rights to change where the output is produced (for example, to decide upon the destination of a truck or a ship, or to decide where an item of equipment is used); and
 - (d) Rights to change whether the output is produced, and the quantity of that output (for example, to decide whether to produce energy from a power plant and how much energy to produce from that power plant).
- AG28. Examples of decision-making rights that do not grant the right to change how and for what purpose the asset is used include rights that are limited to operating or maintaining the asset. Such rights can be held by the customer or the supplier. Although rights such as those to operate or maintain an asset are often essential to the efficient use of an asset, they are not rights to direct how and for what purpose the asset is used and are often dependent on the decisions about how and for what purpose the asset is used. However, rights to operate an asset may grant the customer the right to direct the use of the asset if the relevant decisions about how and for what purpose the asset is used are predetermined (see paragraph AG25(b)(i)).

Decisions Determined During and Before the Period of Use

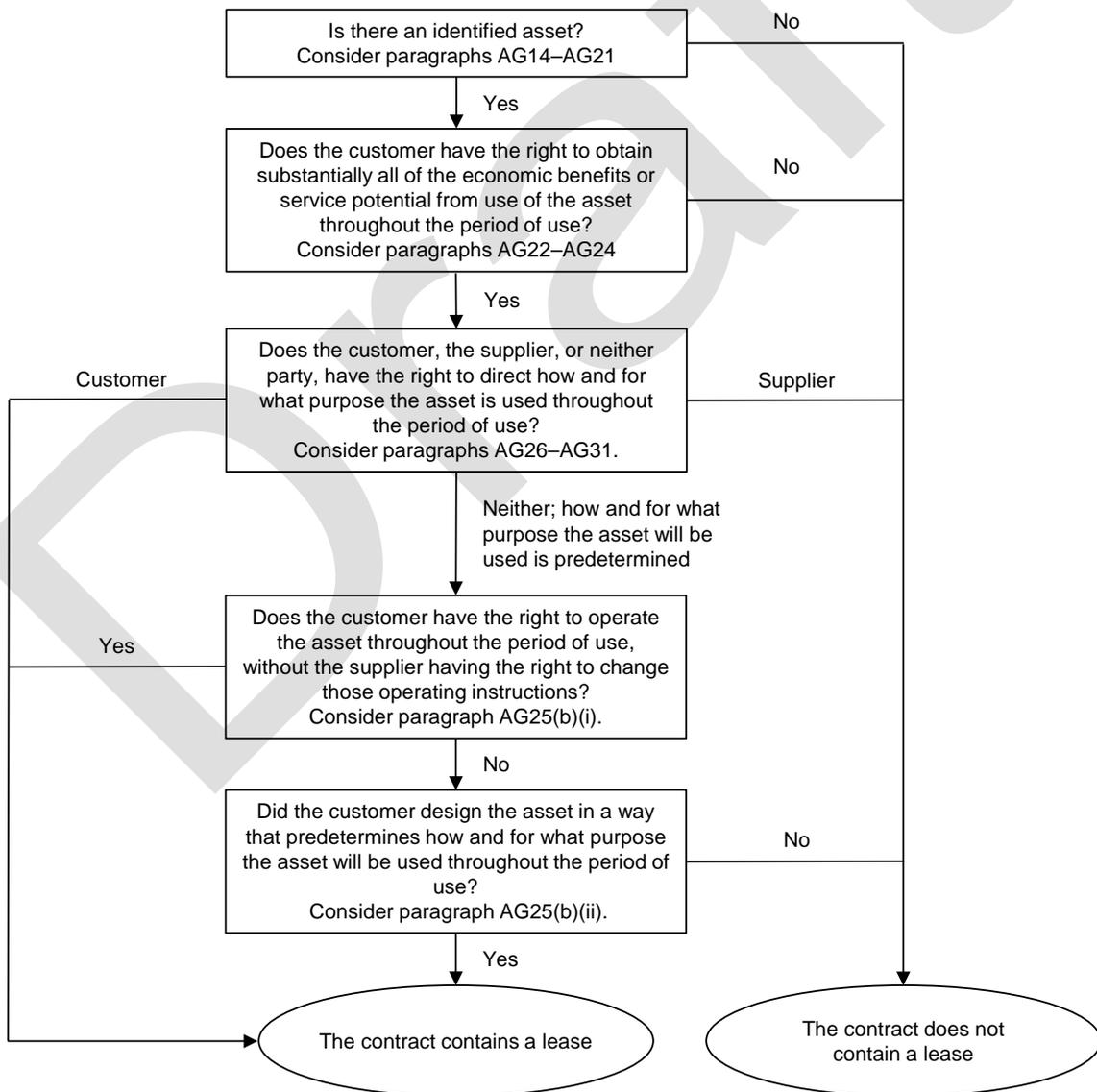
- AG29. The relevant decisions about how and for what purpose the asset is used can be predetermined in a number of ways. For example, the relevant decisions can be predetermined by the design of the asset or by contractual restrictions on the use of the asset.
- AG30. In assessing whether a customer has the right to direct the use of an asset, an entity shall consider only rights to make decisions about the use of the asset during the period of use, unless the customer designed the asset (or specific aspects of the asset) as described in paragraph AG25(b)(ii). Consequently, unless the conditions in paragraph AG25(b)(ii) exist, an entity shall not consider decisions that are predetermined before the period of use. For example, if a customer is able only to specify the output of an asset before the period of use, the customer does not have the right to direct the use of that asset. The ability to specify the output in a contract before the

period of use, without any other decision-making rights relating to the use of the asset, gives a customer the same rights as any customer that purchases goods or services.

Protective Rights

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

AG32. The following flowchart may assist entities in making the assessment of whether a contract is, or contains, a lease.



Separating Components of a Contract (paragraphs 13–18)

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

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

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

Lease Term (paragraphs 19–22)

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

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

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

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

- (a) Contractual terms and conditions for the optional periods compared with market rates, such as:
 - (i) The amount of payments for the lease in any optional period;
 - (ii) The amount of any variable payments for the lease or other contingent payments, such as payments resulting from termination penalties and residual value guarantees; and

- (iii) The terms and conditions of any options that are exercisable after initial optional periods (for example, a purchase option that is exercisable at the end of an extension period at a rate that is currently below market rates).
 - (b) Significant leasehold improvements undertaken (or expected to be undertaken) over the term of the contract that are expected to have significant economic benefit for the lessee when the option to extend or terminate the lease, or to purchase the underlying asset, becomes exercisable;
 - (c) Costs relating to the termination of the lease, such as negotiation costs, relocation costs, costs of identifying another underlying asset suitable for the lessee's needs, costs of integrating a new asset into the lessee's operations, or termination penalties and similar costs, including costs associated with returning the underlying asset in a contractually specified condition or to a contractually specified location;
 - (d) The importance of that underlying asset to the lessee's operations, considering, for example, whether the underlying asset is a specialized asset, the location of the underlying asset and the availability of suitable alternatives; and
 - (e) Conditionality associated with exercising the option (i.e. when the option can be exercised only if one or more conditions are met), and the likelihood that those conditions will exist.
- AG39. An option to extend or terminate a lease may be combined with one or more other contractual features (for example, a residual value guarantee) such that the lessee guarantees the lessor a minimum or fixed cash return that is substantially the same regardless of whether the option is exercised. In such cases, and notwithstanding the guidance on in-substance fixed payments in paragraph AG43, an entity shall assume that the lessee is reasonably certain to exercise the option to extend the lease, or not to exercise the option to terminate the lease.
- AG40. The shorter the non-cancellable period of a lease, the more likely a lessee is to exercise an option to extend the lease or not to exercise an option to terminate the lease. This is because the costs associated with obtaining a replacement asset are likely to be proportionately higher the shorter the non-cancellable period.
- AG41. A lessee's past practice regarding the period over which it has typically used particular types of assets (whether leased or owned), and its economic reasons for doing so, may provide information that is helpful in assessing whether the lessee is reasonably certain to exercise, or not to exercise, an option. For example, if a lessee has typically used particular types of assets for a particular period of time or if the lessee has a practice of frequently exercising options on leases of particular types of underlying assets, the lessee shall consider the economic reasons for that past practice in assessing whether it is reasonably certain to exercise an option on leases of those assets.
- AG42. Paragraph 21 specifies that, after the commencement date, a lessee reassesses the lease term upon the occurrence of a significant event or a significant change in circumstances that is within the control of the lessee and affects whether the lessee is reasonably certain to exercise an option not previously included in its determination of the lease term, or not to exercise an option previously included in its determination of the lease term. Examples of significant events or changes in circumstances include:

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

In-Substance Fixed Lease Payments (paragraphs 28(a), 37(c) and 74(a))

AG43. Lease payments include any in-substance fixed lease payments. In-substance fixed lease payments are payments that may, in form, contain variability but that, in substance, are unavoidable. In-substance fixed lease payments exist, for example, if:

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

Lessee Involvement with the Underlying Asset before the Commencement Date

Costs of the Lessee relating to the Construction or Design of the Underlying Asset

AG44. An entity may negotiate a lease before the underlying asset is available for use by the lessee. For some leases, the underlying asset may need to be constructed or redesigned for use by the lessee. Depending on the terms and conditions of the contract, a lessee may be required to make payments relating to the construction or design of the asset.

AG45. If a lessee incurs costs relating to the construction or design of an underlying asset, the lessee shall account for those costs applying other applicable Standards, such as IPSAS 17. Costs relating to the construction or design of an underlying asset do not include payments made by the lessee for the right to use the underlying asset. Payments for the right to use an underlying asset are payments for a lease, regardless of the timing of those payments.

Legal Title to the Underlying Asset

AG46. A lessee may obtain legal title to an underlying asset before that legal title is transferred to the lessor and the asset is leased to the lessee. Obtaining legal title does not in itself determine how to account for the transaction.

AG47. If the lessee controls (or obtains control of) the underlying asset before that asset is transferred to the lessor, the transaction is a sale and leaseback transaction that is accounted for applying paragraphs 97–102.

AG48. However, if the lessee does not obtain control of the underlying asset before the asset is transferred to the lessor, the transaction is not a sale and leaseback transaction. For example, this may be the case if a producer, a lessor and a lessee negotiate a transaction for the purchase of an asset from the producer by the lessor, which is in turn leased to the lessee. The lessee may obtain legal title to the underlying asset before legal title transfers to the lessor. In this case, if the lessee obtains legal title to the underlying asset but does not obtain control of the asset before it is transferred to the lessor, the transaction is not accounted for as a sale and leaseback transaction, but as a lease.

Lessee Disclosures (paragraph 62)

AG49. In determining whether additional information about leasing activities is necessary to meet the disclosure objective in paragraph 54, a lessee shall consider:

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

- AG50. Additional information relating to variable lease payments that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 could include information that helps users of financial statements to assess, for example:
- (a) The lessee's reasons for using variable lease payments and the prevalence of those payments;
 - (b) The relative magnitude of variable lease payments to fixed payments;
 - (c) Key variables upon which variable lease payments depend and how payments are expected to vary in response to changes in those key variables; and
 - (d) Other operational and financial effects of variable lease payments.
- AG51. Additional information relating to extension options or termination options that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 could include information that helps users of financial statements to assess, for example:
- (a) The lessee's reasons for using extension options or termination options and the prevalence of those options;
 - (b) The relative magnitude of optional lease payments to lease payments;
 - (c) The prevalence of the exercise of options that were not included in the measurement of lease liabilities; and
 - (d) Other operational and financial effects of those options.
- AG52. Additional information relating to residual value guarantees that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 could include information that helps users of financial statements to assess, for example:
- (a) The lessee's reasons for providing residual value guarantees and the prevalence of those guarantees;
 - (b) The magnitude of a lessee's exposure to residual value risk;
 - (c) The nature of underlying assets for which those guarantees are provided; and
 - (d) Other operational and financial effects of those guarantees.
- AG53. Additional information relating to sale and leaseback transactions that, depending on the circumstances, may be needed to satisfy the disclosure objective in paragraph 54 could include information that helps users of financial statements to assess, for example:
- (a) The lessee's reasons for sale and leaseback transactions and the prevalence of those transactions;
 - (b) Key terms and conditions of individual sale and leaseback transactions;
 - (c) Payments not included in the measurement of lease liabilities; and
 - (d) The cash flow effect of sale and leaseback transactions in the reporting period.

Lessor Lease Classification (paragraphs 65–70)

- AG54. The classification of leases for lessors in this ~~[draft]~~ Standard is based on the extent to which the lease transfers the risks and rewards incidental to ownership of an underlying asset. Risks include the possibilities of losses from idle capacity or technological obsolescence and of variations in return because of changing economic conditions. Rewards may be represented by the expectation of service potential or profitable operation over the underlying asset's economic life and of gain from appreciation in value or realization of a residual value.
- AG55. A lease contract may include terms and conditions to adjust the lease payments for particular changes that occur between the inception date and the commencement date (such as a change in the lessor's cost of the underlying asset or a change in the lessor's cost of financing the lease). In that case, for the purposes of classifying the lease, the effect of any such changes shall be deemed to have taken place at the inception date.
- AG56. When a lease includes both land and buildings elements, a lessor shall assess the classification of each element as a finance lease or an operating lease separately applying paragraphs 66–70 and AG54–AG55. In determining whether the land element is an operating lease or a finance lease, an important consideration is that land normally has an indefinite economic life.
- AG57. Whenever necessary in order to classify and account for a lease of land and buildings, a lessor shall allocate lease payments (including any lump-sum upfront payments) between the land and the buildings elements in proportion to the relative fair values of the leasehold interests in the land element and buildings element of the lease at the inception date. If the lease payments cannot be allocated reliably³ between these two elements, the entire lease is classified as a finance lease, unless it is clear that both elements are operating leases, in which case the entire lease is classified as an operating lease.
- AG58. For a lease of land and buildings in which the amount for the land element is immaterial to the lease, a lessor may treat the land and buildings as a single unit for the purpose of lease classification and classify it as a finance lease or an operating lease applying paragraphs 66–70 and AG54–AG55. In such a case, a lessor shall regard the economic life of the buildings as the economic life of the entire underlying asset.

Sublease Classification

- AG59. In classifying a sublease, an intermediate lessor shall classify the sublease as a finance lease or an operating lease as follows:
- (a) If the head lease is a short-term lease that the entity, as a lessee, has accounted for applying paragraph 6, the sublease shall be classified as an operating lease.
 - (b) Otherwise, the sublease shall be classified by reference to the right-of-use asset arising from the head lease, rather than by reference to the underlying asset (for example, the item of property, plant or equipment that is the subject of the lease).

³ Information that is reliable is free from material error and bias, and can be depended on by users to faithfully represent that which it purports to represent or could reasonably be expected to represent. Paragraph BC16 of IPSAS 1 discusses the transitional approach to the explanation of reliability.

Amendments to Other IPSAS

Amendments to IPSAS 2, *Cash Flow Statements*

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

Presentation of a Cash Flow Statement

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Financing Activities

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

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

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Noncash Transactions

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

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

...

Effective Date

63J. Paragraphs 26 and 55 were amended by ~~[draft]~~ IPSAS [X] ~~(ED-75)~~, *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY, it shall disclose that fact and apply ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ at the same time.

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

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

Definitions

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Monetary Items

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

...

Effective Date

...

- 71F. Paragraph 17 was amended by ~~[draft] IPSAS [X] (ED 75)~~, *Leases* issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft] IPSAS [X] (ED 75)~~ at the same time.

Amendments to IPSAS 5, *Borrowing Costs*

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

Definitions

Borrowing Costs

...

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

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

...

Effective Date

...

- 42F. Paragraph 6 was amended by ~~[draft] IPSAS [X] (ED 75)~~, Leases issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft] IPSAS [X] (ED 75)~~ at the same time.

Amendments to IPSAS 12, *Inventories*

Paragraph 20 is amended. Paragraph 511 is added. New text is underlined and deleted text is struck through.

Measurement of Inventories

...

Cost of Inventories

...

Costs of Conversion

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

Effective date

511. Paragraph 20 was amended by ~~[draft] IPSAS [X] (ED 75)~~, Leases issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft] IPSAS [X] (ED 75)~~ at the same time.

Amendments to IPSAS 16, *Investment Property*

Paragraphs 7, 10, 12, 13, 14, 20, 26, 27, 39, 49, 50, 59, 62, 62A, 63, 65, 71, 72, 73, 78, 80, 85, 86, 88, and 89 were amended. Paragraphs 25A, 38A, 41A, 41B, 41C, 49A, 100A and its related heading and paragraph 101K were added. Paragraphs 5, 8, 34, 35 and 43 were deleted.

Scope

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5. ~~[Deleted] This Standard applies to accounting for investment property, including (a) the measurement in a lessee's financial statements of investment property interests held under a lease accounted for as a finance lease, and to (b) the measurement in a lessor's financial statements of investment property provided to a lessee under an operating lease. This Standard does not deal with matters covered in IPSAS 13, *Leases*, including:~~
- ~~(a) Classification of leases as finance leases or operating leases;~~
 - ~~(b) Recognition of lease revenue from investment property (see also IPSAS 9, *Revenue from Exchange Transactions*);~~
 - ~~(c) Measurement in a lessee's financial statements of property interests held under a lease accounted for as an operating lease;~~
 - ~~(d) Measurement in a lessor's financial statements of its net investment in a finance lease;~~
 - ~~(e) Accounting for sale and leaseback transactions; and~~
 - ~~(f) Disclosure about finance leases and operating leases.~~

...

Definitions

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

...

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

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

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

...

Property Interest Held by a Lessee under an Operating Lease

8. ~~[Deleted] A property interest that is held by a lessee under an operating lease may be classified and accounted for as investment property if, and only if, (a) the property would otherwise meet the definition of an investment property, and (b) the lessee uses the fair~~

~~value model set out in paragraphs 42–64 for the asset recognized. This classification alternative is available on a property-by-property basis. However, once this classification alternative is selected for one such property interest held under an operating lease, all property classified as investment property shall be accounted for using the fair value model. When this classification alternative is selected, any interest so classified is included in the disclosures required by paragraphs 85–89.~~

Investment Property

...

10. Investment property is held to earn rentals or for capital appreciation, or both. Therefore, investment property generates cash flows largely independently of the other assets held by an entity. This distinguishes investment property from other land or buildings controlled by public sector entities, including owner-occupied property. The production or supply of goods or services (or the use of property for administrative purposes) can also generate cash flows. For example, public sector entities may use a building to provide goods and services to recipients in return for full or partial cost recovery. However, the building is held to facilitate the production of goods and services, and the cash flows are attributable not only to the building, but also to other assets used in the production or supply process. IPSAS 17, *Property, Plant, and Equipment*, applies to owned owner-occupied property and ~~draft~~ IPSAS [X] (ED-75), Leases applies to owner-occupied property held by a lessee as a right-of-use asset.

...

12. The following are examples of investment property:
 - (a) Land held for long-term capital appreciation rather than for short-term sale in the ordinary course of operations. For example, land held by a hospital for capital appreciation that may be sold at a beneficial time in the future.
 - (b) Land held for a currently undetermined future use. (If an entity has not determined that it will use the land as owner-occupied property, including occupation to provide services such as those provided by national parks to current and future generations, or for short-term sale in the ordinary course of operations, the land is regarded as held for capital appreciation).
 - (c) A building owned by the entity (or a right-of-use asset relating to a building held by the entity under a finance lease) and leased out under one or more operating leases on a commercial basis. For example, a university may own a building that it leases on a commercial basis to external parties.
 - (d) A building that is vacant but is held to be leased out under one or more operating leases on a commercial basis to external parties.
 - (e) Property that is being constructed or developed for future use as investment property.
13. The following are examples of items that are not investment property and are therefore outside the scope of this Standard:
 - (a) Property held for sale in the ordinary course of operations or in the process of construction or development for such sale (see IPSAS 12, *Inventories*). For example, a municipal government may routinely supplement rate income by buying and selling property, in which case property held exclusively with a view to subsequent disposal in the near future or for

development for resale is classified as inventory. A housing department may routinely sell part of its housing stock in the ordinary course of its operations as a result of changing demographics, in which case any housing stock held for sale is classified as inventory.

- (b) Property being constructed or developed on behalf of third parties. For example, a property and service department may enter into construction contracts with entities external to its government (see IPSAS 11, *Construction Contracts*).
 - (c) Owner-occupied property (see IPSAS 17 and ~~draft~~ IPSAS [X] ~~(ED-75)~~), including (among other things) property held for future use as owner-occupied property, property held for future development and subsequent use as owner-occupied property, property occupied by employees such as housing for military personnel (whether or not the employees pay rent at market rates) and owner-occupied property awaiting disposal.
 - (d) [Deleted]
 - (e) Property that is leased to another entity under a finance lease.
 - (f) Property held to provide a social service and which also generates cash inflows. For example, a housing department may hold a large housing stock used to provide housing to low income families at below market rental. In this situation, the property is held to provide housing services rather than for rentals or capital appreciation and rental revenue generated is incidental to the purposes for which the property is held. Such property is not considered an “investment property” and would be accounted for in accordance with IPSAS 17.
 - (g) Property held for strategic purposes which would be accounted for in accordance with IPSAS 17.
14. In many jurisdictions, public sector entities will hold property to meet service delivery objectives rather than to earn rental or for capital appreciation. In such situations, the property will not meet the definition of investment property. However, where a public sector entity does hold property to earn rental or for capital appreciation, this Standard is applicable. In some cases, public sector entities hold some property that comprises (a) a portion that is held to earn rentals or for capital appreciation rather than to provide services, and (b) another portion that is held for use in the production or supply of goods or services or for administrative purposes. For example, a hospital or a university may own a building, part of which is used for administrative purposes, and part of which is leased out as apartments on a commercial basis. If these portions could be sold separately (or leased out separately under a finance lease), an entity accounts for the portions separately. If the portions could not be sold separately, the property is investment property only if an insignificant portion is held for use in the production or supply of goods or services or for administrative purposes.

...

Recognition

20. An owned investment property shall be recognized as an asset when, and only when:

- (a) **It is probable that the future economic benefits or service potential that are associated with the investment property will flow to the entity; and**
- (b) **The cost or fair value of the investment property can be measured reliably.**

...

25A. An investment property held by a lessee as a right-of-use asset shall be recognized in accordance with ~~[draft] IPSAS [X] (ED 75).~~

Measurement at Recognition

26. An owned investment property shall be measured initially at its cost (transaction costs shall be included in this initial measurement).

27. Where an owned investment property is acquired through a non-exchange transaction, its cost shall be measured at its fair value as at the date of acquisition.

...

34. ~~[Deleted] The initial cost of a property interest held under a lease and classified as an investment property shall be as prescribed for a finance lease by paragraph 28 of IPSAS 13, i.e., the asset shall be recognized at the lower of the fair value of the property and the present value of the minimum lease payments. An equivalent amount shall be recognized as a liability in accordance with that same paragraph.~~

35. ~~[Deleted] Any premium paid for a lease is treated as part of the minimum lease payments for this purpose, and is therefore included in the cost of the asset, but is excluded from the liability. If a property interest held under a lease is classified as investment property, the item accounted for at fair value is that interest and not the underlying property. Guidance on determining the fair value of a property interest is set out for the fair value model in paragraphs 42–61. That guidance is also relevant to the determination of fair value when that value is used as cost for initial recognition purposes.~~

...

38A. An investment property held by a lessee as a right-of-use asset shall be measured initially in accordance with ~~[draft] IPSAS [X] (ED 75).~~

Measurement after Recognition

Accounting Policy

39. With the exception noted in paragraph 43 41A, an entity shall choose as its accounting policy either the fair value model in paragraphs 42–64 or the cost model in paragraph 65, and shall apply that policy to all of its investment property.

...

41A. An entity may:

(a) Choose either the fair value model or the cost model for all investment property backing liabilities that pay a return linked directly to the fair value of, or returns from, specified assets including that investment property; and

(b) Choose either the fair value model or the cost model for all other investment property, regardless of the choice made in (a).

41B. Some insurers and other entities operate an internal property fund that issues notional units, with some units held by investors in linked contracts and others held by the entity. Paragraph 41A does not permit an entity to measure the property held by the fund partly at cost and partly at fair value.

41C. If an entity chooses different models for the two categories described in paragraph 41A, sales of investment property between pools of assets measured using different models shall be recognized at fair value and the cumulative change in fair value shall be recognized in surplus or deficit. Accordingly, if an investment property is sold from a pool in which the fair value model is used into a pool in which the cost model is used, the property's fair value at the date of the sale becomes its deemed cost.

Fair Value Model

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43. ~~[Deleted] **When a property interest held by a lessee under an operating lease is classified as an investment property under paragraph 8, paragraph 39 is not elective; the fair value model shall be applied.**~~

...

49. The fair value of investment property reflects, among other things, rental revenue from current leases and reasonable and supportable assumptions that represent what knowledgeable, willing parties would assume about rental revenue from future leases in the light of current conditions. It also reflects, on a similar basis, any cash outflows (including rental payments and other outflows) that could be expected in respect of the property. ~~Some of these outflows are reflected in the liability whereas others relate to outflows that are not recognized in the financial statements until a later date (e.g. periodic payments such as contingent rents).~~

49A. When a lessee uses the fair value model to measure an investment property that is held as a right-of-use asset, it shall measure the right-of-use asset, and not the underlying asset, at fair value.

50. Paragraph 34 ~~[Draft] IPSAS [X] (ED 75)~~ specifies the basis for initial recognition of the cost of an interest in a leased property an investment property held by a lessee as a right-of-use asset. Paragraph 42 requires the interest in the leased property investment property held by a lessee as a right-of-use asset to be remeasured, if necessary, to fair value if the entity chooses the fair value model. ~~In a lease negotiated~~ When lease payments are at market rates, the fair value of an interest in a leased property an investment property held by a lessee as a right-of-use asset at acquisition, net of all expected lease payments (including those relating to recognized lease liabilities), should be zero. This fair value does not change regardless of whether, for accounting purposes, a leased asset and liability are recognized at fair value or at the present value of minimum lease payments, in accordance with paragraph 28 of IPSAS 13. Thus, remeasuring a leased right-of-use asset from cost in accordance with paragraph 34 [draft] IPSAS [X] (ED 75) to fair value in accordance with paragraph 42 (taking into account the requirements in paragraph 59) should not give rise to any initial gain or loss, unless fair value is measured at different times. This could occur when an election to apply the fair value model is made after initial recognition.

...

59. In determining the carrying amount of investment property under the fair value model, an entity does not double-count assets or liabilities that are recognized as separate assets or liabilities. For example:

- (a) Equipment such as elevators or air-conditioning is often an integral part of a building and is generally included in the fair value of the investment property, rather than recognized separately as property, plant, and equipment.
- (b) If an office is leased on a furnished basis, the fair value of the office generally includes the fair value of the furniture, because the rental revenue relates to the furnished office. When furniture is included in the fair value of investment property, an entity does not recognize that furniture as a separate asset.
- (c) The fair value of investment property excludes prepaid or accrued ~~operating~~ lease revenue, because the entity recognizes it as a separate liability or asset.
- (d) The fair value of investment property held by a lessee as a right-of-use asset under a lease reflects expected cash flows (including ~~contingent rent that is~~ variable lease payments that are expected to become payable). Accordingly, if a valuation obtained for a property is net of all payments expected to be made, it will be necessary to add back any recognized lease liability, to arrive at the carrying amount of the investment property using the fair value model.

...

Inability to Determine Fair Value Reliably

62. **There is a rebuttable presumption that an entity can reliably determine the fair value of an investment property on a continuing basis. However, in exceptional cases, there is clear evidence when an entity first acquires an investment property (or when an existing property first becomes investment property after a change in use) that the fair value of the investment property is not reliably determinable on a continuing basis. This arises when, and only when, comparable market transactions are infrequent and alternative reliable estimates of fair value (for example, based on discounted cash flow projections) are not available. If an entity determines that the fair value of an investment property under construction is not reliably determinable but expects the fair value of the property to be reliably determinable when construction is complete, it shall measure that investment property under construction at cost until either its fair value becomes reliably determinable or construction is completed (whichever is earlier). If an entity determines that the fair value of an investment property (other than an investment property under construction) is not reliably determinable on a continuing basis, the entity shall measure that investment property using the cost model in IPSAS 17 for owned investment property or in accordance with ~~[draft] IPSAS [X] (ED-75)~~ for investment property held by a lessee as a right-of-use asset. The residual value of the investment property shall be assumed to be zero. The entity shall continue to apply IPSAS 17 or ~~[draft] IPSAS [X] (ED-75)~~ until disposal of the investment property.**

62A. Once an entity becomes able to measure reliably the fair value of an investment property under construction that has previously been measured at cost, it shall measure that property at its fair value. Once construction of that property is complete, it is presumed that fair value can be measured reliably. If this is not the case, in accordance with paragraph 62, the property shall be

accounted for using the cost model in accordance with IPSAS 17 for owned assets or [draft] IPSAS [X] (ED-75) for investment property held by a lessee as a right-of-use asset.

...

63. In the exceptional cases when an entity is compelled, for the reason given in paragraph 62, to measure an investment property using the cost model in accordance with IPSAS 17 or [draft] IPSAS [X] (ED-75), it measures at fair value all its other investment property, including investment property under construction. In these cases, although an entity may use the cost model for one investment property, the entity shall continue to account for each of the remaining properties using the fair value model.

Cost Model

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

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

- (a) In accordance with [draft] IPSAS [X] (ED-75) if it is held by a lessee as a right-of-use asset; and
- (b) In accordance with the requirements in IPSAS 17 for the cost model if it is held by an owner as an owned investment property.

Transfers

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71. For a transfer from investment property carried at fair value to owner-occupied property or inventories, the property's cost for subsequent accounting in accordance with IPSAS 17, [draft] IPSAS [X] (ED-75) or IPSAS 12, shall be its fair value at the date of change in use.
72. If an owner-occupied property becomes an investment property that will be carried at fair value, an entity shall apply IPSAS 17 for owned property and [draft] IPSAS [X] (ED-75) for property held by a lessee as a right-of-use asset up to the date of change in use. The entity shall treat any difference at that date between the carrying amount of the property in accordance with IPSAS 17 or [draft] IPSAS [X] (ED-75), and its fair value in the same way as a revaluation in accordance with IPSAS 17.
73. Up to the date when an owner-occupied property becomes an investment property carried at fair value, an entity depreciates the property (or right-of-use asset) and recognizes any impairment losses that have occurred. The entity treats any difference at that date between the carrying amount of the property in accordance with IPSAS 17 or [draft] IPSAS [X] (ED-75), and its fair value in the same way as a revaluation in accordance with IPSAS 17. In other words:
- (a) Any resulting decrease in the carrying amount of the property is recognized in surplus or deficit. However, to the extent that an amount is included in revaluation surplus for that property, the decrease is charged against that revaluation surplus.

- (b) Any resulting increase in the carrying amount is treated as follows:
- (i) To the extent that the increase reverses a previous impairment loss for that property, the increase is recognized in surplus or deficit. The amount recognized in surplus or deficit does not exceed the amount needed to restore the carrying amount to the carrying amount that would have been determined (net of depreciation) if no impairment loss had been recognized.
 - (ii) Any remaining part of the increase is credited directly to net assets/equity in revaluation surplus. On subsequent disposal of the investment property, the revaluation surplus included in net assets/equity may be transferred to accumulated surpluses or deficits. The transfer from revaluation surplus to accumulated surpluses or deficits is not made through surplus or deficit.

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Disposals

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78. The disposal of an investment property may be achieved by sale or by entering into a finance lease. In determining the date of disposal for investment property that is sold, an entity applies the criteria in IPSAS 9 for recognizing revenue from the sale of goods and considers the related guidance in the Implementation Guidance to IPSAS 9. ~~IPSAS 13 [draft] IPSAS [X] (ED-75)~~ applies to a disposal effected by entering into a finance lease and to a sale and leaseback.

...

80. **Gains or losses arising from the retirement or disposal of investment property shall be determined as the difference between the net disposal proceeds and the carrying amount of the asset, and shall be recognized in surplus or deficit (unless ~~IPSAS 13 [draft] IPSAS [X] (ED-75)~~ requires otherwise on a sale and leaseback) in the period of the retirement or disposal.**

...

Disclosure

Fair Value Model and Cost Model

85. The disclosures below apply in addition to those in ~~IPSAS 13 [draft] IPSAS [X] (ED-75)~~. In accordance with ~~IPSAS 13 [draft] IPSAS [X] (ED-75)~~, the owner of an investment property provides lessors' disclosures about leases into which it has entered. ~~An entity~~ A lessee that holds an investment property ~~under a finance lease or operating lease~~ as a right-of-use asset provides lessees' disclosures ~~for finance leases~~ as required by [draft] IPSAS [X] (ED-75) and lessors' disclosures ~~as required by [draft] IPSAS [X] (ED-75)~~ for any operating leases into which it has entered.

86. An entity shall disclose:

- (a) Whether it applies the fair value or the cost model;
- (b) ~~[Deleted] If it applies the fair value model, whether, and in what circumstances, property interests held under operating leases are classified and accounted for as investment property;~~
- (c) When classification is difficult (see paragraph 18), the criteria it uses to distinguish investment property from owner-occupied property and from property held for sale in the ordinary course of operations;
- (d) The methods and significant assumptions applied in determining the fair value of investment property, including a statement whether the determination of fair value was supported by market evidence, or was more heavily based on other factors (which the entity shall disclose) because of the nature of the property and lack of comparable market data;
- (e) The extent to which the fair value of investment property (as measured or disclosed in the financial statements) is based on a valuation by an independent valuer who holds a recognized and relevant professional qualification and has recent experience in the location and category of the investment property being valued. If there has been no such valuation, that fact shall be disclosed;
- (f) The amounts recognized in surplus or deficit for:
 - (i) Rental revenue from investment property;
 - (ii) Direct operating expenses (including repairs and maintenance) arising from investment property that generated rental revenue during the period; and
 - (iii) Direct operating expenses (including repairs and maintenance) arising from investment property that did not generate rental revenue during the period.
- (g) The existence and amounts of restrictions on the realizability of investment property or the remittance of revenue and proceeds of disposal; and
- (h) Contractual obligations to purchase, construct, or develop investment property or for repairs, maintenance, or enhancements.

Fair Value Model

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88. When a valuation obtained for investment property is adjusted significantly for the purpose of the financial statements, for example to avoid double-counting of assets or liabilities that are recognized as separate assets and liabilities as described in paragraph 59, the entity shall disclose a reconciliation between the valuation obtained and the adjusted valuation included in the financial statements, showing separately the aggregate amount of any recognized lease obligations liabilities that have been added back, and any other significant adjustments.

89. In the exceptional cases referred to in paragraph 62, when an entity measures investment property using the cost model in IPSAS 17 or in accordance with ~~{draft} IPSAS [X] (ED-75)~~, the reconciliation required by paragraph 87 shall disclose amounts relating to that

investment property separately from amounts relating to other investment property. In addition, an entity shall disclose:

- (a) A description of the investment property;
- (b) An explanation of why fair value cannot be determined reliably;
- (c) If possible, the range of estimates within which fair value is highly likely to lie; and
- (d) On disposal of investment property not carried at fair value:
 - (i) The fact that the entity has disposed of investment property not carried at fair value;
 - (ii) The carrying amount of that investment property at the time of sale; and
 - (iii) The amount of gain or loss recognized.

Transitional Provisions

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Fair Value Model

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~~{draft}~~ IPSAS [X] (ED-75)

100A. An entity applying ~~{draft}~~ IPSAS [X] (ED-75), and its related amendments to this Standard, for the first time shall apply the transition requirements in ~~{draft}~~ IPSAS [X] (ED-75) to its investment property held as a right-of-use asset.

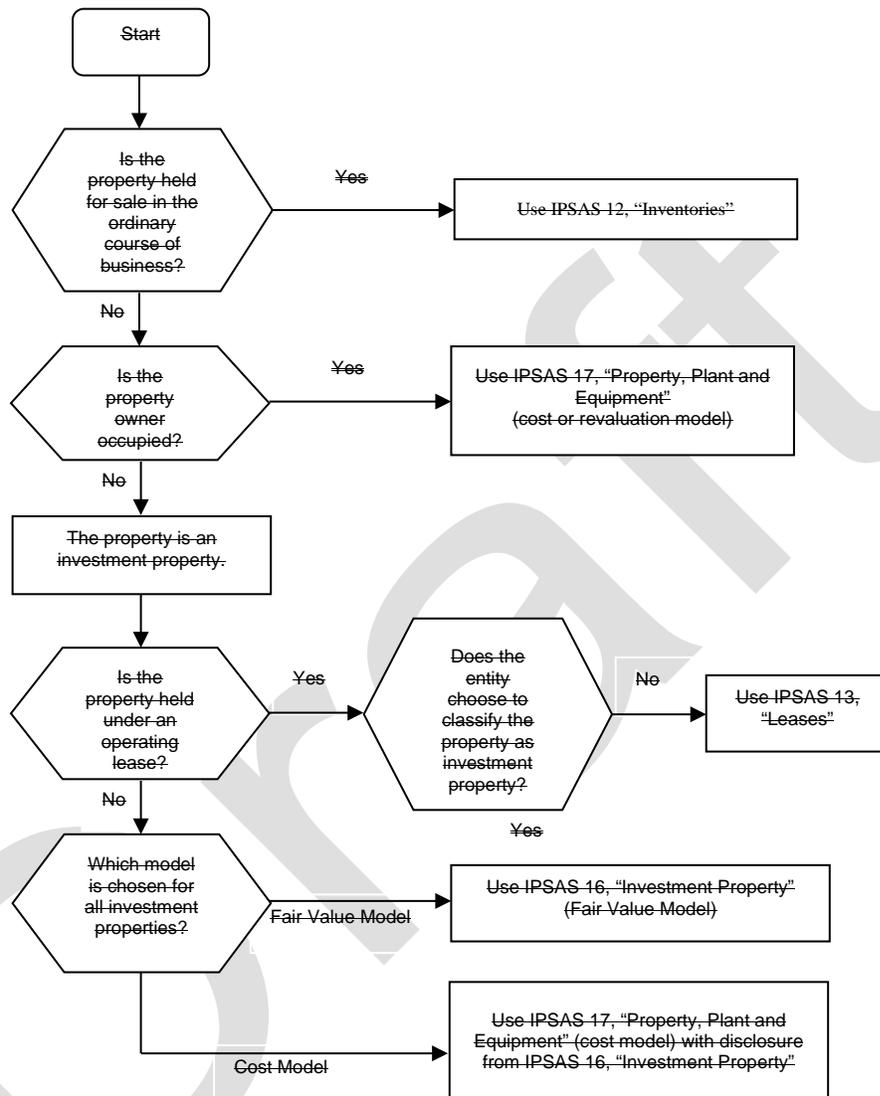
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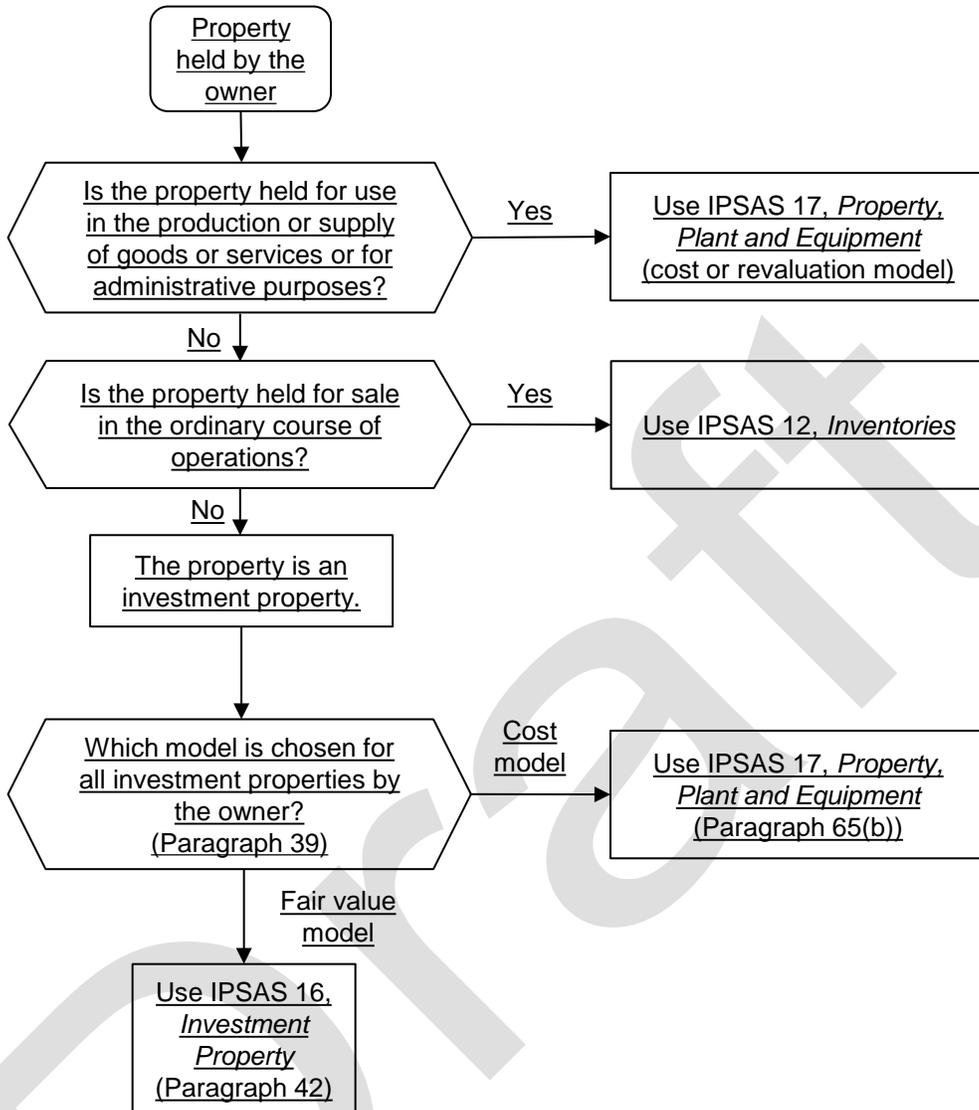
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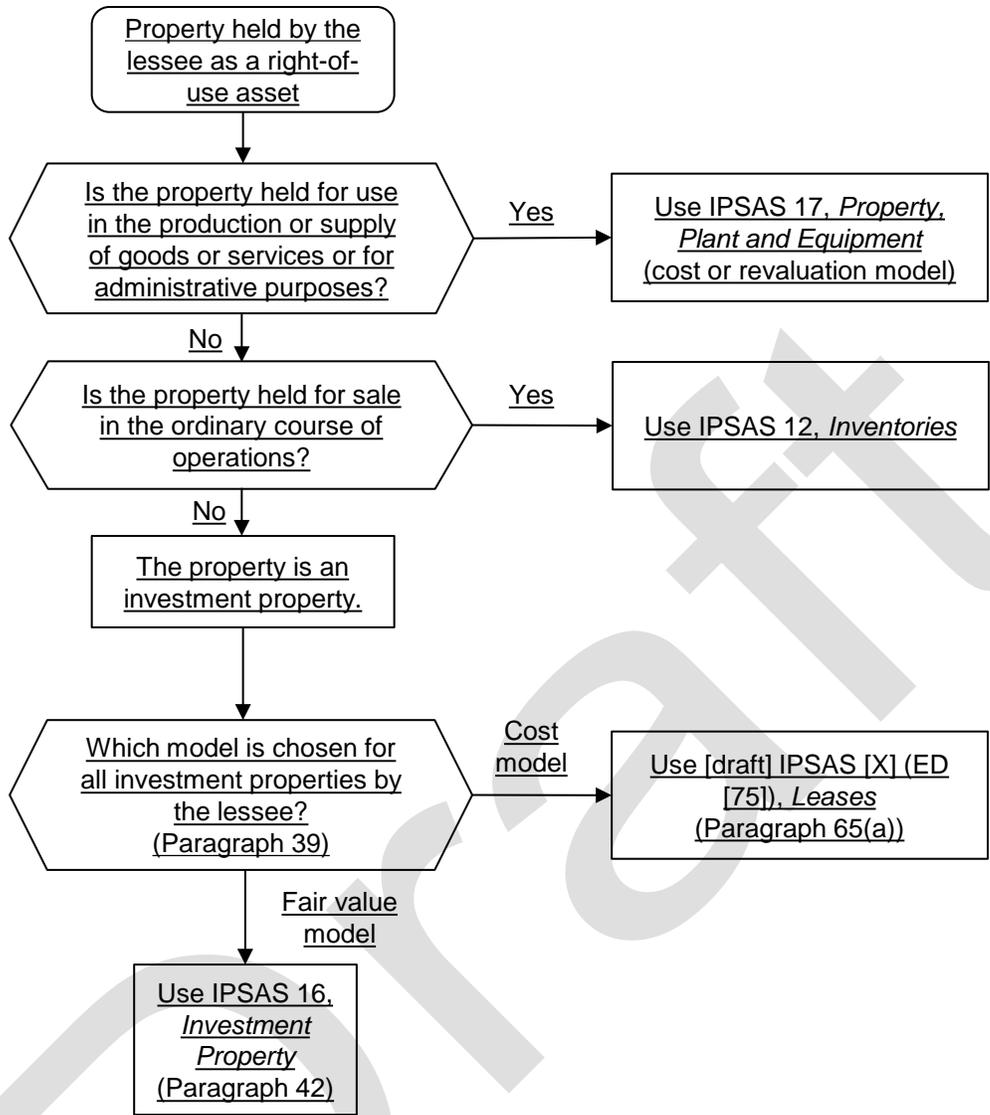
101K. ~~{draft}~~ IPSAS [X] (ED-75) issued in Month YYYY, amended the scope of IPSAS 16 by defining investment property to include both owned investment property and property held by a lessee as a right-of-use asset. Paragraphs 7, 10, 12, 13, 14, 20, 26, 27, 39, 49, 50, 59, 62, 62A, 63, 65, 71, 72, 73, 78, 80, 85, 86, 88, and 89 were amended, paragraphs 25A, 38A, 41A, 41B, 41C, 49A and 100A and its related heading were added, and paragraphs 5, 8, 34, 35 and 43 were deleted by ~~{draft}~~ IPSAS [X] (ED-75). An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~{draft}~~ IPSAS [X] (ED-75) at the same time.

Illustrative Decision Trees

This These decision trees accompanies accompany, but is are not part of, IPSAS 16.







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

Paragraphs 8, 19, 60, 83, 84 are amended. Paragraph 107T is added. Paragraphs 7 and 41 are deleted. New text is underlined and deleted text is struck through.

Scope

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

Recognition

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

Measurement at Recognition

...

Measurement of Cost

...

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

Measurement after Recognition

...

Depreciation

...

60. An entity allocates the amount initially recognized in respect of an item of property, plant, and equipment to its significant parts and depreciates separately each such part. For example, in most cases, it would be required to depreciate separately the pavements, formation, curbs and channels, footpaths, bridges, and lighting within a road system. Similarly, it may be appropriate to depreciate

separately the airframe and engines of an aircraft, ~~whether owned or subject to a finance lease~~. Similarly, if an entity acquires property, plant and equipment subject to an operating lease in which it is the lessor, it may be appropriate to depreciate separately amounts reflected in the cost of that item that are attributable to favorable or unfavorable lease terms relative to market terms.

...

Derecognition

...

83. **The gain or loss arising from the derecognition of an item of property, plant, and equipment shall be included in surplus or deficit when the item is derecognized (unless ~~IPSAS 13 [draft]~~ IPSAS [X] (ED-75), *Leases* requires otherwise on a sale and leaseback).**

...

84. The disposal of an item of property, plant and equipment may occur in a variety of ways (e.g., by sale, by entering into a finance lease or by donation). In determining the date of disposal of an item, an entity applies the criteria in IPSAS 9 for recognizing revenue from the sale of goods. ~~IPSAS 13 [draft]~~ IPSAS [X] (ED-75) applies to disposal by a sale and leaseback.

...

Effective Date

...

- 107T. **Paragraphs 8, 19, 60, 83, 84 were amended and paragraphs 7 and 41 were deleted by ~~[draft]~~ IPSAS [X] (ED-75) issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY, it shall disclose that fact and apply ~~[draft]~~ IPSAS [X] (ED-75) at the same time.**

Amendments to IPSAS 18, *Segment Reporting*

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

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

...

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

33. Examples of segment assets include current assets that are used in the operating activities of the segment: property, plant, and equipment; right-of-use assets ~~that are the subject of finance leases~~; and intangible assets. If a particular item of depreciation or amortization is included in segment expense, the related asset is also included in segment assets. Segment assets do not include assets used for general entity or head office purposes. For example:

- (a) The office of the central administration and policy development unit of a department of education is not included in segments reflecting the delivery of primary, secondary and tertiary educational services; or
- (b) The parliamentary or other general assembly building is not included in segments reflecting major functional activities such as education, health, and defense when reporting at the whole-of-government level.

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

...

- 35. Examples of segment liabilities include trade and other payables, accrued liabilities, advances from members of the community for the provision of partially subsidized goods and services in the future, product warranty provisions arising from any commercial activities of the entity, and other claims relating to the provision of goods and services. Segment liabilities do not include borrowings, liabilities related to right-of-use assets that are the subject of finance leases, and other liabilities that are incurred for financing rather than operating purposes. If interest expense is included in segment expense, the related interest-bearing liability is included in segment liabilities.

Effective Date

...

- 76G. **Paragraphs 33 and 35 were amended by ~~[draft] IPSAS [X] (ED-75)~~, *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft] IPSAS [X] (ED-75)~~ at the same time.**

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

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

Scope

- 13. Where another IPSAS deals with a specific type of provision, contingent liability, or contingent asset, an entity applies that standard instead of this Standard. For example, certain types of provisions are also addressed in Standards on:
 - (a) Construction contracts (see IPSAS 11, *Construction Contracts*); and
 - (b) Leases (see ~~IPSAS 13 ~~[draft] IPSAS [X] (ED-75)~~, *Leases*~~). However, ~~as IPSAS 13 contains no specific requirements to deal with operating leases that have become onerous, this Standard applies to such cases~~ this Standard applies to any lease that becomes onerous before the commencement date of the lease as defined in ~~[draft] IPSAS [X] (ED-75)~~. This Standard also applies to short-term leases and leases for which the underlying asset is of low value accounted for in accordance with paragraph 7 of ~~[draft] IPSAS [X] (ED-75)~~ and that have become onerous.

Effective Date

...

111N. Paragraph 13 was amended by ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ at the same time.

Implementation Guidance

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

...

An Onerous Contract

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

Analysis

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

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

Conclusion

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

Amendments to IPSAS 27, Agriculture

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

Scope

3. This Standard does not apply to:
 - (a) Land related to agricultural activity (see IPSAS 16, *Investment Property* and IPSAS 17, *Property, Plant, and Equipment*);
 - (b) Intangible assets related to agricultural activity (see IPSAS 31, *Intangible Assets*); and
 - (c) Biological assets held for the provision or supply of services.
 - (d) Right-of-use assets arising from a lease of land related to agricultural activity (see ~~[draft]~~ IPSAS [X] ~~(ED-75)~~, *Leases*).

Effective Date

...

56I. Paragraph 3 was amended by [draft] IPSAS [X] (ED-75) issued in Month YYYY. An entity shall apply this amendment for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED-75) at the same time.

Amendments to IPSAS 28, *Financial Instruments: Presentation*

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

Effective Date

...

60J. Paragraphs AG16 and AG17 were amended by [draft] IPSAS [X] (ED-75), *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED-75) at the same time.

Definitions (paragraphs 9 and 10)

Designation as at Fair Value through Surplus or Deficit

...

AG16. ~~Under IPSAS 13, *Leases*, a finance lease is regarded as primarily~~ A lease typically creates an entitlement of the lessor to receive, and an obligation of the lessee to pay, a stream of payments that are substantially the same as blended payments of principal and interest under a loan agreement. The lessor accounts for its investment in the amount receivable under the a finance lease contract rather than the leased underlying asset itself that is subject to the finance lease. Accordingly, a lessor regards a finance lease as a financial instrument. ~~Under [draft] IPSAS [X] (ED-75), *Leases* a lessor does not recognize its entitlement to receive lease payments under an operating lease. An operating lease, on the other hand, is regarded as primarily an uncompleted contract committing the lessor to provide the use of an asset in future periods in exchange for consideration similar to a fee for a service. The lessor continues to account for the leased underlying asset itself rather than any amount receivable in the future under the contract. Accordingly, a lessor finance lease is regarded as a financial instrument and does not regard an operating lease is not regarded as a financial instrument, (except as regards individual payments currently due and payable by the lessee).~~

AG17. Physical assets (such as inventories, property, plant and equipment), ~~leased right-of-use~~ assets and intangible assets (such as patents and trademarks) are not financial assets. Control of such physical assets, right-of-use assets and intangible assets creates an opportunity to generate an inflow of cash or another financial asset, but it does not give rise to a present right to receive cash or another financial asset.

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

Paragraph 125A is amended. New text is underlined and deleted text is struck through.

Effective Date

...

- 125A. Paragraph 2 was amended by IPSAS 32, *Service Concession Arrangements: Grantor* issued in October 2011. An entity shall apply that amendment for annual financial statements covering periods beginning on or after January 1, 2014. Earlier application is encouraged. If an entity applies the amendment for a period beginning before January 1, 2014, it shall disclose that fact and at the same time apply IPSAS 32, the amendments to paragraphs 6 and 42A of IPSAS 5, ~~the amendments to paragraphs 25–27 and 85B of IPSAS 13~~, the amendments to paragraphs 5, 7 and 107C of IPSAS 17 and the amendments to paragraphs 6 and 132A of IPSAS 31.

Amendments to IPSAS 30, *Financial Instruments: Disclosures*

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

Significance of Financial Instruments for Financial Position and Financial Performance

...

Other Disclosures

...

Fair Value

...

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

...

Effective Date and Transition

...

521. Paragraphs 35 and AG16 were amended by ~~[draft]~~ IPSAS [X] ~~(ED-75)~~. Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ at the same time.

Appendix A

Application Guidance

...

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

...

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

...

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

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

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

Amendments to IPSAS 31, *Intangible Assets*

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

Scope

...

6. If another IPSAS prescribes the accounting for a specific type of intangible asset, an entity applies that IPSAS instead of this Standard. For example, this Standard does not apply to:

- (a) Intangible assets held by an entity for sale in the ordinary course of operations (see IPSAS 11, *Construction Contracts*, and IPSAS 12, *Inventories*);
 - (b) ~~Leases that are within the scope of IPSAS 13 of intangible assets accounted for in accordance with [draft] IPSAS [X] (ED-75), Leases;~~
 - (c) Assets arising from employee benefits (see IPSAS 39, *Employee Benefits*);
 - (d) Financial assets as defined in IPSAS 28. The recognition and measurement of some financial assets are covered by IPSAS 34, *Separate Financial Statements*, IPSAS 35, *Consolidated Financial Statements* and IPSAS 36, *Investments in Associates and Joint Ventures*; and
 - (e) Recognition and initial measurement of service concession assets that are within the scope of IPSAS 32, *Service Concession Assets: Grantor*. However, this Standard applies to the subsequent measurement and disclosure of such assets.
9. ~~In the case of a finance lease, the underlying asset may be either tangible or intangible. After initial recognition, a lessee accounts for an intangible asset held under a finance lease in accordance with this Standard. Rights held by a lessee under licensing agreements for items such as motion picture films, video recordings, plays, manuscripts, patents, and copyrights are excluded from the scope of IPSAS 13 and are within the scope of this Standard and are excluded from the scope of [draft] IPSAS [X] (ED-75).~~

...

Retirements and Disposals

...

112. **The gain or loss arising from the derecognition of an intangible asset shall be determined as the difference between the net disposal proceeds, if any, and the carrying amount of the asset. It shall be recognized in surplus or deficit when the asset is derecognized (unless IPSAS 13 [draft] IPSAS [X] (ED-75) requires otherwise on a sale and leaseback).**
113. The disposal of an intangible asset may occur in a variety of ways (e.g., by sale, by entering into a finance lease, or through a non-exchange transaction). In determining the date of disposal of such an asset, an entity applies the criteria in IPSAS 9, *Revenue from Exchange Transactions* for recognizing revenue from the sale of goods. ~~IPSAS 13 [draft] IPSAS [X] (ED-75) applies to disposal by a sale and leaseback.~~

Effective Date

...

- 132N. **Paragraphs 6, 9, 112, 113 and AG6 were amended by [draft] IPSAS [X] (ED-75) issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED-75) at the same time.**

Appendix A

Application Guidance

Website costs

...

AG6. IPSAS 31 does not apply to intangible assets held by an entity for sale in the ordinary course of operations (see IPSAS 11 and IPSAS 12) or leases ~~that fall within the scope of IPSAS 13 of intangible assets accounted for in accordance with [draft] IPSAS [X] (ED-75).~~ Accordingly, this Application Guidance does not apply to expenditure on the development or operation of a website (or website software) for sale to another entity or that is accounted for in accordance with [draft] IPSAS [X] (ED-75). ~~When a website is leased under an operating lease, the lessor applies this Application Guidance. When a website is leased under a finance lease, the lessee applies this Application Guidance after initial recognition of the leased asset.~~

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

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

Effective Date

...

36G. Paragraphs AG13 and AG17 were amended by [draft] IPSAS [X] (ED-75), Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED-75) at the same time.

Appendix A

Application Guidance

This Appendix is an integral part of IPSAS 32

...

AG13. The operator may have a right to use the separable asset described in paragraph AG12(a), or the facilities used to provide ancillary unregulated services described in paragraph AG12(b). In either case, there may in substance be a lease from the grantor to the operator; if so, it is accounted for in accordance with ~~IPSAS 13~~ [draft] IPSAS [X] (ED-75).

...

AG17. If the asset no longer meets the conditions for recognition in paragraph 9 (or paragraph 10 for a whole-of-life asset), the grantor follows the derecognition principles in IPSAS 17 or IPSAS 31, as appropriate. For example, if the asset is transferred to the operator on a permanent basis, it is derecognized. If the asset is transferred on a temporary basis, the grantor considers the substance of this term of the service concession arrangement in determining whether the asset should be derecognized. In such cases, the grantor also considers whether the arrangement is a lease

transaction or a sale and leaseback transaction that should be accounted for in accordance with IPSAS 13 ~~(draft)~~ IPSAS [X] ~~(ED-75)~~.

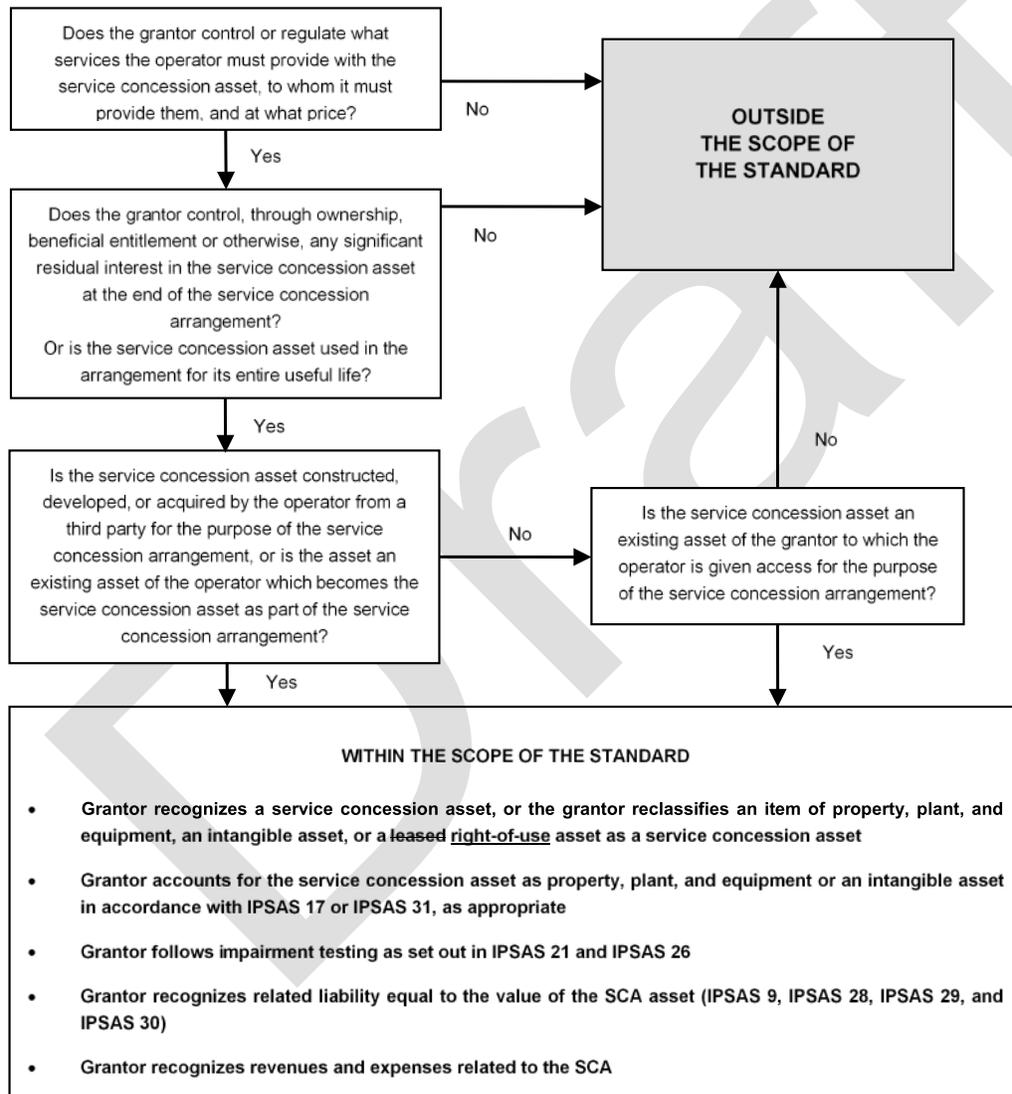
Implementation Guidance

This guidance accompanies, but is not part of, IPSAS 32.

(...)

Accounting Framework for Service Concession Arrangements

IG2. The diagram below summarizes the accounting for service concession arrangements established by IPSAS 32.



References to IPSASs that Apply to Typical Types of Arrangements Involving an Asset Combined with Provision of a Service

(...)

IG4. Shaded text shows arrangements within the scope of IPSAS 32.

Category	Lessee	Service provider			Owner	
Typical arrangement types	Lease (e.g., operator leases asset from grantor)	Service and/or maintenance contract (specific tasks e.g., debt collection, facility management)	Rehabilitate-operate-transfer	Build-operate-transfer	Build-own-operate	100% Divestment/ Privatization/ Corporation
Asset ownership	Grantor				Operator	
Capital investment	Grantor		Operator			
Demand risk	Shared	Grantor	Grantor and/or Operator		Operator	
Typical duration	8–20 years	1–5 years	25–30 years		Indefinite (or may be limited by binding arrangement or license)	
Residual interest	Grantor				Operator	
Relevant IPSASs	IPSAS 13 [draft] IPSAS [X] (ED-75)	IPSAS 1	This IPSAS/IPSAS 17/ IPSAS 31		IPSAS 17/IPSAS 31 (derecognition) IPSAS 9 (revenue recognition)	

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

Paragraphs 36, 46, 47, 64, 95, and 148 and the headings above paragraphs 46, 95, 148 are amended. Paragraphs 96A, 96B, 96C, 96D, and 154M are added. Paragraph 96 is deleted. The headings above paragraphs 46, 95, and 148 are amended. New text is underlined and deleted text is struck through.

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

...

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

Recognition and/or Measurement of Assets and/or Liabilities

36. Where a first-time adopter has not recognized assets and/or liabilities under its previous basis of accounting, it is not required to recognize and/or measure the following assets and/or liabilities for reporting periods beginning on a date within three years following the date of adoption of IPSASs:

- (a) Inventories (see IPSAS 12, *Inventories*);
- (b) Investment property (see IPSAS 16, *Investment Property*);

- (c) Property, plant and equipment (see IPSAS 17, *Property, Plant and Equipment*);
- (d) Defined benefit plans and other long-term employee benefits (see IPSAS 39, *Employee Benefits*);
- (e) Biological assets and agricultural produce (see IPSAS 27, *Agriculture*);
- (f) Intangible assets (see IPSAS 31, *Intangible Assets*);
- (ff) Right-of-use assets and the related lease liabilities (see ~~draft~~ IPSAS [X]-(ED-75), *Leases*);
- (g) Service concession assets and the related liabilities, either under the financial liability model or the grant of a right to the operator model (see IPSAS 32, *Service Concession Arrangements: Grantor*); and
- (h) Financial instruments (see IPSAS 29, *Financial Instruments; Recognition and Measurement*).

Other Exemptions

...

IPSAS 13 ~~draft~~ IPSAS [X]-(ED-75). *Leases*

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

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

...

Using Deemed Cost to Measure Assets and/or Liabilities

- 64. A first-time adopter may elect to measure the following assets and/or liabilities at their fair value when reliable cost information about the assets and liabilities is not available, and use that fair value as the deemed cost for:
 - (a) Inventory (see IPSAS 12);
 - (b) Investment property, if the first-time adopter elects to use the cost model in IPSAS 16;
 - (bb) Right-of-use assets (see ~~draft~~ IPSAS [X]-(ED-75));
 - (c) Property, plant and equipment (see IPSAS 17);

- (d) Intangible assets, other than internally generated intangible assets (see IPSAS 31) that meets:
 - (i) The recognition criteria in IPSAS 31 (excluding the reliable measurement criterion); and
 - (ii) The criteria in IPSAS 31 for revaluation (including the existence of an active market);
- (e) Financial Instruments (see IPSAS 29); or
- (f) Service concession assets (see IPSAS 32).

...

IPSAS 13 ~~[draft]~~ IPSAS [X] ~~(ED-75)~~, Leases

95. A first-time adopter that is a lessor shall on the date of adoption of IPSAS, classify all existing leases as operating or finance leases on the basis of circumstances existing at the inception of the lease, to the extent that these are known on the date of adoption of IPSASs. A first-time adopter may assess whether a contract existing at the date of adoption of IPSASs contains a lease by applying paragraphs 10–12 of ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ to those contracts on the basis of facts and circumstances existing at that date.
96. ~~[Deleted] If, however, the lessee and the lessor have agreed to change the provisions of the lease between the date of inception of the lease and the date of adoption of accrual basis IPSASs in a manner that would have resulted in a different classification of the lease identification of a lease at the date of adoption, the revised agreement contract shall be regarded as a new agreement contract. A first-time adopter shall consider the provisions of the new agreement contract at the date of adoption of accrual basis IPSASs in classifying the lease as an operating or finance lease identifying a lease.~~
- 96A. When a first-time adopter that is a lessee recognizes lease liabilities and right-of-use assets, it may apply the following approach to all of its leases (subject to the practical expedients described in paragraph 96C):
- (a) Measure a lease liability at the date of adoption of IPSASs. A lessee following this approach shall measure that lease liability at the present value of the remaining lease payments (see paragraph 96D), discounted using the lessee's incremental borrowing rate (see paragraph 96D) at the date of adoption of IPSASs.
 - (b) Measure a right-of-use asset at the date to adoption of IPSASs. The lessee shall choose, on a lease-by-lease basis, to measure that right-of-use asset at either:
 - (i) Its carrying amount as if ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ had been applied since the commencement date of the lease (see paragraph 96D), but discounted using the lessee's incremental borrowing rate at the date of adoption of IPSASs; or
 - (ii) An amount equal to the lease liability, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the statement of financial position immediately before the date of adoption of IPSASs;
 - (c) Apply IPSAS 21 or IPSAS 26 to right-of-use assets at the date of adoption of IPSASs.
- 96B. Notwithstanding the requirements in paragraph 96A, a first-time adopter that is a lessee shall measure the right-of-use asset at fair value at the date of adoption of IPSASs for leases that meet

the definition of investment property in IPSAS 16 and are measured using the fair value model in IPSAS 16 from the date of adoption of IPSASs.

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

- (a) Apply a single discount rate to a portfolio of leases with reasonably similar characteristics (for example, a similar remaining lease term for a similar class of underlying asset in a similar economic environment).
- (b) Elect not to apply the requirements in paragraph 96A to leases for which the lease term (see paragraph 96D) ends within 12 months of the date of adoption of IPSASs. Instead, the entity shall account for (including disclosure of information about) these leases as if they were short-term leases accounted for in accordance with paragraph 7 of ~~draft~~ IPSAS [X] ~~(ED-75)~~.
- (c) Elect not to apply the requirements in paragraph 96A to leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9 of ~~draft~~ IPSAS [X] ~~(ED-75)~~). Instead, the entity shall account for (including disclosure of information about) these leases in accordance with paragraph 7 of ~~draft~~ IPSAS [X] ~~(ED-75)~~.
- (d) Exclude initial direct costs (see paragraph 96D) from the measurement of the right-of-use asset at the date of adoption of IPSASs.
- (e) Use hindsight, such as in determining the lease term if the contract contains options to extend or terminate the lease.

96D. Lease payments, lessor, lessee, lessee's incremental borrowing rate, commencement date of the lease, initial direct costs and lease term are defined terms in ~~draft~~ IPSAS [X] ~~(ED-75)~~ and are used in this Standard with the same meaning.

Disclosures

...

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

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

- (a) The aggregate of those fair values or other measurement alternatives that were considered in determining deemed cost;
- (b) The aggregate adjustment to the carrying amounts recognized under the previous basis of accounting; and
- (c) Whether the deemed cost was determined on the date of adoption of IPSASs or during the period of transition.

Effective Date

...

154M. Paragraphs 36, 46, 47, 64, 95, and 148, and the headings above paragraphs 46, 95, and 148 were amended, paragraph 96 was deleted, and paragraphs 96A, 96B, 96C, and 96D were added by ~~[draft] IPSAS [X] (ED-75)~~ issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft] IPSAS [X] (ED-75)~~ at the same time.

Implementation Guidance

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

...

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

...

Accounting for Finance Leases Assets and Finance Lease Liabilities

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

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

...

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

- (a) ~~The distinction between finance leases and operating leases~~ identification of a lease (see IPSAS 13, ~~Leases~~ ~~[draft] IPSAS [X] (ED-75)~~, Leases; and
- (b) The distinction between financial liabilities and equity instruments (see IPSAS 28, *Financial Instruments: Presentation*).

IPSAS 13, ~~[draft] IPSAS [X] (ED-75)~~, Leases

IG52. In accordance with paragraph 95 of IPSAS 33 and paragraph 18 of IPSAS 13 70 of ~~draft~~ IPSAS ~~[X] (ED-75)~~, a lessee or lessor classifies leases as operating leases or finance leases on the basis of circumstances existing at the inception of the lease, on the date of adoption of accrual basis IPSASs. In some cases, the lessee and the lessor may agree to change the provisions of the lease, other than by renewing the lease, in a manner that would have resulted in a different classification for the lessor in accordance with IPSAS 13 ~~draft~~ IPSAS ~~[X] (ED-75)~~ had the changed terms been in effect at the inception of the lease. If so, the revised agreement is considered as a new agreement contract over its term from the date of adoption of accrual basis IPSASs. However, changes in estimates (for example, changes in estimates of the economic life or of the residual value of the leased property) or changes in circumstances (for example, default by the lessee) do not give rise to a new classification of a lease.

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

IG91.

IPSAS	Transitional exemption provided							
	NO	YES						
		Deemed cost	3 year transitional relief for recognition	3 year transitional relief for measurement	3 year transitional relief for recognition and/or measurement	3 year transitional relief for disclosure	Elimination of transactions, balances, revenue and expenses	Other
IPSAS 13, <i>Leases</i> draft IPSAS [X] (ED-75)			√ Leased assets and/or liabilities not recognized under previous basis of accounting	√ Leased assets and/or liabilities recognized under previous basis of accounting				

Appendix

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

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

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

Transitional exemption or provision	Transitional exemptions or provisions that have to be applied	Transitional exemptions or provisions that may be applied or elected	
	Do not affect fair presentation and compliance with accrual basis IPSAS	Do not affect fair presentation and compliance with accrual basis IPSAS	Affect fair presentation and compliance with accrual basis IPSAS
<p>IPSAS 13 (draft) IPSAS [X] (ED-75)</p> <ul style="list-style-type: none"> • <u>Where a first-time adopter is a lessee,</u> No recognition and/or measurement of finance lease liability and finance lease right-of-use asset if relief period for recognition and/or measurement of assets is adopted • Classification <u>Identification</u> of a lease based on circumstances at adoption of accrual basis IPSAS 	√		√

Amendments to IPSAS 40, *Public Sector Combinations*

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

The Acquisition Method of Accounting

...

Recognizing and Measuring the Identifiable Assets Acquired, the Liabilities Assumed and any Non-Controlling Interest in the Acquired Operation

Recognition Principle

...

Recognition Conditions

...

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

...

Classifying or Designating Identifiable Assets Acquired and Liabilities Assumed in an Acquisition

...

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

- (a) Classification of a lease arrangement contract in which the acquiree is the lessor as either an operating lease or a finance lease in accordance with ~~IPSAS 13, Leases~~ ~~[draft]~~ ~~IPSAS [X] (ED-75), Leases~~; and
- (b) Classification of a contract as an insurance contract in accordance with the relevant international or national accounting standard dealing with insurance contracts.

Exceptions to the Recognition or Measurement Principles

...

Exceptions to both the Recognition and Measurement Principles

...

Leases in Which the Acquiree is the Lessee

82A. The acquirer shall recognize right-of-use assets and lease liabilities for leases identified in accordance with ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ in which the acquiree is the lessee. The acquirer is not required to recognize right-of-use assets and lease liabilities for:

- (a) Leases for which the lease term (as defined in ~~[draft]~~ IPSAS [X] ~~(ED-75)~~) ends within 12 months of the acquisition date; or
- (b) Leases for which the underlying asset is of low value (as described in paragraphs AG4–AG9 of ~~[draft]~~ IPSAS [X] ~~(ED-75)~~).

82B. The acquirer shall measure the lease liability at the present value of the remaining lease payments (as defined in ~~[draft]~~ IPSAS [X] ~~(ED-75)~~) as if the acquired lease were a new lease at the acquisition date. The acquirer shall measure the right-of-use asset at the same amount as the lease liability, adjusted to reflect favorable or unfavorable terms of the lease when compared with market terms.

Disclosures

...

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

- (a) The name and a description of the acquired operation.
- (b) The acquisition date.
- (c) The percentage of voting equity interests or equivalent acquired.
- (d) The primary reasons for the acquisition and a description of how the acquirer obtained control of the acquired operation including, where applicable, the legal basis for the acquisition.

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

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

 - (i) (...)

Effective Date and Transition

Effective Date

...

- 126H. **Paragraphs 68, 71, 120, AG76 and AG89 were amended, paragraphs AG72–AG74 and their related heading were deleted, and paragraphs 82A and 82B and the related heading were added by [draft] IPSAS [X] (ED-75) issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply [draft] IPSAS [X] (ED-75) at the same time.**

Application Guidance

This Appendix is an integral part of IPSAS 40.

Recognizing Particular Assets Acquired and Liabilities Assumed in an Acquisition (see paragraphs 64–68)

Operating leases

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

...

Intangible Assets

...

- AG76. An intangible asset that meets the binding arrangement criterion is identifiable even if the asset is not transferable or separable from the acquired operation or from other rights and obligations. For example:
- (a) ~~[Deleted] An acquired operation leases a facility under an operating lease that has terms that are favorable relative to market terms. The lease terms explicitly prohibit transfer of the lease (through either sale or sublease). The amount by which the lease terms are favorable compared with the terms of current market transactions for the same or similar items is an intangible asset that meets the binding arrangement criterion for recognition separately from goodwill, even though the acquirer cannot sell or otherwise transfer the lease arrangement.~~
 - (b) An acquired operation owns and operates a nuclear power plant. The license to operate that power plant is an intangible asset that meets the binding arrangement criterion for recognition separately from goodwill, even if the acquirer cannot sell or transfer it separately from the acquired power plant. An acquirer may recognize the fair value of the operating license and the fair value of the power plant as a single asset for financial reporting purposes if the useful lives of those assets are similar.
 - (c) An acquired operation owns a technology patent. It has licensed that patent to others for their exclusive use outside the domestic market, receiving a specified percentage of future foreign revenue in exchange. Both the technology patent and the related license agreement meet the binding arrangement criterion for recognition separately from goodwill even if

selling or exchanging the patent and the related license agreement separately from one another would not be practical.

...

Assets Subject to Operating Leases in Which the Acquired Operation is the Lessor

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

Illustrative Examples

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

...

Identifiable Intangible Assets in an Acquisition

...

Binding Arrangement-Based Intangible Assets

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

Class	Basis
Licensing, royalty and standstill agreements	Binding arrangement
Advertising, construction, management, service or supply binding arrangements	Binding arrangement
Lease agreements (whether the acquired operation is the lessee or the lessor)	Binding arrangement
Construction permits	Binding arrangement
Franchise agreements	Binding arrangement
Operating and broadcast rights	Binding arrangement
Servicing binding arrangements, such as mortgage servicing binding arrangements	Binding arrangement
Binding arrangements for employment	Binding arrangement
Use rights, such as drilling, water, air, timber cutting and route authorities	Binding arrangement

Amendments to IPSAS 41, *Financial Instruments*

Paragraphs 2, 87, AG198, and AG210 are amended. Paragraph 156D is added. New text is underlined and deleted text is struck through.

Scope

2. This Standard shall be applied by all entities to all types of financial instruments except:
- (a) ...
 - (b) **Rights and obligations under leases to which ~~IPSAS 13, Leases~~ ~~[draft]~~ IPSAS [X] ~~(ED 75)~~, Leases applies. However:**
 - (i) **Finance lease receivables (i.e., net investments in finance leases) and operating lease receivables recognized by a lessor are subject to the derecognition and impairment requirements of this Standard;**
 - (ii) **Lease liabilities recognized by a lessee are subject to the derecognition requirements in paragraph 35 of this Standard; and**
 - (iii) **Derivatives that are embedded in leases are subject to the embedded derivatives requirements of this Standard.**
 - (c) ...

Simplified Approach for Receivables

87. **Despite paragraphs 75 and 77, an entity shall always measure the loss allowance at an amount equal to lifetime expected credit losses for:**
- (a) **Receivables that result from exchange transactions that are within the scope of IPSAS 9 and non-exchange transactions within the scope of IPSAS 23.**
 - (b) **Lease receivables that result from transactions that are within the scope of ~~IPSAS 13~~ ~~[draft]~~ IPSAS [X] ~~(ED 75)~~, if the entity chooses as its accounting policy to measure the loss allowance at an amount equal to lifetime expected credit losses. That accounting policy shall be applied to all lease receivables but may be applied separately to finance and operating lease receivables.**

Effective Date and Transition

Effective Date

...

- 156D. **Paragraphs 2, 87, AG198 and AG210 were amended by ~~[draft]~~ IPSAS [X] ~~(ED 75)~~ issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendments for a period beginning before MM DD, YYYY it shall disclose that fact and apply ~~[draft]~~ IPSAS [X] ~~(ED 75)~~ at the same time.**

Application Guidance

...

Measurement of Expected Credit Losses

Expected Credit Losses

...

AG198. When measuring a loss allowance for a lease receivable, the cash flows used for determining the expected credit losses should be consistent with the cash flows used in measuring the lease receivable in accordance with ~~IPSAS 13, Leases~~ ~~[draft] IPSAS [X]-(ED 75), Leases.~~

...

Time Value of Money

...

AG210. Expected credit losses on lease receivables shall be discounted using the same discount rate used in the measurement of the lease receivable in accordance with ~~IPSAS 13~~ ~~[draft] IPSAS [X]-(ED 75), Leases.~~

Amendments to ~~[draft] IPSAS [X], Revenue with Performance Obligations~~ (ED 70)

Paragraphs 3, 96, AG116, and AG120 are amended. Paragraph 131A is added. New text is underlined and deleted text is struck through.

Scope

3. An entity that prepares and presents financial statements under the accrual basis of accounting shall apply this ~~[draft] Standard~~ in accounting for revenue arising from binding arrangements with a purchaser that include performance obligations as defined in this ~~[draft] Standard~~ to transfer promised goods or services to the purchaser or third-party beneficiary. This ~~[draft] Standard~~ does not apply to:
 - (a) Revenue arising from other arrangements (whether binding arrangements or not) that do not include performance obligations to transfer goods or services to the purchaser or third-party beneficiary (the entity shall apply the requirements of ~~[draft] IPSAS [X] (ED 71), Revenue without Performance Obligations~~ in accounting for such binding arrangements);
 - (b) Lease contracts within the scope of ~~IPSAS 13, Leases~~ ~~13~~ ~~[draft] IPSAS [X]-(ED 75), Leases;~~
 - (c) Insurance contracts within the scope of the relevant international or national accounting standard dealing with insurance contracts³⁴;
 - (d) Financial instruments and other contractual rights or obligations within the scope of, IPSAS 41, *Financial Instruments*;
 - (e) Rights or obligations arising from binding arrangements within the scope of, IPSAS 19, *Provisions, Contingent Liabilities and Contingent Assets*, IPSAS 32, *Service Concession Arrangements: Grantor*, IPSAS 34, *Separate Financial Statements*, IPSAS 35, *Consolidated Financial Statements*, IPSAS 36, *Investments in Associates and Joint*

³⁴ There is no equivalent IPSAS and no standard is being developed in the IPSAS literature on Insurance contracts.

Ventures, IPSAS 37, Joint Arrangements, IPSAS 39, Employee Benefits and IPSAS 40, Public Sector Combinations;

- (f) Non-monetary exchanges between entities in the same line of business to facilitate sales to purchasers or potential purchasers. For example, this ~~draft~~ Standard would not apply to a binding arrangement between two public sector entities that agree to an exchange of electricity to fulfill demand from their purchasers in different specified locations on a timely basis;
- (g) Gains from the sale of non-financial assets that are not an output of an entity's activities and within the scope of IPSAS 16, *Investment Property*, IPSAS 17, *Property, Plant, and Equipment* or IPSAS 31, *Intangible Assets*;
- (h) Changes in the value of other current assets;
- (i) Initial recognition or changes in the fair value of biological assets related to agricultural activity (see IPSAS 27, *Agriculture*); and
- (j) The extraction of mineral resources.

Costs to Fulfill a Binding Arrangement

...

96. Costs that relate directly to a binding arrangement (or a specific anticipated binding arrangement) include any of the following:
- (a) Direct labor (for example, salaries and wages of employees who provide the promised services directly to the purchaser or third-party beneficiary);
 - (b) Direct materials (for example, supplies used in providing the promised services to a purchaser or third-party beneficiary);
 - (c) Allocations of costs that relate directly to the binding arrangement or to activities within the binding arrangement (for example, costs of management and supervision, insurance and depreciation of tools, and equipment and right-of-use assets used in fulfilling the binding arrangement);
 - (d) Costs that are explicitly chargeable to the purchaser under the binding arrangement; and
 - (e) Other costs that are incurred only because an entity entered into the binding arrangement (for example, payments to subcontractors).

...

Effective Date and Transition

Effective Date

...

- 131A. Paragraphs 3, 96, AG116, and AG120 were amended by ~~draft~~ IPSAS [X] ~~(ED-75)~~, *Leases issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY, it shall disclose that fact and apply ~~draft~~ IPSAS [X] ~~(ED-75)~~ at the same time.*

Application Guidance

...

Repurchase Agreements

...

A Forward or a Call Option

AG116. If an entity has an obligation or a right to repurchase the asset (a forward or a call option), a purchaser does not obtain control of the asset because the purchaser is limited in its ability to direct the use of, and obtain substantially all of the remaining economic benefits or service potential from, the asset even though the purchaser or third-party beneficiary may have physical possession of the asset. Consequently, the entity shall account for the binding arrangement as either of the following:

- (a) A lease in accordance with ~~IPSAS 13, Leases [draft]~~ ~~IPSAS [X] (ED-75)~~, Leases if the entity can or must repurchase the asset for an amount that is less than the original 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 recognize the asset and shall recognize a financial liability for any consideration received from the customer. The entity shall account for the financial liability in accordance with IPSAS 41; or
- (b) A financing arrangement in accordance with paragraph AG118 if the entity can or must repurchase the asset for an amount that is equal to or more than the original price of the asset.

...

A Put Option

AG120. If an entity has an obligation to repurchase the asset at the purchaser's request (a put option) at a price that is lower than the original price of the asset, the entity shall consider at the inception of the binding arrangement whether the purchaser has a significant economic incentive to exercise that right. The purchaser's exercising of that right results in the purchaser effectively paying the entity consideration for the right to use a specified asset for a period of time. Therefore, if the purchaser has a significant economic incentive to exercise that right, the entity shall account for the agreement as a lease in accordance with ~~IPSAS 13 [draft]~~ ~~IPSAS [X] (ED-75)~~, 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 recognize the asset and shall recognize a financial liability for any consideration received from the customer. The entity shall account for the financial liability in accordance with IPSAS 41.

...

Amendments to ~~[draft]~~ IPSAS [X], *Revenue without Performance Obligations* (ED 71)

Paragraph 3 is amended. Paragraph 155A is added. New text is underlined and deleted text is struck through.

Scope

3. A transfer recipient that prepares and presents financial statements under the accrual basis of accounting shall apply this ~~[draft]~~ Standard in accounting for revenue from transactions without performance obligations. This ~~[draft]~~ Standard does not apply to:
- (a) Revenue from transactions with performance obligations (see ~~[draft]~~ IPSAS [X] (ED 70);
 - (b) Contributions to social benefit schemes that are accounted for in accordance with paragraphs 26-31 of IPSAS 42, *Social Benefits* (the insurance approach);
 - (c) A public sector combination that is a non-exchange transaction;
 - (d) The accounting for contributions from owners;
 - (e) Lease contracts within the scope of ~~IPSAS 13, Leases~~ ~~[draft]~~ IPSAS [X] ~~(ED 75), Leases~~;
 - (f) Insurance contracts within the scope of the relevant international or national accounting standard dealing with insurance contracts⁵;
 - (g) Financial instruments and other contractual rights or obligations within the scope of, IPSAS 41, *Financial Instruments*;
 - (h) Rights or obligations arising from binding arrangements within the scope of, IPSAS 19, *Provisions, Contingent Liabilities and Contingent Assets*, IPSAS 32, *Service Concession Arrangements: Grantor*, IPSAS 34, *Separate Financial Statements*, IPSAS 35, *Consolidated Financial Statements*, IPSAS 36, *Investments in Associates and Joint Ventures*, IPSAS 37, *Joint Arrangements*, IPSAS 39, *Employee Benefits* and IPSAS 40, *Public Sector Combinations*;
 - (i) Gains from the sale of non-financial assets that are not an output of a transfer recipient's activities and within the scope of IPSAS 16, *Investment Property*, IPSAS 17, *Property, Plant, and Equipment* or IPSAS 31, *Intangible Assets*;
 - (j) Changes in the value of current and non-current assets arising from subsequent measurement;
 - (k) Initial recognition or changes in the fair value of biological assets related to agricultural activity (see IPSAS 27, *Agriculture*); and
 - (l) The extraction of mineral resources.

...

Effective Date and Transition

Effective Date

- 155A. Paragraph 3 was amended by ~~[draft]~~ IPSAS [X] (ED 75) issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY, it shall disclose that fact and apply ~~[draft]~~ IPSAS [X] (ED 75) at the same time.

⁵ There is no equivalent IPSAS and no standard is being developed in the IPSAS literature on Insurance contracts.

Amendments to ~~draft~~ IPSAS [X], *Transfer Expenses* (ED 72)

Paragraph 5 is amended. Paragraph 154A is added. New text is underlined and deleted text is struck through.

Scope

5. This ~~draft~~ Standard does not apply to:
- (a) Operating leases as defined in ~~IPSAS 13, Leases~~ ~~draft~~ IPSAS [X] ~~(ED 75)~~, *Leases*;
 - (b) Provisions as defined in IPSAS 19, *Provisions, Contingent Liabilities and Contingent Assets*;
 - (c) Collective services and individual services as defined in IPSAS 19;
 - (d) Employee benefits as defined in IPSAS 39, *Employee Benefits*;
 - (e) Concessionary loans as defined in IPSAS 41, *Financial Instruments*;
 - (f) Social benefits as defined in IPSAS 42, *Social Benefits*;
 - (g) Insurance contracts (see the international or national accounting standard dealing with insurance contracts); and
 - (h) Share-based payments (see the international or national accounting standard dealing with share-based payments).

...

Effective Date and Transition

Effective Date

- 154A. Paragraph 5 was amended by ~~draft~~ IPSAS [X] ~~(ED 75)~~, *Leases* issued in Month YYYY. An entity shall apply these amendments for annual financial statements covering periods beginning on or after MM DD, YYYY. Earlier application is encouraged. If an entity applies the amendment for a period beginning before MM DD, YYYY, it shall disclose that fact and apply ~~draft~~ IPSAS [X] (ED 79) at the same time.

Basis for Conclusions

This Basis for Conclusions accompanies, but is not part of, ~~draft~~ IPSAS [X] ~~(ED-75)~~, Leases.

Introduction

- BC1. IPSAS 13, *Leases*, was drawn primarily from International Accounting Standard (IAS) 17, *Leases*, (revised 2003) issued by the International Accounting Standards Board (IASB). In January 2016, the IASB issued International Financial Reporting Standard (IFRS) 16, *Leases*. IFRS 16 replaced IAS 17 and a number of related interpretations⁶.
- BC2. In June 2016, the IPSASB approved a project brief to develop revised requirements for accounting for leases. This brief acknowledged, and reconfirmed, the IPSASB's conclusion in IPSAS 13 that the economics of a lease transaction are the same in both the public and private sectors, resulting in the decision that this should be an IFRS 16 alignment project.
- BC3. The IPSASB's policy document, *Process for Reviewing and Modifying IASB Documents*, sets out the process the IPSASB follows when developing an aligned Standard. The first step of the process is to consider whether there are any public sector issues that warrant a departure from an IASB document.
- BC4. In determining whether public sector issues warrant a departure from an IASB document, the IPSASB considers the following:
- (a) Whether applying the requirements of the IASB document would mean that the objectives of public sector financial reporting would not be adequately met;
 - (b) Whether applying the requirements of the IASB document would mean that the qualitative characteristics of public sector financial reporting would not be adequately met; and
 - (c) Whether applying the requirements of the IASB document would require undue cost or effort.
- BC5. The *Process for Reviewing and Modifying IASB Documents* requires the IPSASB to make its decisions in the context of the following:
- (a) Consistency with the IPSASB's *Conceptual Framework for General Purpose Financial Reporting by Public Sector Entities* (the *Conceptual Framework*);
 - (b) Internal consistency with existing IPSAS; and
 - (c) Consistency with the statistical bases.

⁶ International Financial Reporting Interpretations Committee Interpretation IFRIC-4, *Determining whether an Arrangement contains a Lease* and Standing Interpretations Committee Interpretations SIC-15, *Operating Leases—Incentives* and SIC-27, *Evaluating the Substance of Transactions Involving the Legal Form of a Lease*.

Background

Development of ED 64, Leases

Lessee Accounting

- BC6. IFRS 16 introduced a new lease accounting model for lessees—the right-of-use model. The right-of-use model is based on the foundational principle that leases are financings of the right to use an underlying asset, and results in lessee accounting as follows⁷:
- (a) Recognizes a ‘right-of-use asset’; and
 - (b) Recognizes a lease liability related to the future lease payments.
- BC7. When developing ED 64, *Leases*, the IPSASB had considered whether there were any public sector issues that warranted a departure from the right-of-use model for lessee accounting in IFRS 16. In so doing, the IPSASB came to the following conclusions:
- (a) The right-of-use asset satisfies the definition of, and recognition criteria for, an asset in the IPSASB’s *Conceptual Framework*.
 - (b) The right-of-use asset is recognized when the lessee controls the asset, which is consistent with the IPSASB’s *Conceptual Framework*.
 - (c) The information reported under the single right-of-use lessee accounting model specified in IFRS 16 would provide the most useful information to the broadest range of users of financial statements.
 - (d) The right-of-use model prevents accounting arbitrage and information asymmetry. It improves comparability between public sector entities that lease assets and public sector entities that purchase assets.
 - (e) The IPSASB acknowledged that there would be costs for lessees associated with implementing the right-of-use model in the public sector. However, the IPSASB considered that the benefits outweigh the costs, particularly if the IPSASB also adopted the exemptions in IFRS 16.
- BC8. Consequently, the IPSASB had agreed that there were no public sector issues that warranted a departure from the right-of-use model for lessee accounting in IFRS 16. The IPSASB therefore had decided to develop ED 64 with lessee accounting requirements that were aligned with the requirements in IFRS 16.

Lessor Accounting

- BC9. IFRS 16 retained the ‘risks and rewards incidental to ownership’ model applied in IAS 17 (and IPSAS 13). The IPSASB had considered whether there were any public sector issues that warranted a departure from the lessor accounting requirements in IFRS 16. In developing ED 64, the IPSASB had come to the view that the ‘risks and rewards incidental to ownership’ model:
- (a) Is not based on control and would not be consistent with the IPSASB’s *Conceptual Framework*.

⁷ Except for short-term leases and leases for which the underlying asset is of low value, as described in IFRS 16.5–8.

- (b) Does not distinguish between the right-of-use asset and the underlying asset. The IPSASB considered these to be different economic phenomena which should both be accounted for.
- (c) If applied for lessor accounting, while a control-based model was applied for lessee accounting, would:
 - (i) Be inconsistent with IPSAS 17, *Property, Plant, and Equipment* and IPSAS 32, *Service Concession Arrangements: Grantor*, which are based on control; and
 - (ii) Raise consolidation issues and impair understandability and the decision usefulness of information where the lessor and the lessee are part of the same economic entity. For example, if the lessor classifies the lease as a finance lease, the underlying asset is not recognized by either party, and separate records will need to be maintained to report the underlying asset in the consolidated financial statements. In this context, the IPSASB had formed the view that a lessor would not be expected to derecognize a leased asset because the lessor has only transferred the right to use an underlying asset, not the underlying asset itself.

BC10. As a consequence, the IPSASB had decided to develop a right-of-use model for lessor accounting specifically designed for public sector financial reporting.

IPSASB Consultative Advisory Group

BC11. The IPSASB Consultative Advisory Group (CAG) had been consulted during the development of ED 64, in particular on the IPSASB's decision to depart from IFRS 16 in lessor accounting.

BC12. At its December 2016 meeting, the CAG advised the IPSASB of its views that:

- (a) Symmetry may not be needed in lease accounting;
- (b) The treatment of the underlying asset is an important issue in the public sector, and it needs to be recognized in the financial statements; and
- (c) An approach drawn from IFRS 16 would result in the underlying asset not appearing in the statement of financial position of either the lessor or lessee in some cases and expressed a view that this would give rise to a public interest concern.

BC13. The CAG also advised the IPSASB that if it wants to pursue proposals other than IFRS 16 lessor accounting it may take a long time to develop an appropriate lessor accounting model given the experiences and challenges the IASB faced in attempting to do so.

ED 64, Leases

BC14. In January 2018, the IPSASB published ED 64, *Leases* proposing a single right-of-use model for lease accounting for lessees and lessors under which:

- (a) The lessee would recognize a 'right-of-use asset' and a lease liability related to the future lease payments at the commencement of a lease; and
- (b) The lessor would recognize a lease receivable and a lease liability (unearned revenue) at the commencement of a lease, while continuing to recognize and measure the underlying asset according to the applicable Standards.

BC15. ED 64 also proposed specific public sector accounting requirements on leases at below-market terms, also known as concessionary leases. The proposal was that such leases be measured at

fair value leading to recognition of the implicit subsidy (the difference between the market value and the lease contract value) in both lessees' and lessors' financial statements.

Feedback from Constituents on ED 64, Leases

BC16. The IPSASB received 39 comment letters in response to ED 64. This feedback indicated that:

- (a) The vast majority of respondents agreed with the right-of-use model for lessee accounting. Many respondents who agreed with the proposals noted that their thinking was generally consistent with IPSASB's reasoning set out in the Basis for Conclusions to ED 64.
- (b) Respondents that disagreed or partially agreed with the right-of-use model for lessees were of the view that:
 - (i) The proposed model was too complicated, costly and focused on the statement of financial position;
 - (ii) The right-of-use model for lessee accounting by itself was inadequate for public sector reporting because the IPSASB did not consider sufficiently the allocations of rights, which pertain to physical and intangible assets, which are prevalent in the public sector;
 - (iii) An exemption should be provided for leases between public sector entities; and
 - (iv) Guidance should be provided on the recognition and measurement of the transferred asset at the end of the lease term.⁸
- (c) Respondents were almost equally divided over whether a departure from IFRS 16 lessor accounting was justified, with a small majority supporting departure. Generally, those in support of IFRS 16 lessor accounting, were of the view that the IPSASB had not made a strong enough case to depart from IFRS 16. On the other hand, those supporting departure from IFRS 16 lessor accounting on conceptual grounds agreed with the IPSASB's reasoning set out in the Basis for Conclusions, but did not agree consistently with the proposals for lessor accounting set out in ED 64.
- (d) Respondents that did not agree with ED 64 proposals for lessor accounting did not have a unified view on the approach that should be adopted for lessor accounting and proposed a number of alternatives. The lack of consensus among respondents on the economics of, and accounting for, leases by lessors highlighted significant differences across jurisdictions.
- (e) Respondents were of the view that the IPSASB needed to address public sector specific issues related to leases (for example, concessionary leases, access rights, and other types of arrangements in the public sector, etc.). However, respondents provided diverse views on how to address these public sector specific issues.

⁸ See paragraph BC27.

IPSASB's Response to Constituents' Feedback on ED 64, Leases

IPSASB Consultative Advisory Group

- BC17. After considering constituents' feedback on ED 64, at the December 2018 CAG meeting the IPSASB sought CAG's views on actions to move the Leases project forward in light of the responses to ED 64.
- BC18. The CAG advised the IPSASB that at this stage of the Leases project it would be in the public interest to:
- (a) Slow down the Leases project by extending its timeline to better understand the issues raised by respondents to ED 64;
 - (b) Further consider alignment with IFRS 16 regarding lessor accounting; and
 - (c) Focus on public sector differences related to lease transactions.

Other IPSASB initiatives

- BC19. The IPSASB decided to:
- (a) Create a Task Force in December 2018, with members from several jurisdictions, including preparers, users, auditors and standard-setters, to undertake an in-depth review of all constituent comments; and
 - (b) Invite guest speakers to the June and September 2019 IPSASB meetings to provide their views on lease accounting and the implementation challenges of applying IFRS 16 in both the private and public sectors. Speakers included national standard-setters, auditors, preparers and the statistical accounting community.
- BC20. The guest speakers highlighted that the new lessee accounting model in IFRS 16 was raising significant implementation issues in both the private and public sectors. The IPSASB considered that leases are a very common transaction in the public sector, and that any changes on how to account for leases would have similar or greater implementation cost and challenges for the public sector. IFRS 16 also presents significant conceptual and practical challenges for the statistical community.

New Approach to the Leases Project

- BC21. In the light of these presentations and the responses to ED 64, in March 2020 the IPSASB decided to revisit its overall approach to the Leases project, and to adopt a phased approach as follows:
- (a) Phase One, dealing with lease accounting model(s) for both lessees and lessors based on the same definition of leases as in IFRS 16; and
 - (b) Phase Two, dealing with public sector specific issues, such as concessionary leases, access rights, and other types of arrangements in the public sector. The IPSASB also decided to issue a 'Request for Information' to better inform this Phase Two work.
- BC22. In determining how to approach the first phase of the project, the IPSASB discussed whether it should consider a variant to IFRS 16 lessor accounting that would require all lessors to account for leases as operating leases only. The aim of this variant would be to deal with the concern

raised by respondents regarding the non-recognition of the underlying asset by both the lessor and the lessee if the lessor classifies the lease as a finance lease.

BC23. The IPSASB decided not to proceed with this IFRS 16 variant for lessors because:

- (a) Requiring operating lease accounting for all lessor transactions would remove the judgement by preparers that is inherent to the risks and rewards model and would transform it into a rules-based model without sufficient economic rationale;
- (b) It would create consolidation issues where both lessor and lessee are part of the same economic entity applying IPSAS; and
- (c) It would create mixed group⁹ issues where some commercial public sector entities apply IFRS Standards but are controlled by public sector entities that apply IPSAS. Different requirements are costly to those applying IPSAS when there is no public sector specific reason to develop different accounting treatments.

Three Strategic Options for the Leases Project

BC24. After making this decision, the IPSASB discussed three strategic options:

- (a) Option 1 – Retain IPSAS 13, which would pause the project;
- (b) Option 2 – Proceed with the right-of-use model for lessees and risks and rewards model for lessors in developing a Standard aligned with IFRS 16; or
- (c) Option 3 – Proceed with the right-of-use model for both lessees and lessors and develop a Standard based on ED 64.

BC25. In order to make this strategic decision on the overall future direction of the project, the IPSASB considered the following six factors alongside the public interest:

- (a) Public Financial Management (PFM)¹⁰ benefits;
- (b) Implementation costs and challenges—training, information technology changes, change of processes, accounting changes (first-time implementation of new Standard), and on-going accounting (maintenance);
- (c) Government Finance Statistics (GFS) alignment—at the conceptual level, when comparing IPSAS and GFS accounting frameworks, and at the practical level, when compiling GFS accounts using information from accrual-based IPSAS accounts;
- (d) IPSASB's *Conceptual Framework*—public sector financial reporting objectives of accountability and decision-making, and whether transactions and events meet the definition of elements¹¹;

⁹ Mixed groups are groups that encompass public sector entities that apply IPSAS and commercial public sector entities that apply IFRS Standards.

¹⁰ Defined in *The CIPFA FM Model, Statements of Good Practice* as “Public Financial Management is the system by which financial resources are planned, directed and controlled to enable and influence the efficient and effective achievement of public service outcomes.” (see <https://www.cipfa.org/media/files/training%20and%20qualifications/keystone%20guides/cipfa%20fm%20model.pdf>).

This definition is aligned with the principles in the *IFAC/CIPFA International Framework: Good Governance in the Public Sector* (see <https://www.ifac.org/knowledge-gateway/contributing-global-economy/publications/international-framework-good-governance-public-sector>)

- (e) IFRS Alignment—alignment with IFRS 16; and
- (f) Feasibility of the Leases project—timeliness, and impact on project management, IPSASB’s resource allocation, and IPSASB’s Work Program.

BC26. The IPSASB first considered whether to pause with the leases project by retaining IPSAS 13 (Option 1). The IPSASB was of the view that retaining IPSAS 13 would be the least favorable option in terms of PFM benefits, consistency with the IPSASB’s *Conceptual Framework* and IFRS Alignment because it would:

- (a) Continue to allow off-balance sheet financing of operating leases for lessees;
- (b) Create mixed group issues where some controlled entities are required to apply IFRS;
- (c) Result in some cases the underlying asset not being recognized by either the lessee or the lessor, or being recognized by both;
- (d) Be inconsistent with the control-based approach to asset recognition and derecognition in the IPSASB’s *Conceptual Framework*; and
- (e) Retain an accounting model that differs from that in IFRS 16 for both lessees and, to a lesser extent, lessors¹².

BC27. During its discussion of Option 1, the IPSASB also considered the comments made by respondents that disagreed or partially agreed with the right-of-use model for lessees (see paragraphs BC16(b)(i)–BC16(b)(ii)). The IPSASB concluded that the respondents’ concerns were not public sector specific and, therefore, did not warrant a departure from IFRS 16. The IPSASB also concluded that the benefits of the right-of-use model for lessees would outweigh the costs of the accounting changes as there would be a number of simplifications, such as:

- (a) Providing a single accounting model for lessees which would remove the different lease classifications in IPSAS 13;
- (b) Permitting a lessee not to recognize assets and liabilities, for short-term leases and leases of low-value assets;
- (c) Permitting application of the Standard by entities on a portfolio basis for leases with similar characteristics;
- (d) Simplifying the measurement requirements for lease liabilities, in particular the requirements for variable lease payments, payments during optional periods and the reassessment of lease liabilities;
- (e) Establishing requirements for separating lease and non-lease components included in the same contract;
- (f) Establishing lessee disclosure requirements focused on the most significant features of their lease portfolios; and

¹¹ The main difference between the three options is related to recognition of elements and how this impacts accountability and decision-making.

¹² For lessees, IPSAS 13 includes the risks and rewards incidental to ownership model and IFRS 16 includes the right-of-use model. For lessors, IFRS 16 changed the risks and rewards incidental to ownership model compared to IAS 17 (the Standard from which IPSAS 13 was drawn primarily) because it made changes to the requirements for subleases, lease modifications, initial direct costs, variable lease payments, and disclosures.

- (g) Simplifying lessee transition requirements.
- BC28. Consequently, the IPSASB decided that it would be in the public interest not to proceed with Option 1, and so to replace IPSAS 13 with a new Standard.
- BC29. The IPSASB then considered whether to proceed with Option 2 (an IFRS 16-aligned Standard) or to proceed with Option 3 (ED 64) by applying the six factors outlined in paragraph BC25. Since the main difference between these two options was the lessor accounting model, this was the focus for the Board's discussions, and therefore the paragraphs below focus on lessor accounting, except where otherwise stated.
- BC30. Regarding PFM benefits, it was not clear from the responses to ED 64 which option provides the greater overall benefits. For example, some respondents argued that the recognition of a liability would lead to increased financial leverage reflected in the lessor's statement of financial position. Therefore, this factor did not provide a clear indication of which option was preferable.
- BC31. Option 3 would entail greater implementation costs and challenges than Option 2 because IFRS 16 substantially carried forward the lessor accounting model in IAS 17 (with which IPSAS 13 is aligned), making only relatively minor changes.
- BC32. With respect to alignment with GFS, wherein the lessees and lessors both follow the concept of risks and rewards, the Option 2 accounting model would be aligned for lessors, but not for lessees. From a GFS perspective Option 2 would still require the use of surveys to obtain data on the underlying asset in a lease (when the lessor has a finance lease). However, Option 2 is currently being applied in the private sector and any additional statistical information or data processes required by GFS can be replicated in the public sector if the IPSASB chose this option. Under Option 3, the accounting model would not be aligned with GFS for either lessees and lessors.
- BC33. Option 3, under which both the lessees and lessors would follow the concept of control, would be more consistent with the IPSASB's *Conceptual Framework*, while Option 2 would be less consistent with the IPSASB's *Conceptual Framework*¹³.
- BC34. On the other hand, Option 2 would be aligned with IFRS Standards, while Option 3 would not be so aligned.
- BC35. From a project management perspective, Option 2 would have the advantage of being more straightforward and therefore more feasible than Option 3. Additionally, Option 3 would be more challenging from a project delivery perspective because of the probable continued variations in views in further developing the ED 64 lessor accounting proposals, which could therefore extend the project timeline.
- BC36. After careful consideration of the respective arguments for and against the Options for each of the six factors, the IPSASB decided that, on balance, the public interest would be better served by proceeding with Option 2 (an IFRS 16-aligned Standard) because it would:
- (a) Be less costly and challenging to implement by changing only lessee accounting, and the public sector could benefit from the private sector experience in implementing IFRS 16;
 - (b) Align with the IPSASB's Strategy & Work Plan strategic theme of Maintaining IFRS Alignment, which was an original objective of the Leases project;

¹³ Where a Standard is developed that departs from the *Conceptual Framework*, the IPSASB explains the reasons.

- (c) Address more quickly the important off-balance sheet financing of operating leases by lessees that IPSAS 13 permits, without waiting for a new accounting model for lessors; and
- (d) Facilitate Phase One delivery, thus permitting the IPSASB to focus on Phase Two of the project, and so to address the important public sector specific issues described in paragraph BC21(b) in a more timely manner.

ED 75, Leases and Request for Information

BC37. In January 2020, the IPSASB published:

- (a) ED 75, Leases as part of Phase One of the Leases project; and
- (b) Request for Information, Concessionary Leases and Other Arrangements Similar to Leases as part of the Phase Two of the Leases project.

BC38. The IPSASB received 48 and 37 comment letters in response to the ED 75 and the Request for Information, respectively.

BC39. The feedback received on the proposals in the ED 75¹⁴ indicated that:

- (a) The majority of respondents agree or partially agreed with the ED 75 proposals for alignment with IFRS 16 and consequently with the right-of-use model for lessees¹⁵ and risks and rewards model for lessors; and
- (b) Some respondents who agreed with ED 75 noted that their thinking was generally consistent with IPSASB's reasoning set out in the Basis for Conclusions (BC) to ED 75. Other respondents agreed with ED 75 without providing additional reasons.

BC40. The IPSASB noted that ED 75 proposals for lessor accounting have much stronger support from respondents when comparing with the ED 64 proposals, which received mixed support. This is partially explained because some respondents that had initially supported ED 64 proposals for lessor accounting changed their views and now support ED 75 proposals.

BC41. Some respondents, while agreeing with the ED 75 proposals for lessee and lessor accounting, provided minor points for further consideration by the IPSASB.

BC42. The few respondents that partially agreed or disagreed with ED 75 provided the following reasons:

- (a) Exemption should be added for public sector entities to provide relief from applying the proposed accounting requirements for leases between entities of the public sector because of cost-benefit reasons;
- (b) Accounting asymmetry between lessee and lessor;
- (c) The underlying asset is recognized neither in the lessor's nor in the lessee's financial statements in the case of a finance lease from the lessor's perspective;
- (d) Divergence with Government Finance Statistics (GFS) in lessee accounting;
- (e) Scope of public debt for lessees;

¹⁴ The analysis of the responses to the Request for Information will be made in Phase Two of the Leases project.

¹⁵ This feedback was also consistent with ED 64 lessee accounting model aligned with IFRS 16, which was also supported.

- (f) The Leases project should have a single phase:
- (g) Continue adopting IPSAS 13;
- (h) Proposed model for lessees is too complicated, costly and concentrated on the statement of financial position

BC43. The IPSASB considered the overall feedback received and concluded that the issues raised by respondents that partially agreed or disagreed with ED 75 were:

- (a) Not public sector specific that warrant departure from IFRS 16; or
- (b) Considered by the IPSASB during the development of ED 75 as set out in its Basis for Conclusions (see BC21–BC36).

BC44. Therefore, the IPSASB decided to proceed with ED 75 proposals for lessee and lessor accounting, subject to addressing the minor points raised by respondents that in the view of the IPSASB would enhance ED 75.

ED 75, Leases-IPSAS [X], Leases

BC37-BC45. This ~~[draft]~~ Standard is based on IFRS 16, *Leases* issued by the IASB. In accordance with existing practice, this Basis for Conclusions outlines only those areas where ~~ED 75-IPSAS [X]~~ departs from the main requirements of IFRS 16, or where the IPSASB considered such departures taking into consideration the feedback received to ED 75.

Scope (see paragraph 3)

BC38-BC46. In developing ED 75, ~~t~~he IPSASB had considered whether to provide an explicit scope exclusion for concessionary leases ~~in [draft] IPSAS [X] (ED 75).~~ The IPSASB had decided not to provide that explicit scope exclusion because:

- (a) IPSAS 13 does not have a scope exclusion for concessionary leases;
- ~~(a)(b)~~ ~~[draft] IPSAS [X] (ED 75)~~ is an IFRS aligned Standard, and IFRS 16 does not exclude concessionary leases from its scope; and
- ~~(b)(c)~~ Any issues in applying ~~[draft] IPSAS [X] (ED 75)~~ to concessionary leases, including the concession component, will be considered further in Phase Two of the Leases project (see paragraph BC21).

BC39-BC47. In reaching this decision, the IPSASB had noted that ~~[draft] IPSAS [X] (ED 75)~~ already ~~addresses~~ addressed lease incentives paid by the lessor to the lessee to entice the lessee to enter into the lease. However, in this situation the lease incentives do not modify the nature of the lease as being a lease at market terms. The leases to be considered in Phase Two of the Leases project are concessionary leases where the lessor has the intention of providing a concession that modifies the nature of the lease into a lease at below-market terms.

Responses to ED 75, Leases

BC48. The majority of respondents to ED 75 supported the proposed scope based on the same reasons as set out in paragraphs BC38–BC39.

BC49. The minority respondents who did not support the proposed scope in ED 75 commented that they would prefer to explicitly scope out concessionary lease because:

- (a) The separation of the lease component requirement cannot be applied to leases with no consideration or the exchange is insignificant;
- (b) It would help clarify whether ED 75 (measured at cost) or IPSAS 23 (measured at fair value) applies to concessionary leases;
- (c) It would help clarify whether ED 75 or the future pronouncement based on the RFI apply to concessionary leases;
- (d) Preparers may have to change their accounting treatment of concessionary leases in order to comply with ED 75 following Phase One, and later on have to again have to change their accounting treatment of concessionary leases in order to comply with the pronouncement issued following Phase Two of IPSASB's Leases project.

BC50. [to be completed after the review of responses to the RFI to develop accounting guidance on this issue in the context of the new IPSAS Leases accounting model].

Definitions

Contractual Arrangements

BC40-BC51. In developing ED 75, the IPSASB had noted that, in certain jurisdictions, public sector entities are precluded from entering into formal contracts, but do enter into arrangements that have the substance of contracts. These arrangements may be known by another term, e.g., a "government order." To assist entities in identifying contracts, which either have the substance or legal form of a contract, the IPSASB had considered it appropriate to issue additional Application Guidance explaining the factors an entity should consider in assessing whether an arrangement is contractual or non-contractual.

BC52. Consideration was given to whether the term "binding arrangement" should be used to describe the arrangements highlighted in paragraph AG3. The term "binding arrangement" is defined in IPSAS 32, *Service Concession Arrangements: Grantor* as contracts and other arrangements that confer similar rights and obligations on the parties to it as if they were in the form of a contract. For example, an arrangement between two government departments that do not have the power to contract may be a binding arrangement. The IPSASB had concluded that the term "binding arrangements," as used in IPSASs, embraces a wider set of arrangements than those identified in paragraph AG3 and therefore concluded that it should not be used in this ~~[draft]~~ Standard. Entities in a binding arrangement would enforce their rights and obligations through legal (enforceable through judicial system) or equivalent means (enforceable through cabinet and ministerial directives, executive authority, or other means that are similar). However, entities in a contract would enforce their rights and obligations only through legal means (i.e., by law, through judicial system).

Responses to ED 75, Leases

BC53. ED 75 specifically referred to contracts in the definition of a lease. Although the majority of respondents agreed with ED 75 proposals, some respondents disagreed with limiting the definition of a lease to contracts because it would scope out from the final IPSAS on Leases types of arrangements that are not contracts, but are prevalent in the public sector because:

- (a) There might not be willing parties into the arrangement; or

(b) Many public sector entities do not have the power to enter into contracts but enter into binding arrangements that confer similar rights and obligations on the parties as if they were a form of contract.

BC54. As a result of these concerns, the IPSASB decided to clarify that IPSAS [X] is designed only for transactions that have the three elements identified in paragraph AG3.

BC55. As noted in BC51, the IPSASB differentiated contracts as enforced by legal means whereas binding arrangements are enforced by legal or equivalent means. A transaction that does not have willing parties is neither a contract nor a binding arrangement.

BC56. As a result, the IPSASB decided to retain the term “contract” in the definition of a lease in IPSAS [X].

Initial Direct Costs

BC44-BC57. The IPSASB decided not to include the IFRS 16 requirements for a manufacturer or dealer lessor (see paragraphs BC58) in this [draft] Standard. Therefore, the IFRS 16 definition of ‘initial direct costs’ has also been amended to remove the reference to a manufacturer or dealer lessor).

Fair Value

BC42-BC58. The IPSASB considered whether to retain the fair value definition consistent with IFRS 16 or to include the fair value definition consistent with [draft] IPSAS [X] (ED 77), *Measurement*.

BC43-BC59. The IPSASB noted that including the fair value definition consistent with [draft] IPSAS [X] (ED 77) might significantly change the lease classification and the timing of recognizing gains or losses for sale and leaseback transactions.

BC44-BC60. Therefore, the IPSASB decided to retain the fair value definition consistent with IFRS 16 because:

- (a) It is consistent with the IPSASB’s March 2020 decision to retain the IPSAS 13 lessor requirements and align with IFRS 16 for cost-benefit reasons (see paragraph BC36);
- (b) It is consistent with the IASB’s decision to retain in IFRS 16 the fair value definition that existed in IAS 17, *Leases*, as the previous lessor accounting model in IAS 17 was not fundamentally flawed and should not be changed; and
- (c) It provides relief to preparers by not requiring significant changes to their accounting systems for this aspect of [draft] IPSAS [X] (ED 75).

Identifying a Lease

BC45-BC61. In developing ED 75, the IPSASB had considered whether to refer to both “economic benefits” and “service potential” in the application guidance section in [draft] IPSAS [X] (ED 75) on identifying a lease, rather than “economic benefits” alone.

BC46-BC62. If the guidance referred only to “economic benefits”, the IPSASB had noted that an entity that intends to use the identified asset to provide services to the community might reach the conclusion that the transaction is not a lease because it does not derive economic benefits from the use of that asset, despite the fact that the transaction meets the definition of a lease in [draft] IPSAS [X] (ED 75).5. Therefore, the IPSASB had decided to add the term “service potential” in the application guidance section on identifying a lease, where appropriate.

BC63. In reaching this conclusion, the IPSASB had also noted that this approach is consistent with *The Conceptual Framework for General Purpose Financial Reporting by Public Sector Entities* in referring to assets in terms of both economic benefits and service potential.

Responses to ED 75, Leases

BC64. All the respondents to ED 75 supported to refer to both “economic benefits” and “service potential” in the application guidance section ED 75 on identifying a lease, rather than “economic benefits” alone.

BC65. Based on a respondent’s suggestion, the IPSASB decided to extend this approach, where appropriate, to the Illustrative Examples. In doing so, the IPSASB’s rationale was to refer to ‘service potential’ in all illustrative examples that have generic references to the benefits of the lease, to the goods or services provided by the underlying asset or to the use of the underlying asset.

Lessee Accounting

Recognition Exemptions

BC47-BC66. The IPSASB considered the recognition exemptions in IFRS 16. The IPSASB did not identify a public sector specific reason that would warrant different recognition exemptions in this [draft] Standard.

BC48-BC67. The IPSASB also considered whether the permissible recognition exemptions in IFRS 16 should be a requirement or an option in this [draft] IPSAS. The IPSASB noted that, according to the IASB’s research, leases of low-value assets represent less than 1% of total non-current assets. In this context, the IPSASB considered that, on the one hand, making the recognition exemptions a requirement rather than an option would enhance the comparability between public sector entities and provide increased cost relief to them, with a low probability of a negative impact on the reliability and accuracy of financial statements. However, on the other hand, the IPSASB noted that requiring recognition exemptions for short-term leases may create a new arbitrage point, where entities could design their lease contracts to achieve desired accounting outcomes.

BC49-BC68. On balance, the IPSASB concluded that there was no public sector specific reason to require rather than permit recognition exemptions. The IPSASB also considered that, by not requiring the application of the exemptions, public sector entities would be able to adopt an approach that appropriately provides a faithful representation of leasing transactions in terms of their own statements of financial position.

BC50-BC69. The IPSASB noted that IFRS 16 does not set a specific monetary amount for a lease of a low-value asset. Instead, the IASB included in paragraph BC100 of the Basis for Conclusions: “the IASB had in mind leases of underlying assets with a value, when new, in the order of the magnitude of US\$5,000 or less”. The IPSASB considered whether it was appropriate for public sector financial reporting to use the same or a different dollar amount, or not make any reference to a threshold in the Basis for Conclusions of this [draft] Standard.

BC54-BC70. The IPSASB acknowledged that, for many public sector entities that are services-based, a figure of US\$5,000 might represent the value of most of their individual assets. The IPSASB concluded that public sector entities, if they decide to apply the exemption, should use a threshold for determining leases of low-value assets, considering the materiality of leasing transactions in

relation to their financial statements. The IPSASB concluded that it would not provide guidance on a specific monetary amount. In assessing materiality, preparers consider whether the omission of information could influence financial statement users' assessments of accountability or their decision-making.

Discount Rate

BC52-BC71. The IPSASB considered whether to provide additional guidance where:

- (a) The lessee's incremental borrowing rate is different from the likely interest rate implicit in the lease; or
- (b) The lessee is unable to determine the interest rate implicit in the lease or has difficulties in determining the incremental borrowing rate.

BC53-BC72. The IPSASB decided that this issue is not public sector specific because private sector entities encounter similar difficulties in determining the implicit rate in the lease and the incremental borrowing rate.

BC54-BC73. The IPSASB noted that the incremental borrowing rate can be determined by:

- (a) Taking into account the terms and conditions of the lease;
- (b) Referring to a rate that is readily observable as a starting point (for example, the rate that a lessee has paid, or would pay, to borrow money to purchase the type of asset being leased, or the property yield when determining the discount rate to apply to property leases); and
- (c) Adjusting such observable rates as is needed to determine its incremental borrowing rate as defined in [draft] IPSAS [X] (ED 75).

COVID-19 Requirements

BC55-BC74. [draft] IPSAS [X] (ED 75) includes the recent amendments to IFRS 16 for COVID-19-related rent concessions. The IPSASB is of the view that the inclusion of these requirements may be useful to preparers and users of general purpose financial reports because of the uncertain duration and future impacts of the pandemic.

Lessor Accounting

Manufacturer or Dealer Lessor

BC56-BC75. The IPSASB decided not to include in this [draft] Standard the manufacturer or dealer lessor requirements included in IFRS 16 because:

- (a) They are not expected to be applied to public sector entities for which IPSAS are designed; and
- (b) The IPSASB's constituents did not request its inclusion during consultation on ED 64, which also excluded those requirements.

Request for Information on Public Sector Specific Issues

BC57-BC76. The IPSASB has published a Request for Information (RFI), *Concessionary Leases and Other Arrangements Similar to Leases* at the same time as [draft] IPSAS [X] (ED 75).

BC58-BC77. The RFI will support Phase Two of the IPSASB's project on Leases. Therefore, the RFI is part of [draft] IPSAS [X] (ED 75).

Draft

ILLUSTRATIVE EXAMPLES

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Draft

Illustrative Examples

These examples accompany, but are not part of, ~~[draft]~~ IPSAS [X] ~~(ED-75)~~

IE1. These examples portray hypothetical situations illustrating how an entity might apply some of the requirements in ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ to particular aspects of a lease (or other contracts) on the basis of the limited facts presented. The analysis in each example is not intended to represent the only manner in which the requirements could be applied, nor are the examples intended to apply only to the specific industry illustrated. Although some aspects of the examples may be present in actual fact patterns, all relevant facts and circumstances of a particular fact pattern would need to be evaluated when applying ~~[draft]~~ IPSAS [X] ~~(ED-75)~~.

Identifying a Lease (see paragraphs 10–12 and AG10–AG31)

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

Example 1–Rail Cars

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

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

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

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

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

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

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

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

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

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

The rail cars and the engines used to transport Customer's goods are not identified assets.

Supplier has the substantive right to substitute the rail cars and engine because:

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

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

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

Example 2—Allocated Space

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

The contract does not contain a lease.

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

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

Example 3—Fibre-Optic Cable

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

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

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

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

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

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

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

The contract does not contain a lease.

Supplier makes all decisions about the transmission of its customers' data, which requires the use of only a portion of the capacity of the cable for each customer. The capacity portion that will be provided to Customer is not physically distinct from the remaining capacity of the cable and does not represent substantially all of the capacity of the cable (see paragraph B20). Consequently, Customer does not have the right to use an identified asset.

Example 4—Office Unit

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

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

The contract requires Customer to use Office Unit A to operate its well-known tourist office to sell or provide its services during the hours that the larger office space is open. Customer makes all of the decisions about the use of the office unit during the period of use. For example, Customer decides on the mix of services sold or provided from the unit, the pricing of the services sold or provided and the number of employees working. Customer also controls physical access to the unit throughout the five-year period of use.

The contract requires Customer to make fixed payments to Supplier, as well as variable payments that are a percentage of services sold or provided from Office Unit A.

Supplier provides cleaning and security services as part of the contract.

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

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

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

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

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

Example 5—Truck Rental

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

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

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

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

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

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

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

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

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

Example 6—Ship

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

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

The contract does not contain a lease.

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

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

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

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

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

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

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

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

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

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

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the ship over the five-year period of use. Customer has exclusive use of the ship throughout the period of use.
- (b) Customer has the right to direct the use of the ship because the conditions in paragraph B24(a) exist. The contractual restrictions about where the ship can sail and the cargo to be transported by the ship define the scope of Customer's right to use the ship. They are protective rights that protect Supplier's investment in the ship and Supplier's personnel. Within the scope of its right of use, Customer makes the relevant decisions about how and for what purpose the ship is used throughout the five-year period of use because it decides whether, where and when the ship sails, as well as the cargo it will transport. Customer has the right to change these decisions throughout the five-year period of use.

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

Example 7—Aircraft

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

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

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

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

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

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

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

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

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

Example 8—Contract for Shirts

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

Supplier has only one factory that can meet the needs of Customer. Supplier is unable to supply the shirts from another factory or source the shirts from a third party supplier. The capacity of the

factory exceeds the output for which Customer has contracted (i.e. Customer has not contracted for substantially all of the capacity of the factory).

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

The contract does not contain a lease.

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

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

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

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

Example 9—Contract for Energy/Power

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

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

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

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

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the solar farm over the 20-year period of use. Customer has exclusive use of the solar farm; it takes all of the electricity produced by the farm over the 20-year period of use as well as the renewable energy credits that are a by-product from use of the solar farm. Although Supplier will receive economic benefits from the solar farm in the form of tax credits, those economic benefits relate to the ownership of the solar farm rather than the use of the solar farm and, thus, are not considered in this assessment.
- (b) Customer has the right to direct the use of the solar farm because the conditions in paragraph AG25(b)(ii) exist. Neither Customer, nor Supplier, decides how and for what purpose the solar farm is used during the period of use because those decisions are predetermined by the design of the asset (i.e. the design of the solar farm has, in effect, programmed into the asset any relevant decision-making rights about how and for what purpose the solar farm is used throughout the period of use). Customer does not operate the solar farm; Supplier makes the decisions about the operation of the solar farm. However, Customer's design of the solar farm has given it the right to direct the use of the farm. Because the design of the solar farm has predetermined how and for what purpose the asset will be used throughout the period of use, Customer's control over that design is substantively no different from Customer controlling those decisions.

Example 9B: Customer enters into a contract with Supplier to purchase all of the power produced by an explicitly specified power plant for three years. The power plant is owned and operated by Supplier.

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

The contract does not contain a lease.

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

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

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

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

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

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

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

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

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

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

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

Example 10—Contract for Network Services

Example 10A: Customer enters into a contract with a telecommunications company (Supplier) for network services for two years. The contract requires Supplier to supply network services that meet a specified quality level. In order to provide the services, Supplier installs and configures servers at Customer's premises—Supplier determines the speed and quality of data transportation in the network using the servers. Supplier can reconfigure or replace the servers when needed to continuously provide the quality of network services defined in the contract. Customer does not operate the servers or make any significant decisions about their use.

The contract does not contain a lease. Instead, the contract is a service contract in which Supplier uses the equipment to meet the level of network services determined by Customer.

There is no need to assess whether the servers installed at Customer's premises are identified assets. This assessment would not change the analysis of whether the contract contains a lease because Customer does not have the right to control the use of the servers.

Customer does not control the use of the servers because Customer's only decision-making rights relate to deciding upon the level of network services (the output of the servers) before the period of use—the level of network services cannot be changed during the period of use without modifying the contract. For example, even though Customer produces the data to be transported, that activity does not directly affect the configuration of the network services and, thus, it does not affect how and for what purpose the servers are used.

Supplier is the only party that can make relevant decisions about the use of the servers during the period of use. Supplier has the right to decide how data is transported using the servers, whether to reconfigure the servers and whether to use the servers for another purpose. Accordingly, Supplier controls the use of the servers in providing network services to Customer.

Example 10B: Customer enters into a contract with an information technology company (Supplier) for the use of an identified server for three years. Supplier delivers and installs the server at Customer's premises in accordance with Customer's instructions, and provides repair and maintenance services for the server, as needed, throughout the period of use. Supplier substitutes the server only in the case of malfunction. Customer decides which data to store on the server and how to integrate the server within its operations. Customer can change its decisions in this regard throughout the period of use.

The contract contains a lease. Customer has the right to use the server for three years.

There is an identified asset. The server is explicitly specified in the contract. Supplier can substitute the server only if it is malfunctioning (see paragraph AG19).

Customer has the right to control the use of the server throughout the three-year period of use because:

- (a) Customer has the right to obtain substantially all of the economic benefits from use of the server over the three-year period of use. Customer has exclusive use of the server throughout the period of use.
- (b) Customer has the right to direct the use of the server (because the conditions in paragraph AG25(a) exist). Customer makes the relevant decisions about how and for what purpose the server is used because it has the right to decide which aspect of its operations the server is used to support and which data it stores on the server. Customer is the only party that can make decisions about the use of the server during the period of use.

Leases of Low-Value Assets and Portfolio Application (see paragraphs 6–7, AG1 and AG4–AG9)

IE3. The following example illustrates how a lessee might (a) apply paragraphs AG4–AG9 of ~~draft~~ IPSAS [X] ~~(ED-75)~~ to leases of low-value assets; and (b) determine portfolios of leases to which it would apply the requirements in ~~draft~~ IPSAS [X] ~~(ED-75)~~.

Example 11— Leases of Low-Value Assets and Portfolio Application

A public sector entity (Lessee) with offices in each province/state of the country has the following leases:

- (a) *Leases of real estate (both office buildings and warehouses).*
- (b) *Leases of hospital equipment.*

- (c) *Leases of cars, both for services personnel and senior management and of varying quality, specification and value.*
- (d) *Leases of trucks and vans used for service delivery purposes, of varying size and value.*
- (e) *Leases of IT equipment for use by individual employees (such as laptop computers, desktop computers, hand held computer devices, desktop printers and mobile phones).*
- (f) *Leases of servers, including many individual modules that increase the storage capacity of those servers. The modules have been added to the mainframe servers over time as Lessee has needed to increase the storage capacity of the servers.*
- (g) *Leases of office equipment:*
 - (i) *Office furniture (such as chairs, desks and office partitions);*
 - (ii) *Water dispensers; and*
 - (iii) *High-capacity multifunction photocopier devices.*

Leases of low-value assets

Lessee determines that the following leases qualify as leases of low-value assets on the basis that the underlying assets, when new, are individually of low value:

- (a) Leases of IT equipment for use by individual employees; and
- (b) Leases of office furniture and water dispensers.

Lessee elects to apply the requirements in paragraph 7 of ~~{draft}~~ IPSAS [X] ~~(ED-75)~~ in accounting for all of those leases.

Although each module within the servers, if considered individually, might be an asset of low value, the leases of modules within the servers do not qualify as leases of low-value assets. This is because each module is highly interrelated with other parts of the servers. Lessee would not lease the modules without also leasing the servers.

Portfolio application

As a result, Lessee applies the recognition and measurement requirements in ~~{draft}~~ IPSAS [X] ~~(ED-75)~~ to its leases of real estate, hospital equipment, cars, trucks and vans, servers and high-capacity multifunction photocopier devices. In doing so, Lessee groups its cars, trucks and vans into portfolios.

Lessee's cars are leased under a series of master lease agreements. Lessee uses eight different types of car, which vary by price and are assigned to staff on the basis of seniority and territory. Lessee has a master lease agreement for each different type of car. The individual leases within each master lease agreement are all similar (including similar start and end dates), but the terms and conditions generally vary from one master lease agreement to another. Because the individual leases within each master lease agreement are similar to each other, Lessee reasonably expects that applying the requirements of ~~{draft}~~ IPSAS [X] ~~(ED-75)~~ to each master lease agreement would not result in a materially different effect than applying the requirements of ~~{draft}~~ IPSAS [X] ~~(ED-75)~~ to each individual lease within the master lease agreement. Consequently, Lessee concludes that it can apply the requirements of ~~{draft}~~ IPSAS [X] ~~(ED-75)~~ to each master lease agreement as a portfolio. In addition, Lessee concludes that two of the eight master lease agreements are similar and cover substantially similar types of cars in similar

territories. Lessee reasonably expects that the effect of applying ~~[draft] IPSAS [X] (ED-75)~~ to the combined portfolio of leases within the two master lease agreements would not differ materially from applying ~~[draft] IPSAS [X] (ED-75)~~ to each lease within that combined portfolio. Lessee, therefore, concludes that it can further combine those two master lease agreements into a single lease portfolio.

Lessee's trucks and vans are leased under individual lease agreements. There are 6,500 leases in total. All of the truck leases have similar terms, as do all of the van leases. The truck leases are generally for four years and involve similar models of truck. The van leases are generally for five years and involve similar models of van. Lessee reasonably expects that applying the requirements of ~~[draft] IPSAS [X] (ED-75)~~ to portfolios of truck leases and van leases, grouped by type of underlying asset, territory and the quarter of the year within which the lease was entered into, would not result in a materially different effect from applying those requirements to each individual truck or van lease. Consequently, Lessee applies the requirements of ~~[draft] IPSAS [X] (ED-75)~~ to different portfolios of truck and van leases, rather than to 6,500 individual leases.

Allocating Consideration to Components of a Contract (see paragraphs 13–17 and AG33–AG34)

IE4. The following example illustrates the allocation of consideration in a contract to lease and non-lease components by a lessee.

Example 12—Lessee allocation of consideration to lease and non-lease components of a contract

Lessor leases a server, a medical ventilator and a computed tomography machine to Lessee to be used in Lessee's hospital operations for four years. Lessor also agrees to maintain each item of equipment throughout the lease term. The total consideration in the contract is CU600,000^(a), payable in annual instalments of CU150,000, and a variable amount that depends on the hours of work performed in maintaining the computed tomography machine. The variable payment is capped at 2 per cent of the replacement cost of the computed tomography machine. The consideration includes the cost of maintenance services for each item of equipment.

Lessee accounts for the non-lease components (maintenance services) separately from each lease of equipment applying paragraph 13 of ~~[draft] IPSAS [X] (ED-75)~~. Lessee does not elect the practical expedient in paragraph 16 of ~~[draft] IPSAS [X] (ED-75)~~. Lessee considers the requirements in paragraph AG33 of ~~[draft] IPSAS [X] (ED-75)~~ and concludes that the lease of the server, the lease of the *medical ventilator* and the lease of the *computed tomography machine* are each separate lease components. This is because:

- (a) Lessee can benefit from use of each of the three items of equipment on its own or together with other readily available resources (for example, Lessee could readily lease or purchase an alternative medical ventilator or computed tomography machine to use in its operations); and
- (b) Although Lessee is leasing all three items of equipment for one purpose (i.e. to engage in hospital operations), the machines are neither highly dependent on, nor highly interrelated with, each other. Lessee's ability to derive benefit from the lease of each item of equipment is not significantly affected by its decision to lease, or not lease, the other equipment from Lessor.

Consequently, Lessee concludes that there are three lease components and three non-lease components (maintenance services) in the contract. Lessee applies the guidance in paragraphs

14–15 of ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ to allocate the consideration in the contract to the three lease components and the non-lease components.

Several suppliers provide maintenance services for a similar server and a similar medical ventilator. Accordingly, there are observable standalone prices for the maintenance services for those two items of leased equipment. Lessee is able to establish observable stand-alone prices for the maintenance of the server and the medical ventilator of CU32,000 and CU16,000, respectively, assuming similar payment terms to those in the contract with Lessor. The computed tomography machine is highly specialized and, accordingly, other suppliers do not lease or provide maintenance services for similar computed tomography machines. Nonetheless, Lessor provides four-year maintenance service contracts to customers that purchase similar computed tomography machine from Lessor. The observable consideration for those four-year maintenance service contracts is a fixed amount of CU56,000, payable over four years, and a variable amount that depends on the hours of work performed in maintaining the computed tomography machine. That variable payment is capped at 2 per cent of the replacement cost of the computed tomography machine. Consequently, Lessee estimates the stand-alone price of the maintenance services for the computed tomography machine to be CU56,000 plus any variable amounts. Lessee is able to establish observable stand-alone prices for the leases of the server, the desktop computer and the computed tomography machine of CU170,000, CU102,000 and CU224,000, respectively.

Lessee allocates the fixed consideration in the contract (CU600,000) to the lease and non-lease components as follows:

CU	Server	Medical ventilator	Computed tomography machine	Total
Lease	170.000	102.000	224.000	496.000
Non-lease				104.000
Total fixed consideration				600.000

Lessee allocates all of the variable consideration to the maintenance of the *computed tomography machine*, and, thus, to the non-lease components of the contract. Lessee then accounts for each lease component applying the guidance in ~~[draft]~~ IPSAS [X] ~~(ED-75)~~, treating the allocated consideration as the lease payments for each lease component.

(a) In these Illustrative Examples, currency amounts are denominated in 'currency units' (CU).

Lessee Measurement (see paragraphs 19–42 and AG35–AG42)

IE5. The following example illustrates how a lessee measures right-of-use assets and lease liabilities. It also illustrates how a lessee accounts for a change in the lease term.

Example 13—Measurement by a Lessee and Accounting for a Change in the Lease Term

Part 1—Initial Measurement of the Right-of-Use Asset and the Lease Liability

Lessee enters into a 10-year lease of a floor of a building, with an option to extend for five years. Lease payments are CU50,000 per year during the initial term and CU55,000 per year during the

optional period, all payable at the beginning of each year. To obtain the lease, Lessee incurs initial direct costs of CU20,000, of which CU15,000 relates to a payment to a former tenant occupying that floor of the building and CU5,000 relates to a commission paid to the real estate agent that arranged the lease. As an incentive to Lessee for entering into the lease, Lessor agrees to reimburse to Lessee the real estate commission of CU5,000.

At the commencement date, Lessee concludes that it is not reasonably certain to exercise the option to extend the lease and, therefore, determines that the lease term is 10 years.

The interest rate implicit in the lease is not readily determinable. Lessee's incremental borrowing rate is 5 per cent per annum, which reflects the fixed rate at which Lessee could borrow an amount similar to the value of the right-of-use asset, in the same currency, for a 10-year term, and with similar collateral.

At the commencement date, Lessee makes the lease payment for the first year, incurs initial direct costs, receives the lease incentive from Lessor and measures the lease liability at the present value of the remaining nine payments of CU50,000, discounted at the interest rate of 5 per cent per annum, which is CU355,391.

Lessee initially recognizes assets and liabilities in relation to the lease as follows.

Right-of-use asset	CU405,391	
Lease liability		CU355,391
Cash (lease payment for the first year)		CU50,000
Right-of-use asset	CU20,000	
Cash (initial direct costs)		CU20,000
Cash (lease incentive)	CU5,000	
Right-of-use asset		CU5,000

Part 2—Subsequent Measurement and Accounting for a Change in the Lease Term

In the sixth year of the lease, Lessee acquires Entity A. Entity A has been leasing a floor in another building. The lease entered into by Entity A contains a termination option that is exercisable by Entity A. Following the acquisition of Entity A, Lessee needs two floors in a building suitable for the increased workforce. To minimize costs, Lessee (a) enters into a separate eight-year lease of another floor in the building leased that will be available for use at the end of Year 7 and (b) terminates early the lease entered into by Entity A with effect from the beginning of Year 8.

Moving Entity A's staff to the same building occupied by Lessee creates an economic incentive for Lessee to extend its original lease at the end of the non-cancellable period of 10 years. The acquisition of Entity A and the relocation of Entity A's staff is a significant event that is within the control of Lessee and affects whether Lessee is reasonably certain to exercise the extension option not previously included in its determination of the lease term. This is because the original floor has greater utility (and thus provides greater benefits) to Lessee than alternative assets that could be leased for a similar amount to the lease payments for the optional period—Lessee would incur additional costs if it were to lease a similar floor in a different building because the workforce

would be located in different buildings. Consequently, at the end of Year 6, Lessee concludes that it is now reasonably certain to exercise the option to extend its original lease as a result of its acquisition and planned relocation of Entity A.

Lessee's incremental borrowing rate at the end of Year 6 is 6 per cent per annum, which reflects the fixed rate at which Lessee could borrow an amount similar to the value of the right-of-use asset, in the same currency, for a nine-year term, and with similar collateral. Lessee expects to consume the right-of-use asset's future economic benefits evenly over the lease term and, thus, depreciates the right-of-use asset on a straight-line basis.

The right-of-use asset and the lease liability from Year 1 to Year 6 are as follows.

Year	Lease liability				Right-of-use asset		
	Beginning balance CU	Lease payment CU	5% interest expense CU	Ending balance CU	Beginning balance CU	Depreciation charge CU	Ending balance CU
1	355,391	-	17,770	373,161	420,391	(42,039)	378,352
2	373,161	(50,000)	16,158	339,319	378,352	(42,039)	336,313
3	339,319	(50,000)	14,466	303,785	336,313	(42,039)	294,274
4	303,785	(50,000)	12,689	266,474	294,274	(42,039)	252,235
5	266,474	(50,000)	10,823	227,297	252,235	(42,039)	210,196
6	227,297	(50,000)	8,865	186,162	210,196	(42,039)	168,157

At the end of the sixth year, before accounting for the change in the lease term, the lease liability is CU186,162 (the present value of four remaining payments of CU50,000, discounted at the original interest rate of 5 per cent per annum). Interest expense of CU8,865 is recognized in Year 6. Lessee's right-of-use asset is CU168,157.

Lessee remeasures the lease liability at the present value of four payments of CU50,000 followed by five payments of CU55,000, all discounted at the revised discount rate of 6 per cent per annum, which is CU378,174. Lessee increases the lease liability by CU192,012, which represents the difference between the remeasured liability of CU378,174 and its previous carrying amount of CU186,162. The corresponding adjustment is made to the right-of-use asset to reflect the cost of the additional right of use, recognized as follows.

Right-of-use asset	CU192,012
Lease liability	CU192,012

Following the remeasurement, the carrying amount of Lessee's right-of-use asset is CU360,169 (i.e. CU168,157 + CU192,012). From the beginning of Year 7 Lessee calculates the interest expense on the lease liability at the revised discount rate of 6 per cent per annum.

The right-of-use asset and the lease liability from Year 7 to Year 15 are as follows.

Year	Lease liability			Right-of-use asset			
	Beginning balance CU	Lease payment CU	6% interest expense CU	Ending balance CU	Beginning balance CU	Depreciation charge CU	Ending balance CU
7	378,174	(50,000)	19,690	347,864	360,169	(40,019)	320,150
8	347,864	(50,000)	17,872	315,736	320,150	(40,019)	280,131
9	315,736	(50,000)	15,944	281,680	280,131	(40,019)	240,112
10	281,680	(50,000)	13,901	245,581	240,112	(40,019)	200,093
11	245,581	(55,000)	11,435	202,016	200,093	(40,019)	160,074
12	202,016	(55,000)	8,821	155,837	160,074	(40,019)	120,055
13	155,837	(55,000)	6,050	106,887	120,055	(40,019)	80,036
14	106,887	(55,000)	3,113	55,000	80,036	(40,018)	40,018
15	55,000	(55,000)	-	-	40,018	(40,018)	-

Variable Lease Payments (see paragraphs 28, 40, 43(b) and 44)

IE6. The following example illustrates how a lessee accounts for variable lease payments that depend on an index and variable lease payments not included in the measurement of the lease liability.

Example 14—Variable Lease Payments Dependent on an Index and Variable Lease Payments Linked to Sales

Example 14A—Lessee enters into a 10-year lease of property with annual lease payments of CU50,000, payable at the beginning of each year. The contract specifies that lease payments will increase every two years on the basis of the increase in the Consumer Price Index for the preceding 24 months. The Consumer Price Index at the commencement date is 125. This example ignores any initial direct costs. The rate implicit in the lease is not readily determinable. Lessee's incremental borrowing rate is 5 per cent per annum, which reflects the fixed rate at which Lessee could borrow an amount similar to the value of the right-of-use asset, in the same currency, for a 10-year term, and with similar collateral.

At the commencement date, Lessee makes the lease payment for the first year and measures the lease liability at the present value of the remaining nine payments of CU50,000, discounted at the interest rate of 5 per cent per annum, which is CU355,391.

Lessee initially recognizes assets and liabilities in relation to the lease as follows.

Right-of-use asset	CU405,391	
Lease liability		CU355,391
Cash (lease payment for the first year)		CU50,000

Lessee expects to consume the right-of-use asset's future economic benefits evenly over the lease term and, thus, depreciates the right-of-use asset on a straight-line basis.

During the first two years of the lease, Lessee recognizes in aggregate the following related to the lease.

Interest expense	CU33,928	
Lease liability		CU33,928
Depreciation charge	CU81,078 (CU405,391 ÷ 10 × 2 years)	
Right-of-use asset		CU81,078

At the beginning of the second year, Lessee makes the lease payment for the second year and recognizes the following.

Lease liability	CU50,000	
Cash		CU50,000

At the beginning of the third year, before accounting for the change in future lease payments resulting from a change in the Consumer Price Index and making the lease payment for the third year, the lease liability is CU339,319 (the present value of eight payments of CU50,000 discounted at the interest rate of 5 per cent per annum = CU355,391 + CU33,928 – CU50,000).

At the beginning of the third year of the lease the Consumer Price Index is 135.

The payment for the third year, adjusted for the Consumer Price Index, is CU54,000 (CU50,000 × 135 ÷ 125). Because there is a change in the future lease payments resulting from a change in the Consumer Price Index used to determine those payments, Lessee remeasures the lease liability to reflect those revised lease payments, i.e. the lease liability now reflects eight annual lease payments of CU54,000.

At the beginning of the third year, Lessee remeasures the lease liability at the present value of eight payments of CU54,000 discounted at an unchanged discount rate of 5 per cent per annum, which is CU366,464. Lessee increases the lease liability by CU27,145, which represents the difference between the remeasured liability of CU366,464 and its previous carrying amount of CU339,319. The corresponding adjustment is made to the right-of-use asset, recognized as follows.

Right-of-use asset	CU27,145	
Lease liability		CU27,145

At the beginning of the third year, Lessee makes the lease payment for the third year and recognizes the following.

Lease liability	CU54,000	
Cash		CU54,000

Example 14B—Assume the same facts as Example 14A except that Lessee is also required to make variable lease payments for each year of the lease, which are determined as 1 per cent of Lessee's sales generated from the leased property.

At the commencement date, Lessee measures the right-of-use asset and the lease liability recognized at the same amounts as in Example 14A. This is because the additional variable lease payments are linked to future sales and, thus, do not meet the definition of lease payments. Consequently, those payments are not included in the measurement of the asset and liability.

Right-of-use asset	CU405,391	
Lease liability		CU355,391
Cash (lease payment for the first year)		CU50,000

Lessee prepares financial statements on an annual basis. During the first year of the lease, Lessee generates sales of CU800,000 from the leased property.

Lessee incurs an additional expense related to the lease of CU8,000 (CU800,000 × 1 per cent), which Lessee recognizes in surplus or deficit in the first year of the lease.

Lease Modifications (see paragraphs 45–47)

IE7. Examples 15–19 illustrate the requirements of ~~draft~~ IPSAS [X] ~~(ED-75)~~ regarding lease modifications for a lessee.

Example 15—Modification that is a Separate Lease

Lessee enters into a 10-year lease for 2,000 square metres of office space. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease for the remaining five years to include an additional 3,000 square metres of office space in the same building. The additional space is made available for use by Lessee at the end of the second quarter of Year 6. The increase in total consideration for the lease is commensurate with the current market rate for the new 3,000 square metres of office space, adjusted for the discount that Lessee receives reflecting that Lessor does not incur costs that it would otherwise have incurred if leasing the same space to a new tenant (for example, marketing costs).

Lessee accounts for the modification as a separate lease, separate from the original 10-year lease. This is because the modification grants Lessee an additional right to use an underlying asset, and the increase in consideration for the lease is commensurate with the stand-alone price of the additional right-of-use adjusted to reflect the circumstances of the contract. In this example, the additional underlying asset is the new 3,000 square metres of office space. Accordingly, at the commencement date of the new lease (at the end of the second quarter of Year 6), Lessee recognizes a right-of-use asset and a lease liability relating to the lease of the additional 3,000 square metres of office space. Lessee does not make any adjustments to the accounting for the original lease of 2,000 square metres of office space as a result of this modification.

Example 16—Modification that Increases the Scope of the Lease by Extending the Contractual Lease Term

Lessee enters into a 10-year lease for 5,000 square metres of office space. The annual lease payments are CU100,000 payable at the end of each year. The interest rate implicit in the lease cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. At the beginning of Year 7, Lessee and Lessor agree to amend the original lease by extending the contractual lease term by four years. The annual lease payments are unchanged (i.e. CU100,000 payable at the end of each year from Year 7 to Year 14). Lessee's incremental borrowing rate at the beginning of Year 7 is 7 per cent per annum.

At the effective date of the modification (at the beginning of Year 7), Lessee remeasures the lease liability based on: (a) an eight-year remaining lease term, (b) annual payments of CU100,000 and (c) Lessee's incremental borrowing rate of 7 per cent per annum. The modified lease liability

equals CU597,130. The lease liability immediately before the modification (including the recognition of the interest expense until the end of Year 6) is CU346,511. Lessee recognizes the difference between the carrying amount of the modified lease liability and the carrying amount of the lease liability immediately before the modification (CU250,619) as an adjustment to the right-of-use asset.

Example 17—Modification that Decreases the Scope of the Lease

Lessee enters into a 10-year lease for 5,000 square metres of office space. The annual lease payments are CU50,000 payable at the end of each year. The interest rate implicit in the lease cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease to reduce the space to only 2,500 square metres of the original space starting from the end of the first quarter of Year 6. The annual fixed lease payments (from Year 6 to Year 10) are CU30,000. Lessee's incremental borrowing rate at the beginning of Year 6 is 5 per cent per annum.

At the effective date of the modification (at the beginning of Year 6), Lessee remeasures the lease liability based on: (a) a five-year remaining lease term, (b) annual payments of CU30,000 and (c) Lessee's incremental borrowing rate of 5 per cent per annum. This equals CU129,884.

Lessee determines the proportionate decrease in the carrying amount of the right-of-use asset on the basis of the remaining right-of-use asset (i.e. 2,500 square metres corresponding to 50 per cent of the original right-of-use asset).

50 per cent of the pre-modification right-of-use asset (CU184,002) is CU92,001. Fifty per cent of the pre-modification lease liability (CU210,618) is CU105,309. Consequently, Lessee reduces the carrying amount of the right-of-use asset by CU92,001 and the carrying amount of the lease liability by CU105,309. Lessee recognizes the difference between the decrease in the lease liability and the decrease in the right-of-use asset (CU105,309 – CU92,001 = CU13,308) as a gain in surplus or deficit at the effective date of the modification (at the beginning of Year 6).

Lessee recognizes the difference between the remaining lease liability of CU105,309 and the modified lease liability of CU129,884 (which equals CU24,575) as an adjustment to the right-of-use asset reflecting the change in the consideration paid for the lease and the revised discount rate.

Example 18—Modification that Both Increases and Decreases the Scope of the Lease

Lessee enters into a 10-year lease for 2,000 square metres of office space. The annual lease payments are CU100,000 payable at the end of each year. The interest rate implicit in the lease cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease to (a) include an additional 1,500 square metres of space in the same building starting from the beginning of Year 6 and (b) reduce the lease term from 10 years to eight years. The annual fixed payment for the 3,500 square metres is CU150,000 payable at the end of each year (from Year 6 to Year 8). Lessee's incremental borrowing rate at the beginning of Year 6 is 7 per cent per annum.

The consideration for the increase in scope of 1,500 square metres of space is not commensurate with the stand-alone price for that increase adjusted to reflect the circumstances of the contract. Consequently, Lessee does not account for the increase in scope that adds the right to use an additional 1,500 square metres of space as a separate lease.

The pre-modification right-of-use asset and the pre-modification lease liability in relation to the lease are as follows.

Year	Lease liability				Right-of-use asset		
	Beginning balance	6% interest expense	Lease payment	Ending balance	Beginning balance	Depreciation charge	Ending balance
	CU	CU	CU	CU	CU	CU	CU
1	736,009	44,160	(100,000)	680,169	736,009	(73,601)	662,408
2	680,169	40,810	(100,000)	620,979	662,408	(73,601)	588,807
3	620,979	37,259	(100,000)	558,238	588,807	(73,601)	515,206
4	558,238	33,494	(100,000)	491,732	515,206	(73,601)	441,605
5	491,732	29,504	(100,000)	421,236	441,605	(73,601)	368,004
6	421,236				368,004		

At the effective date of the modification (at the beginning of Year 6), Lessee remeasures the lease liability on the basis of: (a) a three-year remaining lease term, (b) annual payments of CU150,000 and (c) Lessee's incremental borrowing rate of 7 per cent per annum. The modified liability equals CU393,647, of which (a) CU131,216 relates to the increase of CU50,000 in the annual lease payments from Year 6 to Year 8 and (b) CU262,431 relates to the remaining three annual lease payments of CU100,000 from Year 6 to Year 8.

Decrease in the lease term

At the effective date of the modification (at the beginning of Year 6), the pre-modification right-of-use asset is CU368,004. Lessee determines the proportionate decrease in the carrying amount of the right-of-use asset based on the remaining right-of-use asset for the original 2,000 square metres of office space (i.e. a remaining three-year lease term rather than the original five-year lease term). The remaining right-of-use asset for the original 2,000 square metres of office space is CU220,802 (i.e. $CU368,004 \div 5 \times 3$ years).

At the effective date of the modification (at the beginning of Year 6), the pre-modification lease liability is CU421,236. The remaining lease liability for the original 2,000 square metres of office space is CU267,301 (i.e. present value of three annual lease payments of CU100,000, discounted at the original discount rate of 6 per cent per annum).

Consequently, Lessee reduces the carrying amount of the right-of-use asset by CU147,202 ($CU368,004 - CU220,802$), and the carrying amount of the lease liability by CU153,935 ($CU421,236 - CU267,301$). Lessee recognizes the difference between the decrease in the lease liability and the decrease in the right-of-use asset ($CU153,935 - CU147,202 = CU6,733$) as a gain in surplus or deficit at the effective date of the modification (at the beginning of Year 6).

Lease liability	CU153,935	
Right-of-use asset		CU147,202
Gain		CU6,733

At the effective date of the modification (at the beginning of Year 6), Lessee recognizes the effect of the remeasurement of the remaining lease liability reflecting the revised discount rate of 7 per cent per annum, which is CU4,870 (CU267,301 – CU262,431), as an adjustment to the right-of-use asset.

Lease liability	CU4,870	
Right-of-use asset		CU4,870

Increase in the leased space

At the commencement date of the lease for the additional 1,500 square metres of space (at the beginning of Year 6), Lessee recognizes the increase in the lease liability related to the increase in scope of CU131,216 (i.e. present value of three annual lease payments of CU50,000, discounted at the revised interest rate of 7 per cent per annum) as an adjustment to the right-of-use asset.

Right-of-use asset	CU131,216	
Lease liability		CU131,216

The modified right-of-use asset and the modified lease liability in relation to the modified lease are as follows.

Year	Lease liability				Right-of-use asset		
	Beginning balance	7% interest expense	Lease payment	Ending balance	Beginning balance	Depreciation charge	Ending balance
	CU	CU	CU	CU	CU	CU	CU
6	393,647	27,556	(150,000)	271,203	347,148	(115,716)	231,432
7	271,203	18,984	(150,000)	140,187	231,432	(115,716)	115,716
8	140,187	9,813	(150,000)	-	115,716	(115,716)	-

Example 19—Modification that is a Change in Consideration Only

Lessee enters into a 10-year lease for 5,000 square metres of office space. At the beginning of Year 6, Lessee and Lessor agree to amend the original lease for the remaining five years to reduce the lease payments from CU100,000 per year to CU95,000 per year. The interest rate implicit in the lease cannot be readily determined. Lessee's incremental borrowing rate at the commencement date is 6 per cent per annum. Lessee's incremental borrowing rate at the beginning of Year 6 is 7 per cent per annum. The annual lease payments are payable at the end of each year.

At the effective date of the modification (at the beginning of Year 6), Lessee remeasures the lease liability based on: (a) a five-year remaining lease term, (b) annual payments of CU95,000 and (c) Lessee's incremental borrowing rate of 7 per cent per annum. Lessee recognizes the difference between the carrying amount of the modified liability (CU389,519) and the lease liability

immediately before the modification (CU421,236) of CU31,717 as an adjustment to the right-of-use asset.

Subleases (see paragraph AG59)

IE8. Examples 20–21 illustrate the application of the requirements in ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ for an intermediate lessor that enters into a head lease and a sublease of the same underlying asset.

Example 20—Sublease Classified as a Finance Lease

Head lease—An intermediate lessor enters into a five-year lease for 5,000 square metres of office space (the head lease) with Entity A (the head lessor).

Sublease—At the beginning of Year 3, the intermediate lessor subleases the 5,000 square metres of office space for the remaining three years of the head lease to a sublessee.

The intermediate lessor classifies the sublease by reference to the right-of-use asset arising from the head lease. The intermediate lessor classifies the sublease as a finance lease, having considered the requirements in paragraphs 65–70 of ~~[draft]~~ IPSAS [X] ~~(ED-75)~~.

When the intermediate lessor enters into the sublease, the intermediate lessor:

- (a) Derecognizes the right-of-use asset relating to the head lease that it transfers to the sublessee and recognizes the net investment in the sublease;
- (b) Recognizes any difference between the right-of-use asset and the net investment in the sublease in surplus or deficit; and
- (c) Retains the lease liability relating to the head lease in its statement of financial position, which represents the lease payments owed to the head lessor.

During the term of the sublease, the intermediate lessor recognizes both finance revenue on the sublease and interest expense on the head lease (Entity A).

Example 21—Sublease Classified as Operating Lease

Head lease—An intermediate lessor enters into a five-year lease for 5,000 square metres of office space (the head lease) with Entity A (the head lessor).

Sublease—At commencement of the head lease, the intermediate lessor subleases the 5,000 square metres of office space for two years to a sublessee.

The intermediate lessor classifies the sublease by reference to the right-of-use asset arising from the head lease. The intermediate lessor classifies the sublease as an operating lease, having considered the requirements in paragraphs 66–71 of ~~[draft]~~ IPSAS [X] ~~(ED-75)~~.

When the intermediate lessor enters into the sublease, the intermediate lessor retains the lease liability and the right-of-use asset relating to the head lease in its statement of financial position.

During the term of the sublease, the intermediate lessor:

- (a) Recognizes a depreciation charge for the right-of-use asset and interest on the lease liability; and
- (b) Recognizes lease revenue from the sublease.

Lessee Disclosure (see paragraphs 62 and AG50–AG51)

IE9. Example 22 illustrates how a lessee with different types of lease portfolios might comply with the disclosure requirements described in paragraphs 62 and AG50 of ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ about variable lease payments. This example shows only current period information. IPSAS 1, *Presentation of Financial Statements* requires an entity to present comparative information.

Example 22—Variable Payment Terms

Lessee with a High Volume of Leases with Some Consistent Payment Terms

Example 22A: City XYZ (Lessee) operates four tourism outlets selling touristic merchandise about the city—A, B, C and D. Lessee has a high volume of property leases. Lessee’s policy is to negotiate variable payment terms for newly established tourism outlets. Lessee concludes that information about variable lease payments is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that information about the proportion of total lease payments that arise from variable payments, and the sensitivity of those variable lease payments to changes in sales, is the information that is relevant to users of its financial statements. This information is similar to that reported to Lessee’s senior management about variable lease payments.

Some of the property leases within the city contain variable payment terms that are linked to sales generated from the tourism outlet. Variable payment terms are used, when possible, in newly established tourism outlets in order to link rental payments to tourism outlet cash flows and minimize fixed costs. Fixed and variable rental payments by tourism outlet for the period ended 31 December 20X0 are summarized below.

Tourism outlet	Fixed payments		Variable payments	Total payments	Estimated annual impact on total tourism outlet rent of a 1% increase in sales
	No.	CU	CU	CU	%
Store A	4,522	3,854	120	3,974	0.03%
Store B	965	865	105	970	0.11%
Store C	124	26	163	189	0.86%
Store D	652	152	444	596	0.74%
	6,263	4,897	832	5,729	0.15%

Refer to the management commentary for tourism outlet information presented on a like-for-like basis and to Note X for segmental information applying IPSAS 18, *Segment Reporting* relating to Tourism Outlets A–D.

Example 22B: City XYZ (Lessee) has a high volume of property leases of tourism outlets selling touristic merchandise about the city. Many of these leases contain variable payment terms linked to sales from the store. Lessee’s group policy sets out the circumstances in which variable payment terms are used and all lease negotiations must be approved centrally. Lease payments are monitored centrally. Lessee concludes that information about variable lease payments is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that information about the different types of contractual terms it uses with respect to variable lease payments, the effect of those terms on its

financial performance and the sensitivity of variable lease payments to changes in sales is the information that is relevant to users of its financial statements. This is similar to the information that is reported to Lessee's senior management about variable lease payments.

Many of the property leases within *City XYZ* contain variable payment terms that are linked to the volume of sales made from leased tourism outlets. These terms are used, when possible, in order to match lease payments with tourism outlets generating higher cash flows. For individual tourism outlets, up to 100 per cent of lease payments are on the basis of variable payment terms and there is a wide range of sales percentages applied. In some cases, variable payment terms also contain minimum annual payments and caps.

Lease payments and terms for the period ended 31 December 20X0 are summarized below.

	Tourism outlets	Fixed payments	Variable payments	Total payments
	No.	CU	CU	CU
Fixed rent only	1,490	1,153	-	1,153
Variable rent with no minimum	986	-	562	562
Variable rent with minimum	3,089	1,091	1,435	2,526
	5,565	2,244	1,997	4,241

A 1 per cent increase in sales across all tourism outlets in the public sector entity would be expected to increase total lease payments by approximately 0.6–0.7 per cent. A 5 per cent increase in sales across all tourism outlets in the public sector entity would be expected to increase total lease payments by approximately 2.6–2.8 per cent.

Lessee with a High Volume of Leases with a Wide Range of Different Payment Terms

Example 22C: City XYZ (Lessee) has a high volume of property leases of tourism outlets selling touristic merchandise about the city. These leases contain a wide range of different variable payment terms. Lease terms are negotiated and monitored by local management. Lessee concludes that information about variable lease payments is relevant to users of its financial statements and is not available elsewhere in its financial statements. Lessee concludes that information about how its property lease portfolio is managed is the information that is relevant to users of its financial statements. Lessee also concludes that information about the expected level of variable lease payments in the coming year (similar to that reported internally to senior management) is also relevant to users of its financial statements.

Many of the property leases within the city contain variable payment terms. Local management are responsible for store margins. Accordingly, lease terms are negotiated by local management and contain a wide range of payment terms. Variable payment terms are used for a variety of reasons, including minimising the fixed cost base for newly established tourism outlets or for reasons of margin control and operational flexibility. Variable lease payment terms vary widely across the city:

- (a) The majority of variable payment terms are based on a range of percentages of tourism outlet sales;
- (b) Lease payments based on variable terms range from 0–20 per cent of total lease payments on an individual property; and
- (c) Some variable payment terms include minimum or cap clauses.

The overall financial effect of using variable payment terms is that higher rental costs are incurred by tourism outlet with higher sales. This facilitates the management of margins across the city's tourism outlets.

Variable rent expenses are expected to continue to represent a similar proportion of store sales in future years.

- IE10. Example 23 illustrates how a lessee with different types of lease portfolios might comply with the disclosure requirements described in paragraphs 62 and AG51 of ~~draft~~ IPSAS [X] ~~(ED-75)~~ about extension options and termination options. This example shows only current period information. IPSAS 1 requires an entity to present comparative information.

Example 23—Extension Options and Termination Options

Lessee with a High Volume of Leases, that Have a Wide Range of Different Terms and Conditions, which are not Managed Centrally

Example 23A: Lessee has a high volume of equipment leases with a wide range of different terms and conditions. Lease terms are negotiated and monitored by local management. Lessee concludes that information about how it manages the use of termination and extension options is the information that is relevant to users of its financial statements and is not available elsewhere in its financial statements. Lessee also concludes that information about (a) the financial effect of reassessing options and (b) the proportion of its short-term lease portfolio resulting from leases with annual break clauses is also relevant to users of its financial statements.

Extension and termination options are included in a number of equipment leases across the economic entity. Local teams are responsible for managing their leases and, accordingly, lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. Extension and termination options are included, when possible, to provide local management with greater flexibility to align its need for access to equipment with the fulfilment of customer contracts. The individual terms and conditions used vary across the economic entity.

The majority of extension and termination options held are exercisable only by Lessee and not by the respective lessors. In cases in which Lessee is not reasonably certain to use an optional extended lease term, payments associated with the optional period are not included within lease liabilities.

During 20X0, the financial effect of revising lease terms to reflect the effect of exercising extension and termination options was an increase in recognized lease liabilities of CU489.

In addition, Lessee has a number of lease arrangements containing annual break clauses at no penalty. These leases are classified as short-term leases and are not included within lease liabilities. The short-term lease expense of CU30 recognized during 20X0 included CU27 relating to leases with an annual break clause.

Lessee with a High Volume of Leases with Some Consistent Terms and Options

Example 23B: City XYZ (Lessee) has a high volume of property leases containing penalty free termination options that are exercisable at the option of Lessee. Lessee's policy is to have termination options in leases of more than five years, whenever possible. Lessee has a central property team that negotiates leases. Lessee concludes that information about termination options is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that information about (a) the potential exposure to future lease payments that are not included in the measurement of lease liabilities and (b) the proportion of termination options that have been exercised historically is the information that is relevant to users of its financial statements. Lessee also notes that presenting this information on the basis of the same operation for which segment information is disclosed applying IPSAS 18 is relevant to users of its financial statements. This is similar to the information that is reported to Lessee's senior management about termination options.

Many of the property leases across the city contain termination options. These options are used to limit the period to which the city is committed to individual lease contracts and to maximize operational flexibility in terms of opening and closing individual offices. For most leases of offices, recognized lease liabilities do not include potential future rental payments after the exercise date of termination options because Lessee is not reasonably certain to extend the lease beyond that date. This is the case for most leases for which a longer lease period can be enforced only by Lessee and not by the landlord, and for which there is no penalty associated with the option.

Potential future rental payments relating to periods following the exercise date of termination options are summarized below.

Segment	Lease liabilities recognized (discounted) CU	Potential future lease payments not included in lease liabilities (undiscounted)		
		Payable during 20X1–20X5	Payable during 20X6–20Y0	Total
		CU	CU	CU
Operation A	569	71	94	165
Operation B	2,455	968	594	1,562
Operation C	269	99	55	154
Operation D	1,002	230	180	410
Operation E	914	181	321	502
	5,209	1,549	1,244	2,793

The table below summarizes the rate of exercise of termination options during 20X0.

Segment	Termination option exercisable during 20X0	Termination option not exercised	Termination option exercised
	No. of leases	No. of leases	No. of leases
Operation A	33	30	3
Operation B	86	69	17
Operation C	19	18	1
Operation D	30	5	25
Operation E	66	40	26
	234	162	72

Example 23C: Lessee has a high volume of large equipment leases containing extension options that are exercisable by Lessee during the lease. Lessee's policy is to use extension options to align, when possible, committed lease terms for large equipment with the initial contractual term of associated customer contracts, whilst retaining flexibility to manage its large equipment and reallocate assets across contracts. Lessee concludes that information about extension options is relevant to users of its financial statements and is not available elsewhere in its financial statements. In particular, Lessee concludes that (a) information about the potential exposure to future lease payments that are not included in the measurement of lease liabilities and (b) information about the historical rate of exercise of extension options is the information that is relevant to users of its financial statements. This is similar to the information that is reported to Lessee's senior management about extension options.

Many of the large equipment leases across the city contain extension options. These terms are used to maximize operational flexibility in terms of managing contracts. These terms are not reflected in measuring lease liabilities in many cases because the options are not reasonably certain to be exercised. This is generally the case when the underlying large equipment has not been allocated for use on a particular customer contract after the exercise date of an extension option. The table below summarizes potential future rental payments relating to periods following the exercise dates of extension options.

Segment	Lease liabilities recognized (discounted)	Potential future lease payments not included in lease liabilities (discounted)	Historical rate of exercise of extension options
	CU	CU	%
Operation A	569	799	52%
Operation B	2,455	269	69%
Operation C	269	99	75%
Operation D	1,002	111	41%
Operation E	914	312	76%
	5,209	1,590	67%

Sale and Leaseback Transactions (see paragraphs 97–102)

IE11. Example 24 illustrates the application of the requirements in paragraphs 97–102 of [draft] IPSAS [X] (ED-75) for a seller-lessee and a buyer-lessor.

Example 24—Sale and Leaseback Transaction

An entity (Seller-lessee) sells a building to another entity (Buyer-lessor) for cash of CU2,000,000. Immediately before the transaction, the building is carried at a cost of CU1,000,000. At the same time, Seller-lessee enters into a contract with Buyer-lessor for the right to use the building for 18 years, with annual payments of CU120,000 payable at the end of each year. The terms and conditions of the transaction are such that the transfer of the building by Seller-lessee satisfies the requirements for determining when a performance obligation is [draft] IPSAS [X] (ED 70), **Revenue with Performance Obligations**. Accordingly, Seller-lessee and Buyer-lessor account for the transaction as a sale and leaseback. This example ignores any initial direct costs.

The fair value of the building at the date of sale is CU1,800,000. Because the consideration for the sale of the building is not at fair value, Seller-lessee and Buyer-lessor make adjustments to measure the sale proceeds at fair value. The amount of the excess sale price of CU200,000 (CU2,000,000 – CU1,800,000) is recognized as additional financing provided by Buyer-lessor to Seller-lessee.

The interest rate implicit in the lease is 4.5 per cent per annum, which is readily determinable by Seller-lessee. The present value of the annual payments (18 payments of CU120,000, discounted at 4.5 per cent per annum) amounts to CU1,459,200, of which CU200,000 relates to the additional financing and CU1,259,200 relates to the lease—corresponding to 18 annual payments of CU16,447 and CU103,553, respectively.

Seller-lessee

At the commencement date, Seller-lessee measures the right-of-use asset arising from the leaseback of the building at the proportion of the previous carrying amount of the building that relates to the right of use retained by Seller-lessee, which is CU699,555. This is calculated as:

CU1,000,000 (the carrying amount of the building) ÷ CU1,800,000 (the fair value of the building) × CU1,259,200 (the discounted lease payments for the 18-year right-of-use asset).

Seller-lessee recognizes only the amount of the gain that relates to the rights transferred to Buyer-lessor of CU240,355 calculated as follows. The gain on sale of building amounts to CU800,000 (CU1,800,000 – CU1,000,000), of which:

- (a) CU559,645 (CU800,000 ÷ CU1,800,000 × CU1,259,200) relates to the right to use the building retained by Seller-lessee; and
- (b) CU240,355 (CU800,000 ÷ CU1,800,000 × (CU1,800,000 – CU1,259,200)) relates to the rights transferred to Buyer-lessor.

At the commencement date, Seller-lessee accounts for the transaction as follows.

Cash	CU2,000,000	
Right-of-use asset	CU699,555	
Building		CU1,000,000
Financial liability		CU1,459,200
Gain on rights transferred		CU240,355

Buyer-lessor

At the commencement date, Buyer-lessor accounts for the transaction as follows.

Building	CU1,800,000	
Financial asset	CU200,000 (18 payments of CU16,447, discounted at 4.5 per cent per annum)	
Cash		CU2,000,000

After the commencement date, Buyer-lessor accounts for the lease by treating CU103,553 of the annual payments of CU120,000 as lease payments. The remaining CU16,447 of annual payments received from Seller-lessee are accounted for as (a) payments received to settle the financial asset of CU200,000 and (b) interest revenue.

Comparison with IFRS 16

~~[draft]~~ IPSAS [X] ~~(ED-75)~~, Leases is drawn primarily from IFRS 16 (2016) Leases, including amendments up to May 2020.

The main differences between ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ and IFRS 16 are as follows:

- ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ uses different terminology from IFRS 16. For example, ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ uses the terms “revenue”, “operation”, “accumulated surpluses/(deficits)” and “segment”, while IFRS 16 uses the terms “income”, “business unit”, “retained earnings” and “business segment”, respectively.
- ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ refers to both “economic benefits” and “service potential”, where appropriate, in the section on identifying a lease, while IFRS 16 refers only to “economic benefits”.
- ~~[draft]~~ IPSAS [X] ~~(ED-75)~~ does not include specific requirements for manufacturer or dealer lessors, whereas IFRS 16 does.

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**International Public
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529 Fifth Avenue, New York, NY 10017
T + 1 (212) 286-9344 F +1 (212) 286-9570
www.ipsasb.org