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⁽¹⁾ Text with EEA relevance

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Acts whose titles are printed in light type are those relating to day-to-day management of agricultural matters, and are generally valid for a limited period.

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⁽¹⁾ Text with EEA relevance

II

(Non-legislative acts)

REGULATIONS

COUNCIL REGULATION (EU) 2016/1903

of 28 October 2016

fixing for 2017 the fishing opportunities for certain fish stocks and groups of fish stocks applicable in the Baltic Sea and amending Regulation (EU) 2016/72

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43(3) thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) Article 43(3) of the Treaty provides that the Council is to adopt measures on the fixing and allocation of fishing opportunities, on a proposal from the Commission.
- (2) Regulation (EU) No 1380/2013 of the European Parliament and of the Council ⁽¹⁾ requires that conservation measures be adopted taking into account available scientific, technical and economic advice including, where relevant, reports drawn up by the Scientific, Technical and Economic Committee for Fisheries and other advisory bodies, as well as in the light of any advice received from Advisory Councils and joint recommendations made by Member States.
- (3) It is incumbent upon the Council to adopt measures on the fixing and allocation of fishing opportunities, including certain conditions functionally linked thereto, as appropriate. Fishing opportunities should be allocated to Member States in such a way as to ensure the relative stability of fishing activities of each Member State for each stock or fishery and having due regard to the objectives of the Common Fisheries Policy (CFP) set out in Regulation (EU) No 1380/2013.
- (4) Regulation (EU) No 1380/2013 provides that the objective of the CFP is to achieve the maximum sustainable yield exploitation rate by 2015 where possible and, on a progressive, incremental basis at the latest by 2020 for all stocks.
- (5) The total allowable catches (TACs) should therefore be established, in accordance with Regulation (EU) No 1380/2013, on the basis of the available scientific advice, taking into account biological and socioeconomic aspects whilst ensuring fair treatment between fishing sectors, as well as in having regard to the opinions expressed during the consultation with stakeholders.
- (6) Regulation (EU) 2016/1139 of the European Parliament and of the Council ⁽²⁾ establishes a multiannual plan for the stocks of cod, herring and sprat in the Baltic Sea and for the fisheries exploiting those stocks ('the plan'). The plan aims to ensure that exploitation of living marine biological resources restores and maintains populations of

⁽¹⁾ Regulation (EU) No 1380/2013 of the European Parliament and of the Council of 11 December 2013 on the Common Fisheries Policy, amending Council Regulations (EC) No 1954/2003 and (EC) No 1224/2009 and repealing Council Regulations (EC) No 2371/2002 and (EC) No 639/2004 and Council Decision 2004/585/EC (OJ L 354, 28.12.2013, p. 22).

⁽²⁾ Regulation (EU) 2016/1139 of the European Parliament and of the Council of 6 July 2016 establishing a multiannual plan for the stocks of cod, herring and sprat in the Baltic Sea and the fisheries exploiting those stocks, amending Council Regulation (EC) No 2187/2005 and repealing Council Regulation (EC) No 1098/2007 (OJ L 191, 15.7.2016, p. 1).

harvested species above levels which can produce the maximum sustainable yield. To that end, the target fishing mortality for the stocks concerned, expressed in ranges, is to be achieved as soon as possible and, on a progressive, incremental basis, by 2020. It is appropriate that the catch limits applicable in 2017 for the cod, herring and sprat stocks in the Baltic Sea are established with a view to achieving the objectives of the plan.

- (7) According to the Plan, when scientific advice indicates that the spawning stock biomass of any of the stocks concerned is below the reference points for spawning stock biomass set out in Annex II to Regulation (EU) 2016/1139, all appropriate remedial measures are to be adopted in order to ensure the rapid return of the stock concerned to levels above the level capable of producing the maximum sustainable yield. The International Council for the Exploration of the Sea (ICES) has indicated the biomass of Western stock of Baltic cod to be below the conservation reference points set out in Annex II to that Regulation. Consequently, it is appropriate that fishing opportunities for Western Baltic cod are set below the fishing mortality range in Annex I, column B to Regulation (EU) 2016/1139, at such a level that takes into account the decrease in the biomass. To that end, it is necessary to take into account the timeline for the achievement of the objectives of the CFP in general and of the plan in particular, the expected effect of remedial measures taken and the need to ensure economic, social and employment benefits, as set out in Article 2 of Regulation (EU) No 1380/2013.
- (8) Further remedial measures should be taken. An extension of the currently applicable six-week closure period by additional two weeks would increase protection for spawning aggregations of cod. According to scientific advice, recreational fisheries for the Western Baltic cod contributes significantly to the overall fishing mortality of that stock. Taking into account the current status of that stock, it is appropriate to adopt certain measures on recreational fisheries. More particularly, a daily bag limit per fisherman should apply that should be more restrictive during the spawning period. This is without prejudice to the principle of relative stability applicable to commercial fishing activities.
- (9) As regards the Eastern stock of Baltic cod, due to changes in its biology, the ICES has not been able to establish biological reference points and has instead advised that the TAC for that cod stock be based on a data limited approach. It is therefore appropriate, in order to contribute to the achievement of the objectives of the plan, to fix the TAC for Eastern Baltic cod in accordance with the precautionary approach.
- (10) As regards the in the Gulf of Riga herring, available scientific advice indicates a presence of a very strong 2015 year-class. Fixing of a TAC in accordance with the fishing mortality range set out in Annex I, column A to Regulation (EU) 2016/1139, would lead to a considerable increase of the spawning stock biomass that would in turn lead to a high competition for food, slower growth, a lower condition factor and overall lower quality of the fish. Given that the spawning stock biomass of this stock is above the biomass reference point set out in Annex II, column A to that Regulation, it is appropriate to fix the TAC in accordance with the fishing mortality ranges set out in Annex I, column B to that Regulation, as this is necessary to avoid serious harm to this stock caused by intra-species stock dynamics within the meaning of point (b) of Article 4(4) of that Regulation.
- (11) The use of the fishing opportunities set out in this Regulation should be subject to Council Regulation (EC) No 1224/2009⁽¹⁾, and in particular to Articles 33 and 34 thereof concerning the recording of catches and fishing effort, and to the transmission of data on the exhaustion of fishing opportunities to the Commission. This Regulation should therefore specify the codes relating to landings of stocks subject to this Regulation that are to be used by Member States when sending data to the Commission.
- (12) Council Regulation (EC) No 847/96⁽²⁾ introduced additional conditions for year-to-year management of TACs including, under Articles 3 and 4, flexibility provisions for precautionary and analytical TACs. Under Article 2 of that Regulation, when fixing the TACs, the Council is to decide to which stocks Articles 3 or 4 shall not apply, in particular on the basis of the biological status of the stocks. More recently, the year-to-year flexibility mechanism was introduced by Article 15(9) of Regulation (EU) No 1380/2013 for all stocks that are subject to the landing obligation. Therefore, in order to avoid excessive flexibility that would undermine the principle of rational and

⁽¹⁾ Council Regulation (EC) No 1224/2009 of 20 November 2009 establishing a Community control system for ensuring compliance with the rules of the common fisheries policy, amending Regulations (EC) No 847/96, (EC) No 2371/2002, (EC) No 811/2004, (EC) No 768/2005, (EC) No 2115/2005, (EC) No 2166/2005, (EC) No 388/2006, (EC) No 509/2007, (EC) No 676/2007, (EC) No 1098/2007, (EC) No 1300/2008, (EC) No 1342/2008 and repealing Regulations (EEC) No 2847/93, (EC) No 1627/94 and (EC) No 1966/2006 (OJL 343, 22.12.2009, p. 1).

⁽²⁾ Council Regulation (EC) No 847/96 of 6 May 1996 introducing additional conditions for year-to-year management of TACs and quotas (OJL 115, 9.5.1996, p. 3).

responsible exploitation of living marine biological resources, hinder the achievement of the objectives of the CFP and deteriorate the biological status of the stocks, it should be established that Articles 3 and 4 of Regulation (EC) No 847/96 apply to analytical TACs only where the year-to-year flexibility provided for in Article 15(9) of Regulation (EU) No 1380/2013 is not used.

- (13) Based on new scientific advice, a preliminary TAC for Norway pout in ICES area IIIa and Union waters of ICES areas IIa and IV should be set for the period of 1 November 2016 to 31 October 2017. Therefore, Regulation (EU) 2016/72 should be amended accordingly. In order to avoid interruption of fishing activities, the provisions concerning Norway pout should apply from 1 November 2016.
- (14) In order to avoid interruption of fishing activities and to ensure the livelihoods of Union fishermen, this Regulation should apply from 1 January 2017. For reasons of urgency, this Regulation should enter into force immediately after its publication,

HAS ADOPTED THIS REGULATION:

CHAPTER I

GENERAL PROVISIONS

Article 1

Subject matter

This Regulation fixes the fishing opportunities for certain fish stocks and groups of fish stocks in the Baltic Sea for 2017.

Article 2

Scope

1. This Regulation shall apply to Union fishing vessels operating in the Baltic Sea.
2. This Regulation shall also apply to recreational fisheries where they are expressly referred to in the relevant provisions.

Article 3

Definitions

For the purposes of this Regulation, the definitions referred to in Article 4 of Regulation (EU) No 1380/2013 apply. In addition, the following definitions apply:

- (1) 'subdivision' means an ICES subdivision of the Baltic Sea as defined in Annex I to Council Regulation (EC) No 2187/2005 ⁽¹⁾;
- (2) 'total allowable catch' (TAC) means the quantity of each stock that can be caught over the period of a year;

⁽¹⁾ Council Regulation (EC) No 2187/2005 of 21 December 2005 for the conservation of fishery resources through technical measures in the Baltic Sea, the Belts and the Sound, amending Regulation (EC) No 1434/98 and repealing Regulation (EC) No 88/98 (OJ L 349, 31.12.2005, p. 1).

- (3) 'quota' means a proportion of the TAC allocated to the Union, a Member State or a third country;
- (4) 'recreational fisheries' means non-commercial fishing activities exploiting marine biological resources such as for recreation, tourism or sport.

CHAPTER II

FISHING OPPORTUNITIES

Article 4

TACs and allocations

The TACs, the quotas and the conditions functionally linked thereto, where appropriate, are set out in the Annex.

Article 5

Special provisions on allocations of fishing opportunities

The allocation of fishing opportunities among Member States, as set out in this Regulation, shall be without prejudice to:

- (a) exchanges made pursuant to Article 16(8) of Regulation (EU) No 1380/2013;
- (b) deductions and reallocations made pursuant to Article 37 of Regulation (EC) No 1224/2009;
- (c) additional landings allowed under Article 3 of Regulation (EC) No 847/96 or under Article 15(9) of Regulation (EU) No 1380/2013;
- (d) quantities withheld in accordance with Article 4 of Regulation (EC) No 847/96 or transferred under Article 15(9) of Regulation (EU) No 1380/2013;
- (e) deductions made pursuant to Articles 105 and 107 of Regulation (EC) No 1224/2009.

Article 6

Conditions for landing catches and by-catches

1. Catches of species which are subject to catch limits and which have been caught in fisheries specified in Article 15(1) of Regulation (EU) No 1380/2013 are subject to the landing obligation, as established in that Article.
2. The stocks of non-target species within the safe biological limits referred to in Article 15(8) of Regulation (EU) No 1380/2013 are identified in the Annex of this Regulation for the purpose of the derogation from the obligation to count catches against the relevant quota provided for in that Article.

Article 7

Measures on recreational fisheries for cod in subdivisions 22-24

1. In recreational fisheries, no more than five specimens of cod may be retained per fisherman per day in subdivisions 22-24.
2. By derogation from paragraph 1, no more than three specimens of cod may be retained per fisherman per day in subdivisions 22-24 in the period from 1 February 2017 to 31 March 2017.
3. Paragraphs 1 and 2 are without prejudice to more stringent national measures.

CHAPTER III

FINAL PROVISIONS

Article 8

Data transmission

When, pursuant to Articles 33 and 34 of Regulation (EC) No 1224/2009, Member States send data relating to quantities of stocks caught or landed to the Commission, they shall use the stock codes set out in the Annex to this Regulation.

Article 9

Flexibility

1. Except where specified otherwise in the Annex to this Regulation, Article 3 of Regulation (EC) No 847/96 shall apply to stocks subject to precautionary TACs and Article 3(2) and (3) and Article 4 of that Regulation shall apply to stocks subject to an analytical TAC.
2. Article 3(2) and (3) and Article 4 of Regulation (EC) No 847/96 shall not apply where a Member State uses the year-to-year flexibility provided for in Article 15(9) of Regulation (EU) No 1380/2013.

Article 10

Amendment to Regulation (EU) 2016/72

In Annex IA to Regulation (EU) 2016/72, the entry for Norway pout in IIIa and Union waters of IIa and IV is replaced by the following:

Species:	Norway pout and associated by-catches <i>Trisopterus esmarkii</i>		Zone:	IIIa; Union waters of IIa and IV (NOP/2A3A4.)
Year	2016	2017		
Denmark	128 880 ⁽¹⁾ ⁽³⁾	99 907 ⁽¹⁾ ⁽⁶⁾		
Germany	25 ⁽¹⁾ ⁽²⁾ ⁽³⁾	19 ⁽¹⁾ ⁽²⁾ ⁽⁶⁾		
The Netherlands	95 ⁽¹⁾ ⁽²⁾ ⁽³⁾	74 ⁽¹⁾ ⁽²⁾ ⁽⁶⁾		
Union	129 000 ⁽¹⁾ ⁽³⁾	100 000 ⁽¹⁾ ⁽⁶⁾		
Norway	15 000 ⁽⁴⁾			
Faroe Islands	6 000 ⁽⁵⁾			
TAC	Not relevant	Not relevant		<div style="border: 1px solid black; padding: 5px;"> Analytical TAC Article 3 of Regulation (EC) No 847/96 shall not apply Article 4 of Regulation (EC) No 847/96 shall not apply </div>

⁽¹⁾ Without prejudice to the landing obligation, catches of whiting may be counted against up to 5 % of the quota (OT2/*2A3A4), provided that not more than 9 % in total of this quota for Norway pout is accounted for by these catches and by-catches of those species that are accounted for under Article 15(8) of Regulation (EU) No 1380/2013.

⁽²⁾ Quota may be fished in Union waters of ICES zones IIa, IIIa and IV only.

⁽³⁾ Union quota may only be fished from 1 January to 31 October 2016.

⁽⁴⁾ A sorting grid shall be used.

⁽⁵⁾ A sorting grid shall be used. Includes a maximum of 15 % of unavoidable by-catches (NOP/*2A3A4), to be counted against this quota.

⁽⁶⁾ Union quota may be fished from 1 November 2016 to 31 October 2017.

*Article 11***Entry into force**

This Regulation shall enter into force on the day of its publication in the *Official Journal of the European Union*.

It shall apply from 1 January 2017, with the exception of Article 10 which shall apply from 1 November 2016.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 28 October 2016.

For the Council
The President
M. LAJČÁK

ANNEX

TACs APPLICABLE TO UNION FISHING VESSELS IN AREAS WHERE TACs EXIST BY SPECIES AND BY AREA

The following tables set out the TACs and quotas (in tonnes live weight, except where otherwise specified) by stock, and conditions functionally linked thereto.

The references to fishing zones are references to ICES zones, unless otherwise specified.

The fish stocks are referred to using the alphabetical order of the Latin names of the species.

For the purposes of this Regulation, the following comparative table of Latin names and common names is provided:

Scientific name	Alpha-3 code	Common name
<i>Clupea harengus</i>	HER	Herring
<i>Gadus morhua</i>	COD	Cod
<i>Pleuronectes platessa</i>	PLE	Plaice
<i>Salmo salar</i>	SAL	Atlantic salmon
<i>Sprattus sprattus</i>	SPR	Sprat

Species:	Herring <i>Clupea harengus</i>	Zone:	Subdivisions 30-31 (HER/30/31.)
Finland	115 599		
Sweden	25 399		
Union	140 998		
TAC	140 998		Analytical TAC

Species:	Herring <i>Clupea harengus</i>	Zone:	Subdivisions 22-24 (HER/3BC+24)
Denmark	3 981		
Germany	15 670		
Finland	2		
Poland	3 695		
Sweden	5 053		
Union	28 401		
TAC	28 401		Analytical TAC Article 3(2) and (3) of Regulation (EC) No 847/96 shall not apply Article 4 of Regulation (EC) No 847/96 shall not apply Article 6(2) of this Regulation shall apply

Species: Herring <i>Clupea harengus</i>		Zone: Union waters of Subdivisions 25-27, 28.2, 29 and 32 (HER/3D-R30)
Denmark	4 205	
Germany	1 115	
Estonia	21 473	
Finland	41 914	
Latvia	5 299	
Lithuania	5 580	
Poland	47 618	
Sweden	63 925	
Union	191 129	
TAC	Not relevant	Analytical TAC Article 6(2) of this Regulation shall apply

Species: Herring <i>Clupea harengus</i>		Zone: Subdivision 28.1 (HER/03D.RG)
Estonia	14 350	
Latvia	16 724	
Union	31 074	
TAC	31 074	Analytical TAC Article 6(2) of this Regulation shall apply

Species Cod <i>Gadus morhua</i>		Zone: Union waters of Subdivisions 25-32 (COD/3DX32.)
Denmark	7 089	
Germany	2 820	
Estonia	691	
Finland	542	
Latvia	2 636	
Lithuania	1 736	
Poland	8 161	
Sweden	7 182	
Union	30 857	
TAC	Not relevant	Precautionary TAC Article 3(2) and (3) of Regulation (EC) No 847/96 shall not apply Article 4 of Regulation (EC) No 847/96 shall not apply

Species:	Cod <i>Gadus morhua</i>	Zone:	Subdivisions 22-24 (COD/3BC+24)
Denmark	2 444		
Germany	1 194		
Estonia	54		
Finland	48		
Latvia	202		
Lithuania	131		
Poland	654		
Sweden	870		
Union	5 597		
TAC	5 597 ⁽¹⁾		Analytical TAC Article 3(2) and (3) of Regulation (EC) No 847/96 shall not apply Article 4 of Regulation (EC) No 847/96 shall not apply

⁽¹⁾ This quota may be fished from 1 January to 31 January 2017 and from 1 April to 31 December 2017.

Species:	Plaice <i>Pleuronectes platessa</i>	Zone:	Union waters of Subdivisions 22-32 (PLE/3BCD-C)
Denmark	5 632		
Germany	626		
Poland	1 179		
Sweden	425		
Union	7 862		
TAC	7 862		Analytical TAC

Species:	Atlantic salmon <i>Salmo salar</i>	Zone:	Union waters of Subdivisions 22-31 (SAL/3BCD-F)
Denmark	19 879 ⁽¹⁾		
Germany	2 212 ⁽¹⁾		
Estonia	2 020 ⁽¹⁾		
Finland	24 787 ⁽¹⁾		
Latvia	12 644 ⁽¹⁾		
Lithuania	1 486 ⁽¹⁾		
Poland	6 030 ⁽¹⁾		
Sweden	26 870 ⁽¹⁾		
Union	95 928 ⁽¹⁾		
TAC	Not relevant		Analytical TAC Article 3(2) and (3) of Regulation (EC) No 847/96 shall not apply Article 4 of Regulation (EC) No 847/96 shall not apply

⁽¹⁾ Expressed by number of individual fish.

Species:	Atlantic salmon <i>Salmo salar</i>	Zone:	Union waters of Subdivision 32 (SAL/3D32.)
Estonia	1 075 ⁽¹⁾		
Finland	9 410 ⁽¹⁾		
Union	10 485 ⁽¹⁾		
TAC	Not relevant		Precautionary TAC

⁽¹⁾ Expressed by number of individual fish.

Species:	Sprat <i>Sprattus sprattus</i>	Zone:	Union waters of Subdivisions 22-32 (SPR/3BCD-C)
Denmark	25 745		
Germany	16 310		
Estonia	29 896		
Finland	13 477		
Latvia	36 107		
Lithuania	13 061		
Poland	76 627		
Sweden	49 770		
Union	260 993		
TAC	Not relevant		Analytical TAC Article 6(2) of this Regulation shall apply

COMMISSION DELEGATED REGULATION (EU) 2016/1904
of 14 July 2016
supplementing Regulation (EU) No 1286/2014 of the European Parliament and of the Council with
regard to product intervention

(Text with EEA relevance)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) ⁽¹⁾ and in particular Article 16(8) and Article 17(7) thereof,

Whereas:

- (1) This Regulation specifies certain aspects of the intervention powers granted to competent authorities and, in exceptional circumstances, the European Insurance and Occupational Pensions Authority (EIOPA) established and exercising its powers in accordance with Regulation (EU) No 1094/2010 of the European Parliament and of the Council ⁽²⁾, as regards the criteria and factors to be taken into account for determining the existence of a significant investor protection concern or threat to the orderly functioning and integrity of financial markets or to the stability of the whole or part of the financial system of at least one Member State or respectively of the Union.
- (2) A list of criteria and factors to be taken into account by competent authorities and EIOPA when determining such a concern or threat should be established to ensure a consistent approach while permitting appropriate action to be taken where unforeseen adverse events or developments occur. The existence of a 'threat', one of the prerequisites of the intervention in the perspective of the orderly functioning and integrity of financial or commodity markets or stability of the financial system, requires a higher threshold than the existence of a 'significant concern', which is the prerequisite of the intervention for investor protection. The need to assess all criteria and factors that could be present in a specific situation should not, however, prevent the temporary intervention power from being used by competent authorities and EIOPA where only one of the factors or criteria leads to such a concern or threat.
- (3) The provisions in this Regulation are closely linked, since they deal with the product intervention powers vested in both the national competent authorities and EIOPA. To ensure coherence between those provisions which should enter into force at the same time, and in order to facilitate a comprehensive view for stakeholders and, in particular, for EIOPA and competent authorities exercising the intervention powers, it is necessary to include these provisions in a single Regulation,

HAS ADOPTED THIS REGULATION:

Article 1

Criteria and factors for the purposes of EIOPA temporary product intervention powers

(Article 16(2) of Regulation (EU) No 1286/2014)

1. For the purposes of Article 16(2) of Regulation (EU) No 1286/2014, EIOPA shall assess the relevance of all factors and criteria listed in paragraph 2, and consider all relevant factors and criteria in determining when the marketing, distribution or sale of certain insurance-based investment products or a type of financial activity or practice creates a significant investor protection concern or a threat to the orderly functioning and integrity of financial markets or to the stability of the whole or part of the financial system of the Union.

⁽¹⁾ OJ L 352, 9.12.2014, p. 1.

⁽²⁾ Regulation (EU) No 1094/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Insurance and Occupational Pensions Authority), amending Decision No 716/2009/EC and repealing Commission Decision 2009/79/EC (OJ L 331, 15.12.2010, p. 48).

For the purpose of the first subparagraph, EIOPA may determine the existence of a significant investor protection concern or a threat to the orderly functioning and integrity of financial markets or to the stability of whole or part of the financial system of the Union based on one or more of those factors or criteria.

2. The factors and criteria to be assessed by EIOPA to determine whether there is a significant investor protection concern or a threat to the orderly functioning and integrity of financial markets or to the stability of whole or part of the financial system of the Union shall be the following:

- (a) the degree of complexity of the insurance-based investment product or type of financial activity or practice of an insurance or reinsurance undertaking, taking into account, in particular:
 - the type of the underlying assets and the degree of transparency of the underlying assets,
 - the degree of transparency of costs and charges associated with the insurance-based investment product, financial activity or financial practice and, in particular, the lack of transparency resulting from multiple layers of cost and charges,
 - the complexity of the performance calculation, taking into account in particular whether the return is dependent on the performance of one or more underlying assets which are in turn affected by other factors,
 - the nature and scale of any risks,
 - whether the insurance-based investment product or service is bundled with other products or services, or
 - the complexity of any terms and conditions;
- (b) the size of potential detrimental consequences, considering in particular:
 - the notional value of the insurance-based investment product,
 - the number of clients, investors or market participants involved,
 - the relative share the product in investors' portfolios,
 - the probability, scale and nature of any detriment, including the amount of loss potentially suffered,
 - the anticipated duration of the detrimental consequences,
 - the volume of the premium,
 - the number of intermediaries involved,
 - the growth of the market or sales,
 - the average amount invested by each investor in the insurance-based investment product,
 - the coverage level defined in national insurance guarantee schemes law, where such scheme exist, or
 - the value of the technical provisions with respect to the insurance-based investment products;
- (c) the type of investors involved in a financial activity or financial practice or to whom an insurance-based investment product is marketed or sold, taking into account, in particular:
 - whether the investor is a retail client, professional client or eligible counterparty as defined in Directive 2014/65/EU of the European Parliament and of the Council ⁽¹⁾,
 - features characterising investors' skills and abilities, including the level of education, experience with similar insurance-based investment products or selling practices,
 - features characterising investors' economic situation, including their income and wealth,

⁽¹⁾ Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (OJ L 173, 12.6.2014, p. 349).

- investors' core financial objectives, including pension savings and need for risk coverage,
 - whether the product or service is being sold to investors outside the intended target market, or whether the target market has not been adequately identified, or
 - the eligibility for coverage by an insurance guarantee scheme, where national insurance guarantee schemes exist;
- (d) the degree of transparency of the insurance-based investment product or type of activity or practice, taking into account, in particular:
- the type and transparency of the underlying assets,
 - any hidden costs and charges,
 - the use of techniques drawing investors' attention but not necessarily reflecting the suitability or overall quality of the insurance-based investment product or financial activity or financial practice,
 - the nature of risks and transparency of risks,
 - the use of product names or terminology or other information that imply a greater level of security or return than those which are actually possible or likely, or which imply product features that do not exist, or
 - whether there was insufficient, or insufficiently reliable, information about an insurance-based investment product to enable market participants to which it was targeted to form their judgment, taking into account the nature and type of insurance-based investment products;
- (e) the particular characteristics or underlying assets of the insurance-based investment product, financial activity or financial practice, including any embedded leverage, taking into account, in particular:
- the leverage inherent in the product,
 - the leverage due to financing, or
 - the features of securities financing transactions;
- (f) the existence and degree of disparity between the expected return or profit for investors and the risk of loss in relation to the insurance-based investment product, financial activity or financial practice, taking into account, in particular:
- the structuring cost of such insurance-based investment product, financial activity or financial practice and other costs,
 - the disparity in relation to the issuer's risk retained by the issuer, or
 - the risk/return profile;
- (g) the ease and cost with which investors are able to sell the relevant insurance-based investment product or to switch to another product, taking into account, in particular:
- the impediments to a change of investment strategy in relation to an insurance contract,
 - the fact that early withdrawal is contractually not allowed or made factually impossible, or
 - any other barriers to exit;
- (h) the pricing and associated costs of insurance-based investment product, financial activity or financial practice, taking into account, in particular:
- the use of hidden or secondary charges, or
 - charges that do not reflect the level of distribution service provided by the insurance intermediaries;

- (i) the degree of innovation of an insurance-based investment product, a financial activity or a financial practice, taking into account in particular:
 - the degree of innovation related to the structure of the insurance-based investment product, financial activity or financial practice, including embedding and triggering,
 - the degree of innovation related to the distribution model or length of intermediation chain,
 - the extent of innovation diffusion, including whether the insurance-based investment product, financial activity or financial practice is innovative for particular categories of investors,
 - innovation involving leverage,
 - the lack of transparency of the underlying assets, or
 - the past experience of the market with similar insurance-based investment products or selling practices for insurance-based investment products;
- (j) the selling practices associated with the insurance-based investment product, taking into account, in particular:
 - the communication and distribution channels used,
 - the information, marketing or other promotional material associated with the investment, or
 - whether the decision to buy is secondary or tertiary following an earlier purchase;
- (k) the financial and business situation of the issuer of an insurance-based investment product, taking into account, in particular:
 - the financial situation of the issuer, or
 - the suitability of reinsurance arrangements regarding the insurance-based investment products;
- (l) whether the underlying assets of the insurance-based investment product or financial activities or financial practice pose a high risk to the performance of transactions entered into by participants or investors in the relevant market;
- (m) whether the characteristics of an insurance-based investment product make it particularly susceptible to being used for the purposes of financial crime, in particular whether those characteristics could potentially encourage the use of the insurance-based investment products for:
 - any fraud or dishonesty,
 - misconduct in, or misuse of information in relation to a financial market,
 - handling the proceeds of crime,
 - the financing of terrorism, or
 - facilitating money laundering;
- (n) whether the financial activity or financial practice poses a particularly high risk to the resilience or smooth operation of markets;
- (o) whether an insurance-based investment product, financial activity or financial practice could lead to a significant and artificial disparity between prices of a derivative and those in the underlying market;
- (p) whether an insurance-based investment product, financial practice or financial activity poses a high risk to the market or payment systems infrastructure, including trading, clearing and settlement systems;
- (q) whether an insurance-based investment product, financial activity or financial practice may threaten investors' confidence in the financial system; or
- (r) whether the insurance-based investment product, financial practice or financial activity poses a high risk of disruption to financial institutions deemed to be important to the financial system of the Union.

*Article 2***Criteria and factors to be taken into account by competent authorities for the purposes of insurance-based investment product intervention powers**

(Article 17(2) of Regulation (EU) No 1286/2014)

1. For the purposes of Article 17(2) of Regulation (EU) No 1286/2014, competent authorities shall assess the relevance of all factors and criteria listed in paragraph 2, and take into consideration all relevant factor(s) and criteria in determining when the marketing, distribution or sale of certain insurance-based investment products or a type of financial activity or practice creates a significant investor protection concern or a threat to the orderly functioning and integrity of financial markets or to the stability of the whole or part of the financial system within at least one Member State.

For the purposes of the first subparagraph, competent authorities may determine the existence of a significant investor protection concern or a threat to the orderly functioning and integrity of financial markets or to the stability of whole or part of the financial system within at least one Member State based on one or more of those factors and criteria.

2. The factors and criteria to be assessed by competent authorities to determine whether there is a significant investor protection concern or a threat to the orderly functioning and integrity of financial markets or to the stability of whole or part of the financial system within at least one Member State shall include the following:

(a) the degree of complexity of the insurance-based investment product or type of financial activity or practice of an insurance or reinsurance undertaking, taking into account, in particular:

- the type of the underlying assets and the degree of transparency of the underlying assets,
- the degree of transparency of costs and charges associated with the insurance-based investment product, financial activity or financial practice and 'in particular, the lack of transparency resulting from multiple layers of cost and charges,
- the complexity of the performance calculation, taking into account whether the return is dependent on the performance of one or more underlying asset which are in turn affected by other factors,
- the nature and scale of any risks,
- whether the insurance-based investment product is bundled with other products or services, or
- the complexity of any terms and conditions;

(b) the size of potential detrimental consequences, considering in particular:

- the notional value of the insurance-based investment product,
- the number of clients, investors or market participants involved,
- the relative share the product in investors' portfolios,
- the probability, scale and nature of any detriment, including the amount of loss potentially suffered,
- the anticipated duration of the detrimental consequences,
- the volume of the premium,
- the number of intermediaries involved,
- the growth of the market or sales,

- the average amount invested by each investor in the insurance-based investment product,
 - the coverage level defined in national insurance guarantee schemes law, where such scheme exist, or
 - the value of the technical provisions with respect to the insurance-based investment products;
- (c) the type of investors involved in a financial activity or financial practice or to whom an insurance-based investment product is marketed or sold, taking into account, in particular:
- whether the investor is a retail client, professional client or eligible counterparty as defined in Directive 2014/65/EU,
 - investors' skills and abilities, including the level of education, experience with similar insurance-based investment products or selling practices,
 - investors' economic situation, including their income and wealth,
 - investors' core financial objectives, including pension savings and need for risk coverage,
 - whether the product or service is being sold to investors outside the intended target market, or whether the target market has not been adequately identified, or
 - the eligibility for coverage by an insurance guarantee scheme, where national insurance guarantee schemes exist;
- (d) the degree of transparency of the insurance-based investment product or type of activity or practice, taking into account, in particular:
- the type and transparency of the underlying assets,
 - any hidden costs and charges,
 - the use of techniques drawing investors' attention but not necessarily reflecting the suitability or overall quality of the insurance-based investment product or financial activity or financial practice,
 - the nature of risks and transparency of risks,
 - the use of product names or terminology or other information that imply greater levels of security or return than those which are actually possible or likely, or which imply product features that do not exist, or
 - whether there was insufficient, or insufficiently reliable, information about an insurance-based investment product to enable market participants to which it was targeted to form their judgment, taking into account the nature and type of insurance-based investment products;
- (e) the particular characteristics or underlying assets of the insurance-based investment product financial activity or financial practice, including any embedded leverage taking into account, in particular:
- the leverage inherent in the product,
 - the leverage due to financing, or
 - the features of securities financing transactions;
- (f) the existence and degree of disparity between the expected return or profit for investors and the risk of loss in relation to the insurance-based investment product, financial activity or financial practice, taking into account in particular:
- the structuring cost of such insurance-based investment product, financial activity or financial practice and other costs,
 - the disparity in relation to the issuer's risk retained by the issuer, or
 - the risk/return profile;
- (g) the ease and cost with which investors are able to sell the relevant insurance-based investment product or to switch to another product, taking into account in particular:
- the impediments when changing an investment strategy in relation to an insurance contract,

- the fact that early withdrawal is not allowed or it is allowed at such contractual condition that it can be considered as not allowed, or
- any other barriers to exit;
- (h) the pricing and associated costs of insurance-based investment product, financial activity or financial practice, taking into account' in particular:
 - the use of hidden or secondary charges, or
 - charges that do not reflect the level of distribution service provided by the insurance intermediaries;
- (i) the degree of innovation of an insurance-based investment product, a financial activity or a financial practice, taking into account in particular:
 - the degree of innovation related to the structure of the insurance-based investment product, a financial activity or a financial practice, including embedding and triggering,
 - the degree of innovation relating to the distribution model or length of intermediation chain,
 - the extent of innovation diffusion, including whether the insurance-based investment product, financial activity or financial practice is innovative for particular categories of investors,
 - innovation involving leverage,
 - the lack of transparency of the underlying assets, or
 - the past experience of the market with similar insurance-based investment products or selling practices for insurance-based investment products;
- (j) the selling practices associated with the insurance-based investment product, taking into account in particular:
 - the communication and distribution channels used,
 - the information, marketing or other promotional material associated with the investment, or
 - whether the decision to buy is secondary or tertiary following an earlier purchase;
- (k) the financial and business situation of the issuer of an insurance-based investment product, taking into account in particular:
 - the financial situation of the issuer, or
 - the suitability of reinsurance arrangements regarding the insurance-based investment products;
- (l) whether the underlying assets of the insurance-based investment product or financial activities or financial practice pose a high risk to the performance of transactions entered into by participants or investors in the relevant market;
- (m) whether the characteristics of an insurance-based investment product make it particularly susceptible to being used for the purposes of financial crime, in particular whether those characteristics could potentially encourage the use of the insurance-based investment products for:
 - any fraud or dishonesty,
 - misconduct in, or misuse of information, in relation to a financial market,
 - handling the proceeds of crime,
 - the financing of terrorism, or
 - facilitating money laundering;
- (n) whether the financial activity or financial practice poses a particularly high risk to the resilience or smooth operation of markets;
- (o) whether an insurance-based investment product, financial activity or financial practice could lead to a significant and artificial disparity between prices of a derivative and those in the underlying market;

- (p) whether an insurance-based investment product, financial practice or financial activity poses a risk to the market or payment systems infrastructure, including trading, clearing and settlement systems;
- (q) whether an insurance-based investment product, financial activity or financial practice may threaten investors' confidence in the financial system; or
- (r) whether the insurance-based investment product, financial practice or financial activity poses a high risk of disruption to financial institutions deemed to be important to the financial system of the Member State of the relevant competent authority.

Article 3

Entry into force

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

It shall apply from 31 December 2016.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 14 July 2016.

For the Commission
The President
Jean-Claude JUNCKER

COMMISSION REGULATION (EU) 2016/1905**of 22 September 2016****amending Regulation (EC) No 1126/2008 adopting certain international accounting standards in accordance with Regulation (EC) No 1606/2002 of the European Parliament and of the Council as regards International Financial Reporting Standard 15****(Text with EEA relevance)**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EC) No 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards ⁽¹⁾, and in particular Article 3(1) thereof,

Whereas:

- (1) By Commission Regulation (EC) No 1126/2008 ⁽²⁾ certain international standards and interpretations that were in existence on 15 October 2008 were adopted.
- (2) In May 2014, the International Accounting Standards Board (IASB) issued a new International Financial Reporting Standard (IFRS) 15 entitled *Revenue from Contracts with Customers*. This standard aims to improve the financial reporting of revenue and to improve comparability of the top line in financial statements globally.
- (3) In September 2015 the IASB issued an amendment to IFRS 15 that defers the effective date from 1 January 2017 to 1 January 2018.
- (4) IFRS 15 contains some references to IFRS 9 that at present cannot be applied as IFRS 9 has not been adopted by the Union. Therefore, any reference to IFRS 9 as laid down in the Annex to this Regulation should be read as a reference to International Accounting Standard (IAS) 39 *Financial Instruments: Recognition and Measurement*.
- (5) Adoption of IFRS 15 implies by way of consequence amendments to IFRS 1, 3 and 4, IAS 1, 2, 12, 16, 32, 34, 36, 37, 38, 39 and 40, Interpretation of the International Financial Reporting Interpretations Committee (IFRIC) 12, Interpretation of the Standing Interpretations Committee (SIC) 27 and SIC 32 in order to ensure consistency between international accounting standards. Moreover, it implies by way of consequence the withdrawal of IAS 11 and 18, IFRIC 13, IFRIC 15 and IFRIC 18 and SIC 31.
- (6) The European Financial Reporting Advisory Group confirms that IFRS 15 meets the criteria for adoption set out in Article 3(2) of Regulation (EC) No 1606/2002.
- (7) Regulation (EC) No 1126/2008 should therefore be amended accordingly.
- (8) The measures provided for in this Regulation are in accordance with the opinion of the Accounting Regulatory Committee,

⁽¹⁾ OJ L 243, 11.9.2002, p. 1.⁽²⁾ Commission Regulation (EC) No 1126/2008 of 3 November 2008 adopting certain international accounting standards in accordance with Regulation (EC) No 1606/2002 of the European Parliament and of the Council (OJ L 320, 29.11.2008, p. 1).

HAS ADOPTED THIS REGULATION:

Article 1

1. The Annex to Regulation (EC) No 1126/2008 is amended as follows:
 - (a) International Financial Reporting Standard (IFRS) 15 *Revenue from Contracts with Customers* is inserted as set out in the Annex to this Regulation;
 - (b) IFRS 1 *First-time Adoption of International Financial Reporting Standards*, IFRS 3 *Business Combinations*, IFRS 4 *Insurance Contracts*, International Accounting Standard (IAS) 1 *Presentation of Financial Statements*, IAS 2 *Inventories*, IAS 12 *Income Taxes*, IAS 16 *Property, Plant and Equipment*, IAS 32 *Financial Instruments: Presentation*, IAS 34 *Interim Financial Reporting*, IAS 36 *Impairment of Assets*, IAS 37 *Provisions, Contingent Liabilities and Contingent Assets*, IAS 38 *Intangible Assets*, IAS 39 *Financial Instruments: Recognition and Measurement*, IAS 40 *Investment Property*, Interpretation of the International Financial Reporting Interpretations Committee IFRIC 12 *Service Concession Arrangements*, Interpretation of the Standing Interpretations Committee (SIC) 27 *Evaluating the Substance of Transactions Involving the Legal Form of Lease*, SIC 32 *Intangible Assets — Web Site Costs*, are amended in accordance with IFRS 15 as set out in the Annex to this Regulation;
 - (c) IAS 11 *Construction Contracts*, IAS 18 *Revenue*, IFRIC 13 *Customer Loyalty Programmes*, IFRIC 15 *Agreements for the Construction of Real Estate* and IFRIC 18 *Transfers of Assets from Customers* and SIC-31 *Revenue — Barter Transactions Involving Advertising Services* are replaced in accordance with IFRS 15 as set out in the Annex to this Regulation.
2. Any reference to IFRS 9 as laid down in the Annex to this Regulation shall be read as a reference to IAS 39 *Financial Instruments: Recognition and Measurement*.

Article 2

Each company shall apply the amendments referred to in Article 1(1), at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018.

Article 3

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 22 September 2016.

For the Commission
The President
Jean-Claude JUNCKER

ANNEX

International Financial Reporting Standard 15

Revenue from Contracts with Customers

International Financial Reporting Standard 15***Revenue from Contracts with Customers***

OBJECTIVE

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

Meeting the objective

2. To meet the objective in paragraph 1, the core principle of this Standard is that an entity shall recognise revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.
3. An entity shall consider the terms of the contract and all relevant facts and circumstances when applying this Standard. An entity shall apply this Standard, including the use of any practical expedients, consistently to contracts with similar characteristics and in similar circumstances.
4. This Standard specifies the accounting for an individual contract with a customer. However, as a practical expedient, an entity may apply this Standard to a portfolio of contracts (or *performance obligations*) with similar characteristics if the entity reasonably expects that the effects on the financial statements of applying this Standard to the portfolio would not differ materially from applying this Standard to the individual contracts (or *performance obligations*) within that portfolio. When accounting for a portfolio, an entity shall use estimates and assumptions that reflect the size and composition of the portfolio.

SCOPE

5. An entity shall apply this Standard to all contracts with customers, except the following:
 - (a) lease contracts within the scope of IAS 17 *Leases*;
 - (b) insurance contracts within the scope of IFRS 4 *Insurance Contracts*;
 - (c) financial instruments and other contractual rights or obligations within the scope of IFRS 9 *Financial Instruments*, IFRS 10 *Consolidated Financial Statements*, IFRS 11 *Joint Arrangements*, IAS 27 *Separate Financial Statements* and IAS 28 *Investments in Associates and Joint Ventures*; and
 - (d) non-monetary exchanges between entities in the same line of business to facilitate sales to customers or potential customers. For example, this Standard would not apply to a contract between two oil companies that agree to an exchange of oil to fulfil demand from their customers in different specified locations on a timely basis.
6. An entity shall apply this Standard to a contract (other than a contract listed in paragraph 5) only if the counterparty to the contract is a customer. A customer is a party that has contracted with an entity to obtain goods or services that are an output of the entity's ordinary activities in exchange for consideration. A counterparty to the contract would not be a customer if, for example, the counterparty has contracted with the entity to participate in an activity or process in which the parties to the contract share in the risks and benefits that result from the activity or process (such as developing an asset in a collaboration arrangement) rather than to obtain the output of the entity's ordinary activities.

7. A contract with a customer may be partially within the scope of this Standard and partially within the scope of other Standards listed in paragraph 5.
 - (a) If the other Standards specify how to separate and/or initially measure one or more parts of the contract, then an entity shall first apply the separation and/or measurement requirements in those Standards. An entity shall exclude from the *transaction price* the amount of the part (or parts) of the contract that are initially measured in accordance with other Standards and shall apply paragraphs 73–86 to allocate the amount of the transaction price that remains (if any) to each performance obligation within the scope of this Standard and to any other parts of the contract identified by paragraph 7(b).
 - (b) If the other Standards do not specify how to separate and/or initially measure one or more parts of the contract, then the entity shall apply this Standard to separate and/or initially measure the part (or parts) of the contract.
8. This Standard specifies the accounting for the incremental costs of obtaining a contract with a customer and for the costs incurred to fulfil a contract with a customer if those costs are not within the scope of another Standard (see paragraphs 91–104). An entity shall apply those paragraphs only to the costs incurred that relate to a contract with a customer (or part of that contract) that is within the scope of this Standard.

RECOGNITION

Identifying the contract

9. **An entity shall account for a contract with a customer that is within the scope of this Standard only when all of the following criteria are met:**
 - (a) **the parties to the contract have approved the contract (in writing, orally or in accordance with other customary business practices) and are committed to perform their respective obligations;**
 - (b) **the entity can identify each party's rights regarding the goods or services to be transferred;**
 - (c) **the entity can identify the payment terms for the goods or services to be transferred;**
 - (d) **the contract has commercial substance (ie the risk, timing or amount of the entity's future cash flows is expected to change as a result of the contract); and**
 - (e) **it is probable that the entity will collect the consideration to which it will be entitled in exchange for the goods or services that will be transferred to the customer. In evaluating whether collectability of an amount of consideration is probable, an entity shall consider only the customer's ability and intention to pay that amount of consideration when it is due. The amount of consideration to which the entity will be entitled may be less than the price stated in the contract if the consideration is variable because the entity may offer the customer a price concession (see paragraph 52).**
10. A contract is an agreement between two or more parties that creates enforceable rights and obligations. Enforceability of the rights and obligations in a contract is a matter of law. Contracts can be written, oral or implied by an entity's customary business practices. The practices and processes for establishing contracts with customers vary across legal jurisdictions, industries and entities. In addition, they may vary within an entity (for example, they may depend on the class of customer or the nature of the promised goods or services). An entity shall consider those practices and processes in determining whether and when an agreement with a customer creates enforceable rights and obligations.
11. Some contracts with customers may have no fixed duration and can be terminated or modified by either party at any time. Other contracts may automatically renew on a periodic basis that is specified in the contract. An entity shall apply this Standard to the duration of the contract (ie the contractual period) in which the parties to the contract have present enforceable rights and obligations.

12. For the purpose of applying this Standard, a contract does not exist if each party to the contract has the unilateral enforceable right to terminate a wholly unperformed contract without compensating the other party (or parties). A contract is wholly unperformed if both of the following criteria are met:
 - (a) the entity has not yet transferred any promised goods or services to the customer; and
 - (b) the entity has not yet received, and is not yet entitled to receive, any consideration in exchange for promised goods or services.
13. If a contract with a customer meets the criteria in paragraph 9 at contract inception, an entity shall not reassess those criteria unless there is an indication of a significant change in facts and circumstances. For example, if a customer's ability to pay the consideration deteriorates significantly, an entity would reassess whether it is probable that the entity will collect the consideration to which the entity will be entitled in exchange for the remaining goods or services that will be transferred to the customer.
14. If a contract with a customer does not meet the criteria in paragraph 9, an entity shall continue to assess the contract to determine whether the criteria in paragraph 9 are subsequently met.
15. When a contract with a customer does not meet the criteria in paragraph 9 and an entity receives consideration from the customer, the entity shall recognise the consideration received as revenue only when either of the following events has occurred:
 - (a) the entity has no remaining obligations to transfer goods or services to the customer and all, or substantially all, of the consideration promised by the customer has been received by the entity and is non-refundable; or
 - (b) the contract has been terminated and the consideration received from the customer is non-refundable.
16. An entity shall recognise the consideration received from a customer as a liability until one of the events in paragraph 15 occurs or until the criteria in paragraph 9 are subsequently met (see paragraph 14). Depending on the facts and circumstances relating to the contract, the liability recognised represents the entity's obligation to either transfer goods or services in the future or refund the consideration received. In either case, the liability shall be measured at the amount of consideration received from the customer.

Combination of contracts

17. An entity shall combine two or more contracts entered into at or near the same time with the same customer (or related parties of the customer) and account for the contracts as a single contract if one or more of the following criteria are met:
 - (a) the contracts are negotiated as a package with a single commercial objective;
 - (b) the amount of consideration to be paid in one contract depends on the price or performance of the other contract; or
 - (c) the goods or services promised in the contracts (or some goods or services promised in each of the contracts) are a single performance obligation in accordance with paragraphs 22–30.

Contract modifications

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

19. A contract modification may exist even though the parties to the contract have a dispute about the scope or price (or both) of the modification or the parties have approved a change in the scope of the contract but have not yet determined the corresponding change in price. In determining whether the rights and obligations that are created or changed by a modification are enforceable, an entity shall consider all relevant facts and circumstances including the terms of the contract and other evidence. If the parties to a contract have approved a change in the scope of the contract but have not yet determined the corresponding change in price, an entity shall estimate the change to the transaction price arising from the modification in accordance with paragraphs 50–54 on estimating variable consideration and paragraphs 56–58 on constraining estimates of variable consideration.
20. An entity shall account for a contract modification as a separate contract if both of the following conditions are present:
- (a) the scope of the contract increases because of the addition of promised goods or services that are distinct (in accordance with paragraphs 26–30); and
 - (b) the price of the contract increases by an amount of consideration that reflects the entity's *stand-alone selling prices* of the additional promised goods or services and any appropriate adjustments to that price to reflect the circumstances of the particular contract. For example, an entity may adjust the stand-alone selling price of an additional good or service for a discount that the customer receives, because it is not necessary for the entity to incur the selling-related costs that it would incur when selling a similar good or service to a new customer.
21. If a contract modification is not accounted for as a separate contract in accordance with paragraph 20, an entity shall account for the promised goods or services not yet transferred at the date of the contract modification (ie the remaining promised goods or services) in whichever of the following ways is applicable:
- (a) An entity shall account for the contract modification as if it were a termination of the existing contract and the creation of a new contract, if the remaining goods or services are distinct from the goods or services transferred on or before the date of the contract modification. The amount of consideration to be allocated to the remaining performance obligations (or to the remaining distinct goods or services in a single performance obligation identified in accordance with paragraph 22(b)) is the sum of:
 - (i) the consideration promised by the customer (including amounts already received from the customer) that was included in the estimate of the transaction price and that had not been recognised as revenue; and
 - (ii) the consideration promised as part of the contract modification.
 - (b) An entity shall account for the contract modification as if it were a part of the existing contract if the remaining goods or services are not distinct and, therefore, form part of a single performance obligation that is partially satisfied at the date of the contract modification. The effect that the contract modification has on the transaction price, and on the entity's measure of progress towards complete satisfaction of the performance obligation, is recognised as an adjustment to revenue (either as an increase in or a reduction of revenue) at the date of the contract modification (ie the adjustment to revenue is made on a cumulative catch-up basis).
 - (c) If the remaining goods or services are a combination of items (a) and (b), then the entity shall account for the effects of the modification on the unsatisfied (including partially unsatisfied) performance obligations in the modified contract in a manner that is consistent with the objectives of this paragraph.

Identifying performance obligations

22. **At contract inception, an entity shall assess the goods or services promised in a contract with a customer and shall identify as a performance obligation each promise to transfer to the customer either:**
- (a) **a good or service (or a bundle of goods or services) that is distinct; or**
 - (b) **a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer (see paragraph 23).**

23. A series of distinct goods or services has the same pattern of transfer to the customer if both of the following criteria are met:
- (a) each distinct good or service in the series that the entity promises to transfer to the customer would meet the criteria in paragraph 35 to be a performance obligation satisfied over time; and
 - (b) in accordance with paragraphs 39–40, the same method would be used to measure the entity's progress towards complete satisfaction of the performance obligation to transfer each distinct good or service in the series to the customer.

Promises in contracts with customers

24. A contract with a customer generally explicitly states the goods or services that an entity promises to transfer to a customer. However, the performance obligations identified in a contract with a customer may not be limited to the goods or services that are explicitly stated in that contract. This is because a contract with a customer may also include promises that are implied by an entity's customary business practices, published policies or specific statements if, at the time of entering into the contract, those promises create a valid expectation of the customer that the entity will transfer a good or service to the customer.
25. Performance obligations do not include activities that an entity must undertake to fulfil a contract unless those activities transfer a good or service to a customer. For example, a services provider may need to perform various administrative tasks to set up a contract. The performance of those tasks does not transfer a service to the customer as the tasks are performed. Therefore, those setup activities are not a performance obligation.

Distinct goods or services

26. Depending on the contract, promised goods or services may include, but are not limited to, the following:
- (a) sale of goods produced by an entity (for example, inventory of a manufacturer);
 - (b) resale of goods purchased by an entity (for example, merchandise of a retailer);
 - (c) resale of rights to goods or services purchased by an entity (for example, a ticket resold by an entity acting as a principal, as described in paragraphs B34–B38);
 - (d) performing a contractually agreed-upon task (or tasks) for a customer;
 - (e) providing a service of standing ready to provide goods or services (for example, unspecified updates to software that are provided on a when-and-if-available basis) or of making goods or services available for a customer to use as and when the customer decides;
 - (f) providing a service of arranging for another party to transfer goods or services to a customer (for example, acting as an agent of another party, as described in paragraphs B34–B38);
 - (g) granting rights to goods or services to be provided in the future that a customer can resell or provide to its customer (for example, an entity selling a product to a retailer promises to transfer an additional good or service to an individual who purchases the product from the retailer);
 - (h) constructing, manufacturing or developing an asset on behalf of a customer;
 - (i) granting licences (see paragraphs B52–B63); and
 - (j) granting options to purchase additional goods or services (when those options provide a customer with a material right, as described in paragraphs B39–B43).
27. A good or service that is promised to a customer is distinct if both of the following criteria are met:
- (a) the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (ie the good or service is capable of being distinct); and

- (b) the entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (ie the good or service is distinct within the context of the contract).
28. A customer can benefit from a good or service in accordance with paragraph 27(a) if the good or service could be used, consumed, sold for an amount that is greater than scrap value or otherwise held in a way that generates economic benefits. For some goods or services, a customer may be able to benefit from a good or service on its own. For other goods or services, a customer may be able to benefit from the good or service only in conjunction with other readily available resources. A readily available resource is a good or service that is sold separately (by the entity or another entity) or a resource that the customer has already obtained from the entity (including goods or services that the entity will have already transferred to the customer under the contract) or from other transactions or events. Various factors may provide evidence that the customer can benefit from a good or service either on its own or in conjunction with other readily available resources. For example, the fact that the entity regularly sells a good or service separately would indicate that a customer can benefit from the good or service on its own or with other readily available resources.
29. Factors that indicate that an entity's promise to transfer a good or service to a customer is separately identifiable (in accordance with paragraph 27(b)) include, but are not limited to, the following:
- (a) the entity does not provide a significant service of integrating the good or service with other goods or services promised in the contract into a bundle of goods or services that represent the combined output for which the customer has contracted. In other words, the entity is not using the good or service as an input to produce or deliver the combined output specified by the customer.
- (b) the good or service does not significantly modify or customise another good or service promised in the contract.
- (c) the good or service is not highly dependent on, or highly interrelated with, other goods or services promised in the contract. For example, the fact that a customer could decide to not purchase the good or service without significantly affecting the other promised goods or services in the contract might indicate that the good or service is not highly dependent on, or highly interrelated with, those other promised goods or services.
30. If a promised good or service is not distinct, an entity shall combine that good or service with other promised goods or services until it identifies a bundle of goods or services that is distinct. In some cases, that would result in the entity accounting for all the goods or services promised in a contract as a single performance obligation.

Satisfaction of performance obligations

31. **An entity shall recognise revenue when (or as) the entity satisfies a performance obligation by transferring a promised good or service (ie an asset) to a customer. An asset is transferred when (or as) the customer obtains control of that asset.**
32. For each performance obligation identified in accordance with paragraphs 22–30, an entity shall determine at contract inception whether it satisfies the performance obligation over time (in accordance with paragraphs 35–37) or satisfies the performance obligation at a point in time (in accordance with paragraph 38). If an entity does not satisfy a performance obligation over time, the performance obligation is satisfied at a point in time.
33. Goods and services are assets, even if only momentarily, when they are received and used (as in the case of many services). Control of an asset refers to the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. Control includes the ability to prevent other entities from directing the use of, and obtaining the benefits from, an asset. The benefits of an asset are the potential cash flows (inflows or savings in outflows) that can be obtained directly or indirectly in many ways, such as by:
- (a) using the asset to produce goods or provide services (including public services);
- (b) using the asset to enhance the value of other assets;

- (c) using the asset to settle liabilities or reduce expenses;
 - (d) selling or exchanging the asset;
 - (e) pledging the asset to secure a loan; and
 - (f) holding the asset.
34. When evaluating whether a customer obtains control of an asset, an entity shall consider any agreement to repurchase the asset (see paragraphs B64–B76).

Performance obligations satisfied over time

35. An entity transfers control of a good or service over time and, therefore, satisfies a performance obligation and recognises revenue over time, if one of the following criteria is met:
- (a) the customer simultaneously receives and consumes the benefits provided by the entity's performance as the entity performs (see paragraphs B3–B4);
 - (b) the entity's performance creates or enhances an asset (for example, work in progress) that the customer controls as the asset is created or enhanced (see paragraph B5); or
 - (c) the entity's performance does not create an asset with an alternative use to the entity (see paragraph 36) and the entity has an enforceable right to payment for performance completed to date (see paragraph 37).
36. An asset created by an entity's performance does not have an alternative use to an entity if the entity is either restricted contractually from readily directing the asset for another use during the creation or enhancement of that asset or limited practically from readily directing the asset in its completed state for another use. The assessment of whether an asset has an alternative use to the entity is made at contract inception. After contract inception, an entity shall not update the assessment of the alternative use of an asset unless the parties to the contract approve a contract modification that substantively changes the performance obligation. Paragraphs B6–B8 provide guidance for assessing whether an asset has an alternative use to an entity.
37. An entity shall consider the terms of the contract, as well as any laws that apply to the contract, when evaluating whether it has an enforceable right to payment for performance completed to date in accordance with paragraph 35(c). The right to payment for performance completed to date does not need to be for a fixed amount. However, at all times throughout the duration of the contract, the entity must be entitled to an amount that at least compensates the entity for performance completed to date if the contract is terminated by the customer or another party for reasons other than the entity's failure to perform as promised. Paragraphs B9–B13 provide guidance for assessing the existence and enforceability of a right to payment and whether an entity's right to payment would entitle the entity to be paid for its performance completed to date.

Performance obligations satisfied at a point in time

38. If a performance obligation is not satisfied over time in accordance with paragraphs 35–37, an entity satisfies the performance obligation at a point in time. To determine the point in time at which a customer obtains control of a promised asset and the entity satisfies a performance obligation, the entity shall consider the requirements for control in paragraphs 31–34. In addition, an entity shall consider indicators of the transfer of control, which include, but are not limited to, the following:
- (a) The entity has a present right to payment for the asset—if a customer is presently obliged to pay for an asset, then that may indicate that the customer has obtained the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset in exchange.
 - (b) The customer has legal title to the asset—legal title may indicate which party to a contract has the ability to direct the use of, and obtain substantially all of the remaining benefits from, an asset or to restrict the access of other entities to those benefits. Therefore, the transfer of legal title of an asset may indicate that the customer has obtained control of the asset. If an entity retains legal title solely as protection against the customer's failure to pay, those rights of the entity would not preclude the customer from obtaining control of an asset.

- (c) The entity has transferred physical possession of the asset—the customer’s physical possession of an asset may indicate that the customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset or to restrict the access of other entities to those benefits. However, physical possession may not coincide with control of an asset. For example, in some repurchase agreements and in some consignment arrangements, a customer or consignee may have physical possession of an asset that the entity controls. Conversely, in some bill-and-hold arrangements, the entity may have physical possession of an asset that the customer controls. Paragraphs B64–B76, B77–B78 and B79–B82 provide guidance on accounting for repurchase agreements, consignment arrangements and bill-and-hold arrangements, respectively.
- (d) The customer has the significant risks and rewards of ownership of the asset—the transfer of the significant risks and rewards of ownership of an asset to the customer may indicate that the customer has obtained the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. However, when evaluating the risks and rewards of ownership of a promised asset, an entity shall exclude any risks that give rise to a separate performance obligation in addition to the performance obligation to transfer the asset. For example, an entity may have transferred control of an asset to a customer but not yet satisfied an additional performance obligation to provide maintenance services related to the transferred asset.
- (e) The customer has accepted the asset—the customer’s acceptance of an asset may indicate that it has obtained the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. To evaluate the effect of a contractual customer acceptance clause on when control of an asset is transferred, an entity shall consider the guidance in paragraphs B83–B86.

Measuring progress towards complete satisfaction of a performance obligation

39. For each performance obligation satisfied over time in accordance with paragraphs 35–37, an entity shall recognise revenue over time by measuring the progress towards complete satisfaction of that performance obligation. The objective when measuring progress is to depict an entity’s performance in transferring control of goods or services promised to a customer (ie the satisfaction of an entity’s performance obligation).
40. An entity shall apply a single method of measuring progress for each performance obligation satisfied over time and the entity shall apply that method consistently to similar performance obligations and in similar circumstances. At the end of each reporting period, an entity shall remeasure its progress towards complete satisfaction of a performance obligation satisfied over time.

Methods for measuring progress

41. Appropriate methods of measuring progress include output methods and input methods. Paragraphs B14–B19 provide guidance for using output methods and input methods to measure an entity’s progress towards complete satisfaction of a performance obligation. In determining the appropriate method for measuring progress, an entity shall consider the nature of the good or service that the entity promised to transfer to the customer.
42. When applying a method for measuring progress, an entity shall exclude from the measure of progress any goods or services for which the entity does not transfer control to a customer. Conversely, an entity shall include in the measure of progress any goods or services for which the entity does transfer control to a customer when satisfying that performance obligation.
43. As circumstances change over time, an entity shall update its measure of progress to reflect any changes in the outcome of the performance obligation. Such changes to an entity’s measure of progress shall be accounted for as a change in accounting estimate in accordance with IAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors*.

Reasonable measures of progress

44. An entity shall recognise revenue for a performance obligation satisfied over time only if the entity can reasonably measure its progress towards complete satisfaction of the performance obligation. An entity would not be able to reasonably measure its progress towards complete satisfaction of a performance obligation if it lacks reliable information that would be required to apply an appropriate method of measuring progress.
45. In some circumstances (for example, in the early stages of a contract), an entity may not be able to reasonably measure the outcome of a performance obligation, but the entity expects to recover the costs incurred in satisfying the performance obligation. In those circumstances, the entity shall recognise revenue only to the extent of the costs incurred until such time that it can reasonably measure the outcome of the performance obligation.

MEASUREMENT

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

Determining the transaction price

47. **An entity shall consider the terms of the contract and its customary business practices to determine the transaction price. The transaction price is the amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third parties (for example, some sales taxes). The consideration promised in a contract with a customer may include fixed amounts, variable amounts, or both.**
48. The nature, timing and amount of consideration promised by a customer affect the estimate of the transaction price. When determining the transaction price, an entity shall consider the effects of all of the following:
 - (a) variable consideration (see paragraphs 50–55 and 59);
 - (b) constraining estimates of variable consideration (see paragraphs 56–58);
 - (c) the existence of a significant financing component in the contract (see paragraphs 60–65);
 - (d) non-cash consideration (see paragraphs 66–69); and
 - (e) consideration payable to a customer (see paragraphs 70–72).
49. For the purpose of determining the transaction price, an entity shall assume that the goods or services will be transferred to the customer as promised in accordance with the existing contract and that the contract will not be cancelled, renewed or modified.

Variable consideration

50. If the consideration promised in a contract includes a variable amount, an entity shall estimate the amount of consideration to which the entity will be entitled in exchange for transferring the promised goods or services to a customer.
51. An amount of consideration can vary because of discounts, rebates, refunds, credits, price concessions, incentives, performance bonuses, penalties or other similar items. The promised consideration can also vary if an entity's entitlement to the consideration is contingent on the occurrence or non-occurrence of a future event. For example, an amount of consideration would be variable if either a product was sold with a right of return or a fixed amount is promised as a performance bonus on achievement of a specified milestone.
52. The variability relating to the consideration promised by a customer may be explicitly stated in the contract. In addition to the terms of the contract, the promised consideration is variable if either of the following circumstances exists:
 - (a) the customer has a valid expectation arising from an entity's customary business practices, published policies or specific statements that the entity will accept an amount of consideration that is less than the price stated in the contract. That is, it is expected that the entity will offer a price concession. Depending on the jurisdiction, industry or customer this offer may be referred to as a discount, rebate, refund or credit.
 - (b) other facts and circumstances indicate that the entity's intention, when entering into the contract with the customer, is to offer a price concession to the customer.

53. An entity shall estimate an amount of variable consideration by using either of the following methods, depending on which method the entity expects to better predict the amount of consideration to which it will be entitled:
- (a) The expected value—the expected value is the sum of probability-weighted amounts in a range of possible consideration amounts. An expected value may be an appropriate estimate of the amount of variable consideration if an entity has a large number of contracts with similar characteristics.
 - (b) The most likely amount—the most likely amount is the single most likely amount in a range of possible consideration amounts (ie the single most likely outcome of the contract). The most likely amount may be an appropriate estimate of the amount of variable consideration if the contract has only two possible outcomes (for example, an entity either achieves a performance bonus or does not).
54. An entity shall apply one method consistently throughout the contract when estimating the effect of an uncertainty on an amount of variable consideration to which the entity will be entitled. In addition, an entity shall consider all the information (historical, current and forecast) that is reasonably available to the entity and shall identify a reasonable number of possible consideration amounts. The information that an entity uses to estimate the amount of variable consideration would typically be similar to the information that the entity's management uses during the bid-and-proposal process and in establishing prices for promised goods or services.

Refund liabilities

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

Constraining estimates of variable consideration

56. An entity shall include in the transaction price some or all of an amount of variable consideration estimated in accordance with paragraph 53 only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.
57. In assessing whether it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur once the uncertainty related to the variable consideration is subsequently resolved, an entity shall consider both the likelihood and the magnitude of the revenue reversal. Factors that could increase the likelihood or the magnitude of a revenue reversal include, but are not limited to, any of the following:
- (a) the amount of consideration is highly susceptible to factors outside the entity's influence. Those factors may include volatility in a market, the judgement or actions of third parties, weather conditions and a high risk of obsolescence of the promised good or service.
 - (b) the uncertainty about the amount of consideration is not expected to be resolved for a long period of time.
 - (c) the entity's experience (or other evidence) with similar types of contracts is limited, or that experience (or other evidence) has limited predictive value.
 - (d) the entity has a practice of either offering a broad range of price concessions or changing the payment terms and conditions of similar contracts in similar circumstances.
 - (e) the contract has a large number and broad range of possible consideration amounts.
58. An entity shall apply paragraph B63 to account for consideration in the form of a sales-based or usage-based royalty that is promised in exchange for a licence of intellectual property.

Reassessment of variable consideration

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

The existence of a significant financing component in the contract

60. In determining the transaction price, an entity shall adjust the promised amount of consideration for the effects of the time value of money if the timing of payments agreed to by the parties to the contract (either explicitly or implicitly) provides the customer or the entity with a significant benefit of financing the transfer of goods or services to the customer. In those circumstances, the contract contains a significant financing component. A significant financing component may exist regardless of whether the promise of financing is explicitly stated in the contract or implied by the payment terms agreed to by the parties to the contract.
61. The objective when adjusting the promised amount of consideration for a significant financing component is for an entity to recognise revenue at an amount that reflects the price that a customer would have paid for the promised goods or services if the customer had paid cash for those goods or services when (or as) they transfer to the customer (ie the cash selling price). An entity shall consider all relevant facts and circumstances in assessing whether a contract contains a financing component and whether that financing component is significant to the contract, including both of the following:
- (a) the difference, if any, between the amount of promised consideration and the cash selling price of the promised goods or services; and
 - (b) the combined effect of both of the following:
 - (i) the expected length of time between when the entity transfers the promised goods or services to the customer and when the customer pays for those goods or services; and
 - (ii) the prevailing interest rates in the relevant market.
62. Notwithstanding the assessment in paragraph 61, a contract with a customer would not have a significant financing component if any of the following factors exist:
- (a) the customer paid for the goods or services in advance and the timing of the transfer of those goods or services is at the discretion of the customer.
 - (b) a substantial amount of the consideration promised by the customer is variable and the amount or timing of that consideration varies on the basis of the occurrence or non-occurrence of a future event that is not substantially within the control of the customer or the entity (for example, if the consideration is a sales-based royalty).
 - (c) the difference between the promised consideration and the cash selling price of the good or service (as described in paragraph 61) arises for reasons other than the provision of finance to either the customer or the entity, and the difference between those amounts is proportional to the reason for the difference. For example, the payment terms might provide the entity or the customer with protection from the other party failing to adequately complete some or all of its obligations under the contract.
63. As a practical expedient, an entity need not adjust the promised amount of consideration for the effects of a significant financing component if the entity expects, at contract inception, that the period between when the entity transfers a promised good or service to a customer and when the customer pays for that good or service will be one year or less.
64. To meet the objective in paragraph 61 when adjusting the promised amount of consideration for a significant financing component, an entity shall use the discount rate that would be reflected in a separate financing transaction between the entity and its customer at contract inception. That rate would reflect the credit characteristics of the party receiving financing in the contract, as well as any collateral or security provided by the customer or the entity, including assets transferred in the contract. An entity may be able to determine that rate by identifying the rate that discounts the nominal amount of the promised consideration to the price that the customer would pay in cash for the goods or services when (or as) they transfer to the customer. After contract inception, an entity shall not update the discount rate for changes in interest rates or other circumstances (such as a change in the assessment of the customer's credit risk).

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

Non-cash consideration

66. To determine the transaction price for contracts in which a customer promises consideration in a form other than cash, an entity shall measure the non-cash consideration (or promise of non-cash consideration) at fair value.
67. If an entity cannot reasonably estimate the fair value of the non-cash consideration, the entity shall measure the consideration indirectly by reference to the stand-alone selling price of the goods or services promised to the customer (or class of customer) in exchange for the consideration.
68. The fair value of the non-cash consideration may vary because of the form of the consideration (for example, a change in the price of a share to which an entity is entitled to receive from a customer). If the fair value of the non-cash consideration promised by a customer varies for reasons other than only the form of the consideration (for example, the fair value could vary because of the entity's performance), an entity shall apply the requirements in paragraphs 56–58.
69. If a customer contributes goods or services (for example, materials, equipment or labour) to facilitate an entity's fulfilment of the contract, the entity shall assess whether it obtains control of those contributed goods or services. If so, the entity shall account for the contributed goods or services as non-cash consideration received from the customer.

Consideration payable to a customer

70. Consideration payable to a customer includes cash amounts that an entity pays, or expects to pay, to the customer (or to other parties that purchase the entity's goods or services from the customer). Consideration payable to a customer also includes credit or other items (for example, a coupon or voucher) that can be applied against amounts owed to the entity (or to other parties that purchase the entity's goods or services from the customer). An entity shall account for consideration payable to a customer as a reduction of the transaction price and, therefore, of revenue unless the payment to the customer is in exchange for a distinct good or service (as described in paragraphs 26–30) that the customer transfers to the entity. If the consideration payable to a customer includes a variable amount, an entity shall estimate the transaction price (including assessing whether the estimate of variable consideration is constrained) in accordance with paragraphs 50–58.
71. If consideration payable to a customer is a payment for a distinct good or service from the customer, then an entity shall account for the purchase of the good or service in the same way that it accounts for other purchases from suppliers. If the amount of consideration payable to the customer exceeds the fair value of the distinct good or service that the entity receives from the customer, then the entity shall account for such an excess as a reduction of the transaction price. If the entity cannot reasonably estimate the fair value of the good or service received from the customer, it shall account for all of the consideration payable to the customer as a reduction of the transaction price.
72. Accordingly, if consideration payable to a customer is accounted for as a reduction of the transaction price, an entity shall recognise the reduction of revenue when (or as) the later of either of the following events occurs:
- the entity recognises revenue for the transfer of the related goods or services to the customer; and
 - the entity pays or promises to pay the consideration (even if the payment is conditional on a future event). That promise might be implied by the entity's customary business practices.

Allocating the transaction price to performance obligations

73. **The objective when allocating the transaction price is for an entity to allocate the transaction price to each performance obligation (or distinct good or service) in an amount that depicts the amount of consideration to which the entity expects to be entitled in exchange for transferring the promised goods or services to the customer.**

74. To meet the allocation objective, an entity shall allocate the transaction price to each performance obligation identified in the contract on a relative stand-alone selling price basis in accordance with paragraphs 76–80, except as specified in paragraphs 81–83 (for allocating discounts) and paragraphs 84–86 (for allocating consideration that includes variable amounts).
75. Paragraphs 76–86 do not apply if a contract has only one performance obligation. However, paragraphs 84–86 may apply if an entity promises to transfer a series of distinct goods or services identified as a single performance obligation in accordance with paragraph 22(b) and the promised consideration includes variable amounts.

Allocation based on stand-alone selling prices

76. To allocate the transaction price to each performance obligation on a relative stand-alone selling price basis, an entity shall determine the stand-alone selling price at contract inception of the distinct good or service underlying each performance obligation in the contract and allocate the transaction price in proportion to those stand-alone selling prices.
77. The stand-alone selling price is the price at which an entity would sell a promised good or service separately to a customer. The best evidence of a stand-alone selling price is the observable price of a good or service when the entity sells that good or service separately in similar circumstances and to similar customers. A contractually stated price or a list price for a good or service may be (but shall not be presumed to be) the stand-alone selling price of that good or service.
78. If a stand-alone selling price is not directly observable, an entity shall estimate the stand-alone selling price at an amount that would result in the allocation of the transaction price meeting the allocation objective in paragraph 73. When estimating a stand-alone selling price, an entity shall consider all information (including market conditions, entity-specific factors and information about the customer or class of customer) that is reasonably available to the entity. In doing so, an entity shall maximise the use of observable inputs and apply estimation methods consistently in similar circumstances.
79. Suitable methods for estimating the stand-alone selling price of a good or service include, but are not limited to, the following:
- (a) Adjusted market assessment approach—an entity could evaluate the market in which it sells goods or services and estimate the price that a customer in that market would be willing to pay for those goods or services. That approach might also include referring to prices from the entity's competitors for similar goods or services and adjusting those prices as necessary to reflect the entity's costs and margins.
 - (b) Expected cost plus a margin approach—an entity could forecast its expected costs of satisfying a performance obligation and then add an appropriate margin for that good or service.
 - (c) Residual approach—an entity may estimate the stand-alone selling price by reference to the total transaction price less the sum of the observable stand-alone selling prices of other goods or services promised in the contract. However, an entity may use a residual approach to estimate, in accordance with paragraph 78, the stand-alone selling price of a good or service only if one of the following criteria is met:
 - (i) the entity sells the same good or service to different customers (at or near the same time) for a broad range of amounts (ie the selling price is highly variable because a representative stand-alone selling price is not discernible from past transactions or other observable evidence); or
 - (ii) the entity has not yet established a price for that good or service and the good or service has not previously been sold on a stand-alone basis (ie the selling price is uncertain).

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

Allocation of a discount

81. A customer receives a discount for purchasing a bundle of goods or services if the sum of the stand-alone selling prices of those promised goods or services in the contract exceeds the promised consideration in a contract. Except when an entity has observable evidence in accordance with paragraph 82 that the entire discount relates to only one or more, but not all, performance obligations in a contract, the entity shall allocate a discount proportionately to all performance obligations in the contract. The proportionate allocation of the discount in those circumstances is a consequence of the entity allocating the transaction price to each performance obligation on the basis of the relative stand-alone selling prices of the underlying distinct goods or services.
82. An entity shall allocate a discount entirely to one or more, but not all, performance obligations in the contract if all of the following criteria are met:
- (a) the entity regularly sells each distinct good or service (or each bundle of distinct goods or services) in the contract on a stand-alone basis;
 - (b) the entity also regularly sells on a stand-alone basis a bundle (or bundles) of some of those distinct goods or services at a discount to the stand-alone selling prices of the goods or services in each bundle; and
 - (c) the discount attributable to each bundle of goods or services described in paragraph 82(b) is substantially the same as the discount in the contract and an analysis of the goods or services in each bundle provides observable evidence of the performance obligation (or performance obligations) to which the entire discount in the contract belongs.
83. If a discount is allocated entirely to one or more performance obligations in the contract in accordance with paragraph 82, an entity shall allocate the discount before using the residual approach to estimate the stand-alone selling price of a good or service in accordance with paragraph 79(c).

Allocation of variable consideration

84. Variable consideration that is promised in a contract may be attributable to the entire contract or to a specific part of the contract, such as either of the following:
- (a) one or more, but not all, performance obligations in the contract (for example, a bonus may be contingent on an entity transferring a promised good or service within a specified period of time); or
 - (b) one or more, but not all, distinct goods or services promised in a series of distinct goods or services that forms part of a single performance obligation in accordance with paragraph 22(b) (for example, the consideration promised for the second year of a two-year cleaning service contract will increase on the basis of movements in a specified inflation index).
85. An entity shall allocate a variable amount (and subsequent changes to that amount) entirely to a performance obligation or to a distinct good or service that forms part of a single performance obligation in accordance with paragraph 22(b) if both of the following criteria are met:
- (a) the terms of a variable payment relate specifically to the entity's efforts to satisfy the performance obligation or transfer the distinct good or service (or to a specific outcome from satisfying the performance obligation or transferring the distinct good or service); and

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

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

Changes in the transaction price

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

88. An entity shall allocate to the performance obligations in the contract any subsequent changes in the transaction price on the same basis as at contract inception. Consequently, an entity shall not reallocate the transaction price to reflect changes in stand-alone selling prices after contract inception. Amounts allocated to a satisfied performance obligation shall be recognised as revenue, or as a reduction of revenue, in the period in which the transaction price changes.

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

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

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

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

CONTRACT COSTS

Incremental costs of obtaining a contract

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

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

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

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

Costs to fulfil a contract

95. **If the costs incurred in fulfilling a contract with a customer are not within the scope of another Standard (for example, IAS 2 *Inventories*, IAS 16 *Property, Plant and Equipment* or IAS 38 *Intangible Assets*), an entity shall recognise an asset from the costs incurred to fulfil a contract only if those costs meet all of the following criteria:**
- (a) the costs relate directly to a contract or to an anticipated contract that the entity can specifically identify (for example, costs relating to services to be provided under renewal of an existing contract or costs of designing an asset to be transferred under a specific contract that has not yet been approved);**
 - (b) the costs generate or enhance resources of the entity that will be used in satisfying (or in continuing to satisfy) performance obligations in the future; and**
 - (c) the costs are expected to be recovered.**
96. For costs incurred in fulfilling a contract with a customer that are within the scope of another Standard, an entity shall account for those costs in accordance with those other Standards.
97. Costs that relate directly to a contract (or a specific anticipated contract) include any of the following:
- (a) direct labour (for example, salaries and wages of employees who provide the promised services directly to the customer);
 - (b) direct materials (for example, supplies used in providing the promised services to a customer);
 - (c) allocations of costs that relate directly to the contract or to contract activities (for example, costs of contract management and supervision, insurance and depreciation of tools and equipment used in fulfilling the contract);
 - (d) costs that are explicitly chargeable to the customer under the contract; and
 - (e) other costs that are incurred only because an entity entered into the contract (for example, payments to subcontractors).
98. An entity shall recognise the following costs as expenses when incurred:
- (a) general and administrative costs (unless those costs are explicitly chargeable to the customer under the contract, in which case an entity shall evaluate those costs in accordance with paragraph 97);
 - (b) costs of wasted materials, labour or other resources to fulfil the contract that were not reflected in the price of the contract;
 - (c) costs that relate to satisfied performance obligations (or partially satisfied performance obligations) in the contract (ie costs that relate to past performance); and
 - (d) costs for which an entity cannot distinguish whether the costs relate to unsatisfied performance obligations or to satisfied performance obligations (or partially satisfied performance obligations).

Amortisation and impairment

99. An asset recognised in accordance with paragraph 91 or 95 shall be amortised on a systematic basis that is consistent with the transfer to the customer of the goods or services to which the asset relates. The asset may relate to goods or services to be transferred under a specific anticipated contract (as described in paragraph 95(a)).
100. An entity shall update the amortisation to reflect a significant change in the entity's expected timing of transfer to the customer of the goods or services to which the asset relates. Such a change shall be accounted for as a change in accounting estimate in accordance with IAS 8.

101. An entity shall recognise an impairment loss in profit or loss to the extent that the carrying amount of an asset recognised in accordance with paragraph 91 or 95 exceeds:
 - (a) the remaining amount of consideration that the entity expects to receive in exchange for the goods or services to which the asset relates; less
 - (b) the costs that relate directly to providing those goods or services and that have not been recognised as expenses (see paragraph 97).
102. For the purposes of applying paragraph 101 to determine the amount of consideration that an entity expects to receive, an entity shall use the principles for determining the transaction price (except for the requirements in paragraphs 56–58 on constraining estimates of variable consideration) and adjust that amount to reflect the effects of the customer's credit risk.
103. Before an entity recognises an impairment loss for an asset recognised in accordance with paragraph 91 or 95, the entity shall recognise any impairment loss for assets related to the contract that are recognised in accordance with another Standard (for example, IAS 2, IAS 16 and IAS 38). After applying the impairment test in paragraph 101, an entity shall include the resulting carrying amount of the asset recognised in accordance with paragraph 91 or 95 in the carrying amount of the cash-generating unit to which it belongs for the purpose of applying IAS 36 *Impairment of Assets* to that cash-generating unit.
104. An entity shall recognise in profit or loss a reversal of some or all of an impairment loss previously recognised in accordance with paragraph 101 when the impairment conditions no longer exist or have improved. The increased carrying amount of the asset shall not exceed the amount that would have been determined (net of amortisation) if no impairment loss had been recognised previously.

PRESENTATION

105. **When either party to a contract has performed, an entity shall present the contract in the statement of financial position as a contract asset or a contract liability, depending on the relationship between the entity's performance and the customer's payment. An entity shall present any unconditional rights to consideration separately as a receivable.**
106. If a customer pays consideration, or an entity has a right to an amount of consideration that is unconditional (ie a receivable), before the entity transfers a good or service to the customer, the entity shall present the contract as a contract liability when the payment is made or the payment is due (whichever is earlier). A contract liability is an entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or an amount of consideration is due) from the customer.
107. If an entity performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, the entity shall present the contract as a contract asset, excluding any amounts presented as a receivable. A contract asset is an entity's right to consideration in exchange for goods or services that the entity has transferred to a customer. An entity shall assess a contract asset for impairment in accordance with IFRS 9. An impairment of a contract asset shall be measured, presented and disclosed on the same basis as a financial asset that is within the scope of IFRS 9 (see also paragraph 113(b)).
108. A receivable is an entity's right to consideration that is unconditional. A right to consideration is unconditional if only the passage of time is required before payment of that consideration is due. For example, an entity would recognise a receivable if it has a present right to payment even though that amount may be subject to refund in the future. An entity shall account for a receivable in accordance with IFRS 9. Upon initial recognition of a receivable from a contract with a customer, any difference between the measurement of the receivable in accordance with IFRS 9 and the corresponding amount of revenue recognised shall be presented as an expense (for example, as an impairment loss).
109. This Standard uses the terms 'contract asset' and 'contract liability' but does not prohibit an entity from using alternative descriptions in the statement of financial position for those items. If an entity uses an alternative description for a contract asset, the entity shall provide sufficient information for a user of the financial statements to distinguish between receivables and contract assets.

DISCLOSURE

- 110. The objective of the disclosure requirements is for an entity to disclose sufficient information to enable users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. To achieve that objective, an entity shall disclose qualitative and quantitative information about all of the following:**
- (a) its contracts with customers (see paragraphs 113–122);
 - (b) the significant judgements, and changes in the judgements, made in applying this Standard to those contracts (see paragraphs 123–126); and
 - (c) any assets recognised from the costs to obtain or fulfil a contract with a customer in accordance with paragraph 91 or 95 (see paragraphs 127–128).
111. An entity shall consider the level of detail necessary to satisfy the disclosure objective and how much emphasis to place on each of the various requirements. An entity shall aggregate or disaggregate disclosures so that useful information is not obscured by either the inclusion of a large amount of insignificant detail or the aggregation of items that have substantially different characteristics.
112. An entity need not disclose information in accordance with this Standard if it has provided the information in accordance with another Standard.

Contracts with customers

113. An entity shall disclose all of the following amounts for the reporting period unless those amounts are presented separately in the statement of comprehensive income in accordance with other Standards:
- (a) revenue recognised from contracts with customers, which the entity shall disclose separately from its other sources of revenue; and
 - (b) any impairment losses recognised (in accordance with IFRS 9) on any receivables or contract assets arising from an entity's contracts with customers, which the entity shall disclose separately from impairment losses from other contracts.

Disaggregation of revenue

114. An entity shall disaggregate revenue recognised from contracts with customers into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. An entity shall apply the guidance in paragraphs B87–B89 when selecting the categories to use to disaggregate revenue.
115. In addition, an entity shall disclose sufficient information to enable users of financial statements to understand the relationship between the disclosure of disaggregated revenue (in accordance with paragraph 114) and revenue information that is disclosed for each reportable segment, if the entity applies IFRS 8 *Operating Segments*.

Contract balances

116. An entity shall disclose all of the following:
- (a) the opening and closing balances of receivables, contract assets and contract liabilities from contracts with customers, if not otherwise separately presented or disclosed;
 - (b) revenue recognised in the reporting period that was included in the contract liability balance at the beginning of the period; and
 - (c) revenue recognised in the reporting period from performance obligations satisfied (or partially satisfied) in previous periods (for example, changes in transaction price).
117. An entity shall explain how the timing of satisfaction of its performance obligations (see paragraph 119(a)) relates to the typical timing of payment (see paragraph 119(b)) and the effect that those factors have on the contract asset and the contract liability balances. The explanation provided may use qualitative information.

118. An entity shall provide an explanation of the significant changes in the contract asset and the contract liability balances during the reporting period. The explanation shall include qualitative and quantitative information. Examples of changes in the entity's balances of contract assets and contract liabilities include any of the following:
- (a) changes due to business combinations;
 - (b) cumulative catch-up adjustments to revenue that affect the corresponding contract asset or contract liability, including adjustments arising from a change in the measure of progress, a change in an estimate of the transaction price (including any changes in the assessment of whether an estimate of variable consideration is constrained) or a contract modification;
 - (c) impairment of a contract asset;
 - (d) a change in the time frame for a right to consideration to become unconditional (ie for a contract asset to be reclassified to a receivable); and
 - (e) a change in the time frame for a performance obligation to be satisfied (ie for the recognition of revenue arising from a contract liability).

Performance obligations

119. An entity shall disclose information about its performance obligations in contracts with customers, including a description of all of the following:
- (a) when the entity typically satisfies its performance obligations (for example, upon shipment, upon delivery, as services are rendered or upon completion of service), including when performance obligations are satisfied in a bill-and-hold arrangement;
 - (b) the significant payment terms (for example, when payment is typically due, whether the contract has a significant financing component, whether the consideration amount is variable and whether the estimate of variable consideration is typically constrained in accordance with paragraphs 56–58);
 - (c) the nature of the goods or services that the entity has promised to transfer, highlighting any performance obligations to arrange for another party to transfer goods or services (ie if the entity is acting as an agent);
 - (d) obligations for returns, refunds and other similar obligations; and
 - (e) types of warranties and related obligations.

Transaction price allocated to the remaining performance obligations

120. An entity shall disclose the following information about its remaining performance obligations:
- (a) the aggregate amount of the transaction price allocated to the performance obligations that are unsatisfied (or partially unsatisfied) as of the end of the reporting period; and
 - (b) an explanation of when the entity expects to recognise as revenue the amount disclosed in accordance with paragraph 120(a), which the entity shall disclose in either of the following ways:
 - (i) on a quantitative basis using the time bands that would be most appropriate for the duration of the remaining performance obligations; or
 - (ii) by using qualitative information.
121. As a practical expedient, an entity need not disclose the information in paragraph 120 for a performance obligation if either of the following conditions is met:
- (a) the performance obligation is part of a contract that has an original expected duration of one year or less; or
 - (b) the entity recognises revenue from the satisfaction of the performance obligation in accordance with paragraph B16.

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

Significant judgements in the application of this Standard

123. An entity shall disclose the judgements, and changes in the judgements, made in applying this Standard that significantly affect the determination of the amount and timing of revenue from contracts with customers. In particular, an entity shall explain the judgements, and changes in the judgements, used in determining both of the following:
- (a) the timing of satisfaction of performance obligations (see paragraphs 124–125); and
 - (b) the transaction price and the amounts allocated to performance obligations (see paragraph 126).

Determining the timing of satisfaction of performance obligations

124. For performance obligations that an entity satisfies over time, an entity shall disclose both of the following:
- (a) the methods used to recognise revenue (for example, a description of the output methods or input methods used and how those methods are applied); and
 - (b) an explanation of why the methods used provide a faithful depiction of the transfer of goods or services.
125. For performance obligations satisfied at a point in time, an entity shall disclose the significant judgements made in evaluating when a customer obtains control of promised goods or services.

Determining the transaction price and the amounts allocated to performance obligations

126. An entity shall disclose information about the methods, inputs and assumptions used for all of the following:
- (a) determining the transaction price, which includes, but is not limited to, estimating variable consideration, adjusting the consideration for the effects of the time value of money and measuring non-cash consideration;
 - (b) assessing whether an estimate of variable consideration is constrained;
 - (c) allocating the transaction price, including estimating stand-alone selling prices of promised goods or services and allocating discounts and variable consideration to a specific part of the contract (if applicable); and
 - (d) measuring obligations for returns, refunds and other similar obligations.

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

127. An entity shall describe both of the following:
- (a) the judgements made in determining the amount of the costs incurred to obtain or fulfil a contract with a customer (in accordance with paragraph 91 or 95); and
 - (b) the method it uses to determine the amortisation for each reporting period.

128. An entity shall disclose all of the following:
- (a) the closing balances of assets recognised from the costs incurred to obtain or fulfil a contract with a customer (in accordance with paragraph 91 or 95), by main category of asset (for example, costs to obtain contracts with customers, pre-contract costs and setup costs); and
 - (b) the amount of amortisation and any impairment losses recognised in the reporting period.

Practical expedients

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

Appendix A

Defined terms

This appendix is an integral part of the Standard.

Contract	An agreement between two or more parties that creates enforceable rights and obligations.
contract asset	An entity's right to consideration in exchange for goods or services that the entity has transferred to a customer when that right is conditioned on something other than the passage of time (for example, the entity's future performance).
contract liability	An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.
Customer	A party that has contracted with an entity to obtain goods or services that are an output of the entity's ordinary activities in exchange for consideration.
Income	Increases in economic benefits during the accounting period in the form of inflows or enhancements of assets or decreases of liabilities that result in an increase in equity, other than those relating to contributions from equity participants.
performance obligation	A promise in a contract with a customer to transfer to the customer either: <ul style="list-style-type: none"> (a) a good or service (or a bundle of goods or services) that is distinct; or (b) a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer.
Revenue	Income arising in the course of an entity's ordinary activities.
stand-alone selling price (of a good or service)	The price at which an entity would sell a promised good or service separately to a customer .
transaction price (for a contract with a customer)	The amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer , excluding amounts collected on behalf of third parties.

Appendix B

Application Guidance

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

- B1 This application guidance is organised into the following categories:
- (a) performance obligations satisfied over time (paragraphs B2–B13);
 - (b) methods for measuring progress towards complete satisfaction of a performance obligation (paragraphs B14–B19);
 - (c) sale with a right of return (paragraphs B20–B27);
 - (d) warranties (paragraphs B28–B33);
 - (e) principal versus agent considerations (paragraphs B34–B38);
 - (f) customer options for additional goods or services (paragraphs B39–B43);
 - (g) customers' unexercised rights (paragraphs B44–B47);
 - (h) non-refundable upfront fees (and some related costs) (paragraphs B48–B51);
 - (i) licensing (paragraphs B52–B63);
 - (j) repurchase agreements (paragraphs B64–B76);
 - (k) consignment arrangements (paragraphs B77–B78);
 - (l) bill-and-hold arrangements (paragraphs B79–B82);
 - (m) customer acceptance (paragraphs B83–B86); and
 - (n) disclosure of disaggregated revenue (paragraphs B87–B89).

Performance obligations satisfied over time

- B2 In accordance with paragraph 35, a performance obligation is satisfied over time if one of the following criteria is met:
- (a) the customer simultaneously receives and consumes the benefits provided by the entity's performance as the entity performs (see paragraphs B3–B4);
 - (b) the entity's performance creates or enhances an asset (for example, work in progress) that the customer controls as the asset is created or enhanced (see paragraph B5); or
 - (c) the entity's performance does not create an asset with an alternative use to the entity (see paragraphs B6–B8) and the entity has an enforceable right to payment for performance completed to date (see paragraphs B9–B13).

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

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

- B4 For other types of performance obligations, an entity may not be able to readily identify whether a customer simultaneously receives and consumes the benefits from the entity's performance as the entity performs. In those circumstances, a performance obligation is satisfied over time if an entity determines that another entity would not need to substantially re-perform the work that the entity has completed to date if that other entity were to fulfil the remaining performance obligation to the customer. In determining whether another entity would not need to substantially re-perform the work the entity has completed to date, an entity shall make both of the following assumptions:
- (a) disregard potential contractual restrictions or practical limitations that otherwise would prevent the entity from transferring the remaining performance obligation to another entity; and
 - (b) presume that another entity fulfilling the remainder of the performance obligation would not have the benefit of any asset that is presently controlled by the entity and that would remain controlled by the entity if the performance obligation were to transfer to another entity.

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

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

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

- B6 In assessing whether an asset has an alternative use to an entity in accordance with paragraph 36, an entity shall consider the effects of contractual restrictions and practical limitations on the entity's ability to readily direct that asset for another use, such as selling it to a different customer. The possibility of the contract with the customer being terminated is not a relevant consideration in assessing whether the entity would be able to readily direct the asset for another use.
- B7 A contractual restriction on an entity's ability to direct an asset for another use must be substantive for the asset not to have an alternative use to the entity. A contractual restriction is substantive if a customer could enforce its rights to the promised asset if the entity sought to direct the asset for another use. In contrast, a contractual restriction is not substantive if, for example, an asset is largely interchangeable with other assets that the entity could transfer to another customer without breaching the contract and without incurring significant costs that otherwise would not have been incurred in relation to that contract.
- B8 A practical limitation on an entity's ability to direct an asset for another use exists if an entity would incur significant economic losses to direct the asset for another use. A significant economic loss could arise because the entity either would incur significant costs to rework the asset or would only be able to sell the asset at a significant loss. For example, an entity may be practically limited from redirecting assets that either have design specifications that are unique to a customer or are located in remote areas.

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

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

- (b) a reasonable return on the entity's cost of capital for similar contracts (or the entity's typical operating margin for similar contracts) if the contract-specific margin is higher than the return the entity usually generates from similar contracts.
- B10 An entity's right to payment for performance completed to date need not be a present unconditional right to payment. In many cases, an entity will have an unconditional right to payment only at an agreed-upon milestone or upon complete satisfaction of the performance obligation. In assessing whether it has a right to payment for performance completed to date, an entity shall consider whether it would have an enforceable right to demand or retain payment for performance completed to date if the contract were to be terminated before completion for reasons other than the entity's failure to perform as promised.
- B11 In some contracts, a customer may have a right to terminate the contract only at specified times during the life of the contract or the customer might not have any right to terminate the contract. If a customer acts to terminate a contract without having the right to terminate the contract at that time (including when a customer fails to perform its obligations as promised), the contract (or other laws) might entitle the entity to continue to transfer to the customer the goods or services promised in the contract and require the customer to pay the consideration promised in exchange for those goods or services. In those circumstances, an entity has a right to payment for performance completed to date because the entity has a right to continue to perform its obligations in accordance with the contract and to require the customer to perform its obligations (which include paying the promised consideration).
- B12 In assessing the existence and enforceability of a right to payment for performance completed to date, an entity shall consider the contractual terms as well as any legislation or legal precedent that could supplement or override those contractual terms. This would include an assessment of whether:
- (a) legislation, administrative practice or legal precedent confers upon the entity a right to payment for performance to date even though that right is not specified in the contract with the customer;
 - (b) relevant legal precedent indicates that similar rights to payment for performance completed to date in similar contracts have no binding legal effect; or
 - (c) an entity's customary business practices of choosing not to enforce a right to payment has resulted in the right being rendered unenforceable in that legal environment. However, notwithstanding that an entity may choose to waive its right to payment in similar contracts, an entity would continue to have a right to payment to date if, in the contract with the customer, its right to payment for performance to date remains enforceable.
- B13 The payment schedule specified in a contract does not necessarily indicate whether an entity has an enforceable right to payment for performance completed to date. Although the payment schedule in a contract specifies the timing and amount of consideration that is payable by a customer, the payment schedule might not necessarily provide evidence of the entity's right to payment for performance completed to date. This is because, for example, the contract could specify that the consideration received from the customer is refundable for reasons other than the entity failing to perform as promised in the contract.

Methods for measuring progress towards complete satisfaction of a performance obligation

- B14 Methods that can be used to measure an entity's progress towards complete satisfaction of a performance obligation satisfied over time in accordance with paragraphs 35–37 include the following:
- (a) output methods (see paragraphs B15–B17); and
 - (b) input methods (see paragraphs B18–B19).

Output methods

- B15 Output methods recognise revenue on the basis of direct measurements of the value to the customer of the goods or services transferred to date relative to the remaining goods or services promised under the contract. Output

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

- B16 As a practical expedient, if an entity has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the entity's performance completed to date (for example, a service contract in which an entity bills a fixed amount for each hour of service provided), the entity may recognise revenue in the amount to which the entity has a right to invoice.
- B17 The disadvantages of output methods are that the outputs used to measure progress may not be directly observable and the information required to apply them may not be available to an entity without undue cost. Therefore, an input method may be necessary.

Input methods

- B18 Input methods recognise revenue on the basis of the entity's efforts or inputs to the satisfaction of a performance obligation (for example, resources consumed, labour hours expended, costs incurred, time elapsed or machine hours used) relative to the total expected inputs to the satisfaction of that performance obligation. If the entity's efforts or inputs are expended evenly throughout the performance period, it may be appropriate for the entity to recognise revenue on a straight-line basis.
- B19 A shortcoming of input methods is that there may not be a direct relationship between an entity's inputs and the transfer of control of goods or services to a customer. Therefore, an entity shall exclude from an input method the effects of any inputs that, in accordance with the objective of measuring progress in paragraph 39, do not depict the entity's performance in transferring control of goods or services to the customer. For instance, when using a cost-based input method, an adjustment to the measure of progress may be required in the following circumstances:
- (a) When a cost incurred does not contribute to an entity's progress in satisfying the performance obligation. For example, an entity would not recognise revenue on the basis of costs incurred that are attributable to significant inefficiencies in the entity's performance that were not reflected in the price of the contract (for example, the costs of unexpected amounts of wasted materials, labour or other resources that were incurred to satisfy the performance obligation).
 - (b) When a cost incurred is not proportionate to the entity's progress in satisfying the performance obligation. In those circumstances, the best depiction of the entity's performance may be to adjust the input method to recognise revenue only to the extent of that cost incurred. For example, a faithful depiction of an entity's performance might be to recognise revenue at an amount equal to the cost of a good used to satisfy a performance obligation if the entity expects at contract inception that all of the following conditions would be met:
 - (i) the good is not distinct;
 - (ii) the customer is expected to obtain control of the good significantly before receiving services related to the good;
 - (iii) the cost of the transferred good is significant relative to the total expected costs to completely satisfy the performance obligation; and
 - (iv) the entity procures the good from a third party and is not significantly involved in designing and manufacturing the good (but the entity is acting as a principal in accordance with paragraphs B34–B38).

Sale with a right of return

- B20 In some contracts, an entity transfers control of a product to a customer and also grants the customer the right to return the product for various reasons (such as dissatisfaction with the product) and receive any combination of the following:
- (a) a full or partial refund of any consideration paid;
 - (b) a credit that can be applied against amounts owed, or that will be owed, to the entity; and
 - (c) another product in exchange.
- B21 To account for the transfer of products with a right of return (and for some services that are provided subject to a refund), an entity shall recognise all of the following:
- (a) revenue for the transferred products in the amount of consideration to which the entity expects to be entitled (therefore, revenue would not be recognised for the products expected to be returned);
 - (b) a refund liability; and
 - (c) an asset (and corresponding adjustment to cost of sales) for its right to recover products from customers on settling the refund liability.
- B22 An entity's promise to stand ready to accept a returned product during the return period shall not be accounted for as a performance obligation in addition to the obligation to provide a refund.
- B23 An entity shall apply the requirements in paragraphs 47–72 (including the requirements for constraining estimates of variable consideration in paragraphs 56–58) to determine the amount of consideration to which the entity expects to be entitled (ie excluding the products expected to be returned). For any amounts received (or receivable) for which an entity does not expect to be entitled, the entity shall not recognise revenue when it transfers products to customers but shall recognise those amounts received (or receivable) as a refund liability. Subsequently, at the end of each reporting period, the entity shall update its assessment of amounts for which it expects to be entitled in exchange for the transferred products and make a corresponding change to the transaction price and, therefore, in the amount of revenue recognised.
- B24 An entity shall update the measurement of the refund liability at the end of each reporting period for changes in expectations about the amount of refunds. An entity shall recognise corresponding adjustments as revenue (or reductions of revenue).
- B25 An asset recognised for an entity's right to recover products from a customer on settling a refund liability shall initially be measured by reference to the former carrying amount of the product (for example, inventory) less any expected costs to recover those products (including potential decreases in the value to the entity of returned products). At the end of each reporting period, an entity shall update the measurement of the asset arising from changes in expectations about products to be returned. An entity shall present the asset separately from the refund liability.
- B26 Exchanges by customers of one product for another of the same type, quality, condition and price (for example, one colour or size for another) are not considered returns for the purposes of applying this Standard.
- B27 Contracts in which a customer may return a defective product in exchange for a functioning product shall be evaluated in accordance with the guidance on warranties in paragraphs B28–B33.

Warranties

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

- B29 If a customer has the option to purchase a warranty separately (for example, because the warranty is priced or negotiated separately), the warranty is a distinct service because the entity promises to provide the service to the customer in addition to the product that has the functionality described in the contract. In those circumstances, an entity shall account for the promised warranty as a performance obligation in accordance with paragraphs 22–30 and allocate a portion of the transaction price to that performance obligation in accordance with paragraphs 73–86.
- B30 If a customer does not have the option to purchase a warranty separately, an entity shall account for the warranty in accordance with IAS 37 *Provisions, Contingent Liabilities and Contingent Assets* unless the promised warranty, or a part of the promised warranty, provides the customer with a service in addition to the assurance that the product complies with agreed-upon specifications.
- B31 In assessing whether a warranty provides a customer with a service in addition to the assurance that the product complies with agreed-upon specifications, an entity shall consider factors such as:
- (a) Whether the warranty is required by law—if the entity is required by law to provide a warranty, the existence of that law indicates that the promised warranty is not a performance obligation because such requirements typically exist to protect customers from the risk of purchasing defective products.
 - (b) The length of the warranty coverage period—the longer the coverage period, the more likely it is that the promised warranty is a performance obligation because it is more likely to provide a service in addition to the assurance that the product complies with agreed-upon specifications.
 - (c) The nature of the tasks that the entity promises to perform—if it is necessary for an entity to perform specified tasks to provide the assurance that a product complies with agreed-upon specifications (for example, a return shipping service for a defective product), then those tasks likely do not give rise to a performance obligation.
- B32 If a warranty, or a part of a warranty, provides a customer with a service in addition to the assurance that the product complies with agreed-upon specifications, the promised service is a performance obligation. Therefore, an entity shall allocate the transaction price to the product and the service. If an entity promises both an assurance-type warranty and a service-type warranty but cannot reasonably account for them separately, the entity shall account for both of the warranties together as a single performance obligation.
- B33 A law that requires an entity to pay compensation if its products cause harm or damage does not give rise to a performance obligation. For example, a manufacturer might sell products in a jurisdiction in which the law holds the manufacturer liable for any damages (for example, to personal property) that might be caused by a consumer using a product for its intended purpose. Similarly, an entity's promise to indemnify the customer for liabilities and damages arising from claims of patent, copyright, trademark or other infringement by the entity's products does not give rise to a performance obligation. The entity shall account for such obligations in accordance with IAS 37.

Principal versus agent considerations

- B34 When another party is involved in providing goods or services to a customer, the entity shall determine whether the nature of its promise is a performance obligation to provide the specified goods or services itself (ie the entity is a principal) or to arrange for the other party to provide those goods or services (ie the entity is an agent).
- B35 An entity is a principal if the entity controls a promised good or service before the entity transfers the good or service to a customer. However, an entity is not necessarily acting as a principal if the entity obtains legal title of a product only momentarily before legal title is transferred to a customer. An entity that is a principal in a contract may satisfy a performance obligation by itself or it may engage another party (for example, a subcontractor) to satisfy some or all of a performance obligation on its behalf. When an entity that is a principal satisfies a performance obligation, the entity recognises revenue in the gross amount of consideration to which it expects to be entitled in exchange for those goods or services transferred.

- B36 An entity is an agent if the entity's performance obligation is to arrange for the provision of goods or services by another party. When an entity that is an agent satisfies a performance obligation, the entity recognises revenue in the amount of any fee or commission to which it expects to be entitled in exchange for arranging for the other party to provide its goods or services. An entity's fee or commission might be the net amount of consideration that the entity retains after paying the other party the consideration received in exchange for the goods or services to be provided by that party.
- B37 Indicators that an entity is an agent (and therefore does not control the good or service before it is provided to a customer) include the following:
- (a) another party is primarily responsible for fulfilling the contract;
 - (b) the entity does not have inventory risk before or after the goods have been ordered by a customer, during shipping or on return;
 - (c) the entity does not have discretion in establishing prices for the other party's goods or services and, therefore, the benefit that the entity can receive from those goods or services is limited;
 - (d) the entity's consideration is in the form of a commission; and
 - (e) the entity is not exposed to credit risk for the amount receivable from a customer in exchange for the other party's goods or services.
- B38 If another entity assumes the entity's performance obligations and contractual rights in the contract so that the entity is no longer obliged to satisfy the performance obligation to transfer the promised good or service to the customer (ie the entity is no longer acting as the principal), the entity shall not recognise revenue for that performance obligation. Instead, the entity shall evaluate whether to recognise revenue for satisfying a performance obligation to obtain a contract for the other party (ie whether the entity is acting as an agent).

Customer options for additional goods or services

- B39 Customer options to acquire additional goods or services for free or at a discount come in many forms, including sales incentives, customer award credits (or points), contract renewal options or other discounts on future goods or services.
- B40 If, in a contract, an entity grants a customer the option to acquire additional goods or services, that option gives rise to a performance obligation in the contract only if the option provides a material right to the customer that it would not receive without entering into that contract (for example, a discount that is incremental to the range of discounts typically given for those goods or services to that class of customer in that geographical area or market). If the option provides a material right to the customer, the customer in effect pays the entity in advance for future goods or services and the entity recognises revenue when those future goods or services are transferred or when the option expires.
- B41 If a customer has the option to acquire an additional good or service at a price that would reflect the stand-alone selling price for that good or service, that option does not provide the customer with a material right even if the option can be exercised only by entering into a previous contract. In those cases, the entity has made a marketing offer that it shall account for in accordance with this Standard only when the customer exercises the option to purchase the additional goods or services.
- B42 Paragraph 74 requires an entity to allocate the transaction price to performance obligations on a relative stand-alone selling price basis. If the stand-alone selling price for a customer's option to acquire additional goods or services is not directly observable, an entity shall estimate it. That estimate shall reflect the discount that the customer would obtain when exercising the option, adjusted for both of the following:
- (a) any discount that the customer could receive without exercising the option; and
 - (b) the likelihood that the option will be exercised.

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

Customers' unexercised rights

- B44 In accordance with paragraph 106, upon receipt of a prepayment from a customer, an entity shall recognise a contract liability in the amount of the prepayment for its performance obligation to transfer, or to stand ready to transfer, goods or services in the future. An entity shall derecognise that contract liability (and recognise revenue) when it transfers those goods or services and, therefore, satisfies its performance obligation.
- B45 A customer's non-refundable prepayment to an entity gives the customer a right to receive a good or service in the future (and obliges the entity to stand ready to transfer a good or service). However, customers may not exercise all of their contractual rights. Those unexercised rights are often referred to as breakage.
- B46 If an entity expects to be entitled to a breakage amount in a contract liability, the entity shall recognise the expected breakage amount as revenue in proportion to the pattern of rights exercised by the customer. If an entity does not expect to be entitled to a breakage amount, the entity shall recognise the expected breakage amount as revenue when the likelihood of the customer exercising its remaining rights becomes remote. To determine whether an entity expects to be entitled to a breakage amount, the entity shall consider the requirements in paragraphs 56–58 on constraining estimates of variable consideration.
- B47 An entity shall recognise a liability (and not revenue) for any consideration received that is attributable to a customer's unexercised rights for which the entity is required to remit to another party, for example, a government entity in accordance with applicable unclaimed property laws.

Non-refundable upfront fees (and some related costs)

- B48 In some contracts, an entity charges a customer a non-refundable upfront fee at or near contract inception. Examples include joining fees in health club membership contracts, activation fees in telecommunication contracts, setup fees in some services contracts and initial fees in some supply contracts.
- B49 To identify performance obligations in such contracts, an entity shall assess whether the fee relates to the transfer of a promised good or service. In many cases, even though a non-refundable upfront fee relates to an activity that the entity is required to undertake at or near contract inception to fulfil the contract, that activity does not result in the transfer of a promised good or service to the customer (see paragraph 25). Instead, the upfront fee is an advance payment for future goods or services and, therefore, would be recognised as revenue when those future goods or services are provided. The revenue recognition period would extend beyond the initial contractual period if the entity grants the customer the option to renew the contract and that option provides the customer with a material right as described in paragraph B40.
- B50 If the non-refundable upfront fee relates to a good or service, the entity shall evaluate whether to account for the good or service as a separate performance obligation in accordance with paragraphs 22–30.
- B51 An entity may charge a non-refundable fee in part as compensation for costs incurred in setting up a contract (or other administrative tasks as described in paragraph 25). If those setup activities do not satisfy a performance obligation, the entity shall disregard those activities (and related costs) when measuring progress in accordance with paragraph B19. That is because the costs of setup activities do not depict the transfer of services to the customer. The entity shall assess whether costs incurred in setting up a contract have resulted in an asset that shall be recognised in accordance with paragraph 95.

Licensing

- B52 A licence establishes a customer's rights to the intellectual property of an entity. Licences of intellectual property may include, but are not limited to, any of the following:
- (a) software and technology;
 - (b) motion pictures, music and other forms of media and entertainment;
 - (c) franchises; and
 - (d) patents, trademarks and copyrights.
- B53 In addition to a promise to grant a licence to a customer, an entity may also promise to transfer other goods or services to the customer. Those promises may be explicitly stated in the contract or implied by an entity's customary business practices, published policies or specific statements (see paragraph 24). As with other types of contracts, when a contract with a customer includes a promise to grant a licence in addition to other promised goods or services, an entity applies paragraphs 22–30 to identify each of the performance obligations in the contract.
- B54 If the promise to grant a licence is not distinct from other promised goods or services in the contract in accordance with paragraphs 26–30, an entity shall account for the promise to grant a licence and those other promised goods or services together as a single performance obligation. Examples of licences that are not distinct from other goods or services promised in the contract include the following:
- (a) a licence that forms a component of a tangible good and that is integral to the functionality of the good; and
 - (b) a licence that the customer can benefit from only in conjunction with a related service (such as an online service provided by the entity that enables, by granting a licence, the customer to access content).
- B55 If the licence is not distinct, an entity shall apply paragraphs 31–38 to determine whether the performance obligation (which includes the promised licence) is a performance obligation that is satisfied over time or satisfied at a point in time.
- B56 If the promise to grant the licence is distinct from the other promised goods or services in the contract and, therefore, the promise to grant the licence is a separate performance obligation, an entity shall determine whether the licence transfers to a customer either at a point in time or over time. In making this determination, an entity shall consider whether the nature of the entity's promise in granting the licence to a customer is to provide the customer with either:
- (a) a right to access the entity's intellectual property as it exists throughout the licence period; or
 - (b) a right to use the entity's intellectual property as it exists at the point in time at which the licence is granted.

Determining the nature of the entity's promise

- B57 To determine whether an entity's promise to grant a licence provides a customer with either a right to access an entity's intellectual property or a right to use an entity's intellectual property, an entity shall consider whether a customer can direct the use of, and obtain substantially all of the remaining benefits from, a licence at the point in time at which the licence is granted. A customer cannot direct the use of, and obtain substantially all of the remaining benefits from, a licence at the point in time at which the licence is granted if the intellectual property to which the customer has rights changes throughout the licence period. The intellectual property will change (and thus affect the entity's assessment of when the customer controls the licence) when the entity continues to be involved with its intellectual property and the entity undertakes activities that significantly affect the intellectual property to which the customer has rights. In these cases, the licence provides the customer with a right to access the entity's intellectual property (see paragraph B58). In contrast, a customer can direct the use of, and obtain substantially all of the remaining benefits from, the licence at the point in time at which the licence is granted if the intellectual property to which the customer has rights will not change (see paragraph B61). In those cases, any activities undertaken by the entity merely change its own asset (ie the underlying intellectual property), which may affect the entity's ability to provide future licences; however, those activities would not affect the determination of what the licence provides or what the customer controls.

- B58 The nature of an entity's promise in granting a licence is a promise to provide a right to access the entity's intellectual property if all of the following criteria are met:
- (a) the contract requires, or the customer reasonably expects, that the entity will undertake activities that significantly affect the intellectual property to which the customer has rights (see paragraph B59);
 - (b) the rights granted by the licence directly expose the customer to any positive or negative effects of the entity's activities identified in paragraph B58(a); and
 - (c) those activities do not result in the transfer of a good or a service to the customer as those activities occur (see paragraph 25).
- B59 Factors that may indicate that a customer could reasonably expect that an entity will undertake activities that significantly affect the intellectual property include the entity's customary business practices, published policies or specific statements. Although not determinative, the existence of a shared economic interest (for example, a sales-based royalty) between the entity and the customer related to the intellectual property to which the customer has rights may also indicate that the customer could reasonably expect that the entity will undertake such activities.
- B60 If the criteria in paragraph B58 are met, an entity shall account for the promise to grant a licence as a performance obligation satisfied over time because the customer will simultaneously receive and consume the benefit from the entity's performance of providing access to its intellectual property as the performance occurs (see paragraph 35(a)). An entity shall apply paragraphs 39–45 to select an appropriate method to measure its progress towards complete satisfaction of that performance obligation to provide access.
- B61 If the criteria in paragraph B58 are not met, the nature of an entity's promise is to provide a right to use the entity's intellectual property as that intellectual property exists (in terms of form and functionality) at the point in time at which the licence is granted to the customer. This means that the customer can direct the use of, and obtain substantially all of the remaining benefits from, the licence at the point in time at which the licence transfers. An entity shall account for the promise to provide a right to use the entity's intellectual property as a performance obligation satisfied at a point in time. An entity shall apply paragraph 38 to determine the point in time at which the licence transfers to the customer. However, revenue cannot be recognised for a licence that provides a right to use the entity's intellectual property before the beginning of the period during which the customer is able to use and benefit from the licence. For example, if a software licence period begins before an entity provides (or otherwise makes available) to the customer a code that enables the customer to immediately use the software, the entity would not recognise revenue before that code has been provided (or otherwise made available).
- B62 An entity shall disregard the following factors when determining whether a licence provides a right to access the entity's intellectual property or a right to use the entity's intellectual property:
- (a) Restrictions of time, geographical region or use—those restrictions define the attributes of the promised licence, rather than define whether the entity satisfies its performance obligation at a point in time or over time.
 - (b) Guarantees provided by the entity that it has a valid patent to intellectual property and that it will defend that patent from unauthorised use—a promise to defend a patent right is not a performance obligation because the act of defending a patent protects the value of the entity's intellectual property assets and provides assurance to the customer that the licence transferred meets the specifications of the licence promised in the contract.

Sales-based or usage-based royalties

- B63 Notwithstanding the requirements in paragraphs 56–59, an entity shall recognise revenue for a sales-based or usage-based royalty promised in exchange for a licence of intellectual property only when (or as) the later of the following events occurs:
- (a) the subsequent sale or usage occurs; and
 - (b) the performance obligation to which some or all of the sales-based or usage-based royalty has been allocated has been satisfied (or partially satisfied).

Repurchase agreements

- B64 A repurchase agreement is a contract in which an entity sells an asset and also promises or has the option (either in the same contract or in another contract) to repurchase the asset. The repurchased asset may be the asset that was originally sold to the customer, an asset that is substantially the same as that asset, or another asset of which the asset that was originally sold is a component.
- B65 Repurchase agreements generally come in three forms:
- (a) an entity's obligation to repurchase the asset (a forward);
 - (b) an entity's right to repurchase the asset (a call option); and
 - (c) an entity's obligation to repurchase the asset at the customer's request (a put option).

A forward or a call option

- B66 If an entity has an obligation or a right to repurchase the asset (a forward or a call option), a customer does not obtain control of the asset because the customer is limited in its ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset even though the customer may have physical possession of the asset. Consequently, the entity shall account for the contract as either of the following:
- (a) a lease in accordance with IAS 17 *Leases* if the entity can or must repurchase the asset for an amount that is less than the original selling price of the asset; or
 - (b) a financing arrangement in accordance with paragraph B68 if the entity can or must repurchase the asset for an amount that is equal to or more than the original selling price of the asset.
- B67 When comparing the repurchase price with the selling price, an entity shall consider the time value of money.
- B68 If the repurchase agreement is a financing arrangement, the entity shall continue to recognise the asset and also recognise a financial liability for any consideration received from the customer. The entity shall recognise the difference between the amount of consideration received from the customer and the amount of consideration to be paid to the customer as interest and, if applicable, as processing or holding costs (for example, insurance).
- B69 If the option lapses unexercised, an entity shall derecognise the liability and recognise revenue.

A put option

- B70 If an entity has an obligation to repurchase the asset at the customer's request (a put option) at a price that is lower than the original selling price of the asset, the entity shall consider at contract inception whether the customer has a significant economic incentive to exercise that right. The customer's exercising of that right results in the customer effectively paying the entity consideration for the right to use a specified asset for a period of time. Therefore, if the customer has a significant economic incentive to exercise that right, the entity shall account for the agreement as a lease in accordance with IAS 17.
- B71 To determine whether a customer has a significant economic incentive to exercise its right, an entity shall consider various factors, including the relationship of the repurchase price to the expected market value of the asset at the date of the repurchase and the amount of time until the right expires. For example, if the repurchase price is expected to significantly exceed the market value of the asset, this may indicate that the customer has a significant economic incentive to exercise the put option.
- B72 If the customer does not have a significant economic incentive to exercise its right at a price that is lower than the original selling price of the asset, the entity shall account for the agreement as if it were the sale of a product with a right of return as described in paragraphs B20–B27.
- B73 If the repurchase price of the asset is equal to or greater than the original selling price and is more than the expected market value of the asset, the contract is in effect a financing arrangement and, therefore, shall be accounted for as described in paragraph B68.

- B74 If the repurchase price of the asset is equal to or greater than the original selling price and is less than or equal to the expected market value of the asset, and the customer does not have a significant economic incentive to exercise its right, then the entity shall account for the agreement as if it were the sale of a product with a right of return as described in paragraphs B20–B27.
- B75 When comparing the repurchase price with the selling price, an entity shall consider the time value of money.
- B76 If the option lapses unexercised, an entity shall derecognise the liability and recognise revenue.

Consignment arrangements

- B77 When an entity delivers a product to another party (such as a dealer or a distributor) for sale to end customers, the entity shall evaluate whether that other party has obtained control of the product at that point in time. A product that has been delivered to another party may be held in a consignment arrangement if that other party has not obtained control of the product. Accordingly, an entity shall not recognise revenue upon delivery of a product to another party if the delivered product is held on consignment.
- B78 Indicators that an arrangement is a consignment arrangement include, but are not limited to, the following:
- (a) the product is controlled by the entity until a specified event occurs, such as the sale of the product to a customer of the dealer or until a specified period expires;
 - (b) the entity is able to require the return of the product or transfer the product to a third party (such as another dealer); and
 - (c) the dealer does not have an unconditional obligation to pay for the product (although it might be required to pay a deposit).

Bill-and-hold arrangements

- B79 A bill-and-hold arrangement is a contract under which an entity bills a customer for a product but the entity retains physical possession of the product until it is transferred to the customer at a point in time in the future. For example, a customer may request an entity to enter into such a contract because of the customer's lack of available space for the product or because of delays in the customer's production schedules.
- B80 An entity shall determine when it has satisfied its performance obligation to transfer a product by evaluating when a customer obtains control of that product (see paragraph 38). For some contracts, control is transferred either when the product is delivered to the customer's site or when the product is shipped, depending on the terms of the contract (including delivery and shipping terms). However, for some contracts, a customer may obtain control of a product even though that product remains in an entity's physical possession. In that case, the customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the product even though it has decided not to exercise its right to take physical possession of that product. Consequently, the entity does not control the product. Instead, the entity provides custodial services to the customer over the customer's asset.
- B81 In addition to applying the requirements in paragraph 38, for a customer to have obtained control of a product in a bill-and-hold arrangement, all of the following criteria must be met:
- (a) the reason for the bill-and-hold arrangement must be substantive (for example, the customer has requested the arrangement);
 - (b) the product must be identified separately as belonging to the customer;
 - (c) the product currently must be ready for physical transfer to the customer; and
 - (d) the entity cannot have the ability to use the product or to direct it to another customer.
- B82 If an entity recognises revenue for the sale of a product on a bill-and-hold basis, the entity shall consider whether it has remaining performance obligations (for example, for custodial services) in accordance with paragraphs 22–30 to which the entity shall allocate a portion of the transaction price in accordance with paragraphs 73–86.

Customer acceptance

- B83 In accordance with paragraph 38(e), a customer's acceptance of an asset may indicate that the customer has obtained control of the asset. Customer acceptance clauses allow a customer to cancel a contract or require an entity to take remedial action if a good or service does not meet agreed-upon specifications. An entity shall consider such clauses when evaluating when a customer obtains control of a good or service.
- B84 If an entity can objectively determine that control of a good or service has been transferred to the customer in accordance with the agreed-upon specifications in the contract, then customer acceptance is a formality that would not affect the entity's determination of when the customer has obtained control of the good or service. For example, if the customer acceptance clause is based on meeting specified size and weight characteristics, an entity would be able to determine whether those criteria have been met before receiving confirmation of the customer's acceptance. The entity's experience with contracts for similar goods or services may provide evidence that a good or service provided to the customer is in accordance with the agreed-upon specifications in the contract. If revenue is recognised before customer acceptance, the entity still must consider whether there are any remaining performance obligations (for example, installation of equipment) and evaluate whether to account for them separately.
- B85 However, if an entity cannot objectively determine that the good or service provided to the customer is in accordance with the agreed-upon specifications in the contract, then the entity would not be able to conclude that the customer has obtained control until the entity receives the customer's acceptance. That is because in that circumstance the entity cannot determine that the customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the good or service.
- B86 If an entity delivers products to a customer for trial or evaluation purposes and the customer is not committed to pay any consideration until the trial period lapses, control of the product is not transferred to the customer until either the customer accepts the product or the trial period lapses.

Disclosure of disaggregated revenue

- B87 Paragraph 114 requires an entity to disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. Consequently, the extent to which an entity's revenue is disaggregated for the purposes of this disclosure depends on the facts and circumstances that pertain to the entity's contracts with customers. Some entities may need to use more than one type of category to meet the objective in paragraph 114 for disaggregating revenue. Other entities may meet the objective by using only one type of category to disaggregate revenue.
- B88 When selecting the type of category (or categories) to use to disaggregate revenue, an entity shall consider how information about the entity's revenue has been presented for other purposes, including all of the following:
- (a) disclosures presented outside the financial statements (for example, in earnings releases, annual reports or investor presentations);
 - (b) information regularly reviewed by the chief operating decision maker for evaluating the financial performance of operating segments; and
 - (c) other information that is similar to the types of information identified in paragraph B88(a) and (b) and that is used by the entity or users of the entity's financial statements to evaluate the entity's financial performance or make resource allocation decisions.
- B89 Examples of categories that might be appropriate include, but are not limited to, all of the following:
- (a) type of good or service (for example, major product lines);
 - (b) geographical region (for example, country or region);
 - (c) market or type of customer (for example, government and non-government customers);
 - (d) type of contract (for example, fixed-price and time-and-materials contracts);
 - (e) contract duration (for example, short-term and long-term contracts);
 - (f) timing of transfer of goods or services (for example, revenue from goods or services transferred to customers at a point in time and revenue from goods or services transferred over time); and

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

Appendix C

Effective date and transition

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

EFFECTIVE DATE

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

TRANSITION

- C2 For the purposes of the transition requirements in paragraphs C3–C8:
- (a) the date of initial application is the start of the reporting period in which an entity first applies this Standard; and
 - (b) a completed contract is a contract for which the entity has transferred all of the goods or services identified in accordance with IAS 11 *Construction Contracts*, IAS 18 *Revenue* and related Interpretations.
- C3 An entity shall apply this Standard using one of the following two methods:
- (a) retrospectively to each prior reporting period presented in accordance with IAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors*, subject to the expedients in paragraph C5; or
 - (b) retrospectively with the cumulative effect of initially applying this Standard recognised at the date of initial application in accordance with paragraphs C7–C8.
- C4 Notwithstanding the requirements of paragraph 28 of IAS 8, when this Standard is first applied, an entity need only present the quantitative information required by paragraph 28(f) of IAS 8 for the annual period immediately preceding the first annual period for which this Standard is applied (the ‘immediately preceding period’) and only if the entity applies this Standard retrospectively in accordance with paragraph C3(a). An entity may also present this information for the current period or for earlier comparative periods, but is not required to do so.
- C5 An entity may use one or more of the following practical expedients when applying this Standard retrospectively in accordance with paragraph C3(a):
- (a) for completed contracts, an entity need not restate contracts that begin and end within the same annual reporting period;
 - (b) for completed contracts that have variable consideration, an entity may use the transaction price at the date the contract was completed rather than estimating variable consideration amounts in the comparative reporting periods; and
 - (c) for all reporting periods presented before the date of initial application, an entity need not disclose the amount of the transaction price allocated to the remaining performance obligations and an explanation of when the entity expects to recognise that amount as revenue (see paragraph 120).
- C6 For any of the practical expedients in paragraph C5 that an entity uses, the entity shall apply that expedient consistently to all contracts within all reporting periods presented. In addition, the entity shall disclose all of the following information:
- (a) the expedients that have been used; and
 - (b) to the extent reasonably possible, a qualitative assessment of the estimated effect of applying each of those expedients.
- C7 If an entity elects to apply this Standard retrospectively in accordance with paragraph C3(b), the entity shall recognise the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings (or other component of equity, as appropriate) of the annual reporting period that includes the date of initial application. Under this transition method, an entity shall apply this Standard retrospectively only to contracts that are not completed contracts at the date of initial application (for example, 1 January 2018 for an entity with a 31 December year-end).

- C8 For reporting periods that include the date of initial application, an entity shall provide both of the following additional disclosures if this Standard is applied retrospectively in accordance with paragraph C3(b):
- (a) the amount by which each financial statement line item is affected in the current reporting period by the application of this Standard as compared to IAS 11, IAS 18 and related Interpretations that were in effect before the change; and
 - (b) an explanation of the reasons for significant changes identified in C8(a).

References to IFRS 9

- C9 If an entity applies this Standard but does not yet apply IFRS 9 *Financial Instruments*, any reference in this Standard to IFRS 9 shall be read as a reference to IAS 39 *Financial Instruments: Recognition and Measurement*.

WITHDRAWAL OF OTHER STANDARDS

- C10 This Standard supersedes the following Standards:
- (a) IAS 11 *Construction Contracts*;
 - (b) IAS 18 *Revenue*;
 - (c) IFRIC 13 *Customer Loyalty Programmes*;
 - (d) IFRIC 15 *Agreements for the Construction of Real Estate*;
 - (e) IFRIC 18 *Transfers of Assets from Customers*; and
 - (f) SIC-31 *Revenue—Barter Transactions Involving Advertising Services*.

Appendix D

Amendments to other Standards

This Appendix describes the amendments to other Standards that the IASB made when it finalised IFRS 15.

This table shows how the following references have been amended in other Standards.

Existing reference to	contained in	in	is amended to reference to
IAS 18 <i>Revenue</i> or IAS 18	IFRS 4	Paragraphs 4(a) and (c), B18(h)	IFRS 15 <i>Revenue from Contracts with Customers</i> or IFRS 15
	IAS 16	Paragraph 68A	
	IAS 39	Paragraph AG2	
	IAS 40	Paragraph 3(b)	
IAS 11 <i>Construction Contracts</i> or IAS 11	SIC-32	Paragraph 6	

IFRS 1 *First-time Adoption of International Financial Reporting Standards*

Paragraph 39X is added.

EFFECTIVE DATE

...

- 39X IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, deleted paragraph D24 and its related heading and added paragraphs D34–D35 and their related heading. An entity shall apply those amendments when it applies IFRS 15.

In Appendix D, paragraphs D34–D35 and their related heading are added.

Revenue

- D34 A first-time adopter may apply the transition provisions in paragraph C5 of IFRS 15. In those paragraphs references to the 'date of initial application' shall be interpreted as the beginning of the first IFRS reporting period. If a first-time adopter decides to apply those transition provisions, it shall also apply paragraph C6 of IFRS 15.
- D35 A first-time adopter is not required to restate contracts that were completed before the earliest period presented. A completed contract is a contract for which the entity has transferred all of the goods or services identified in accordance with previous GAAP.

IFRS 3 Business Combinations

Paragraph 56 is amended and paragraph 64K is added.

Contingent liabilities

56. After initial recognition and until the liability is settled, cancelled or expires, the acquirer shall measure a contingent liability recognised in a business combination at the higher of:
- (a) the amount that would be recognised in accordance with IAS 37; and
 - (b) the amount initially recognised less, if appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15 *Revenue from Contracts with Customers*.

This requirement does not apply to contracts accounted for in accordance with IAS 39.

...

Effective date

...

- 64K IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraph 56. An entity shall apply that amendment when it applies IFRS 15.

IFRS 4 Insurance Contracts

Paragraph 41G is added.

EFFECTIVE DATE AND TRANSITION

...

- 41G IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 4(a) and (c), B7, B18(h), B21. An entity shall apply those amendments when it applies IFRS 15.

In Appendix B, paragraphs B7 and B21 are amended.

Payments in kind

...

- B7 Applying the IFRS to the contracts described in paragraph B6 is likely to be no more burdensome than applying the IFRSs that would be applicable if such contracts were outside the scope of this IFRS:
- (a) ...
 - (b) If IFRS 15 applied, the service provider would recognise revenue when (or as) it transfers services to the customer (subject to other specified criteria). That approach is also acceptable under this IFRS, which permits the service provider (i) to continue its existing accounting policies for these contracts unless they involve practices prohibited by paragraph 14 and (ii) to improve its accounting policies if so permitted by paragraphs 22–30.
 - (c) ...

Examples of insurance contracts

...

- B21 If the contracts described in paragraph B19 do not create financial assets or financial liabilities, IFRS 15 applies. Under IFRS 15, revenue is recognised when (or as) an entity satisfies a performance obligation by transferring a promised good or service to a customer in an amount that reflects the consideration to which the entity expects to be entitled.

IFRS 9 *Financial Instruments* (November 2009)

Paragraphs 3.1.1, 5.1.1 and 5.4.5 are amended and paragraphs 5.1.2, 5.4.1 A and 8.1.5 are added.

3.1 INITIAL RECOGNITION OF FINANCIAL ASSETS

- 3.1.1. An entity shall recognise a financial asset in its statement of financial position when, and only when, the entity becomes party to the contractual provisions of the instrument (see paragraphs AG34 and AG35 of IAS 39). When an entity first recognises a financial asset, it shall classify it in accordance with paragraphs 4.1–4.5 and measure it in accordance with paragraphs 5.1.1–5.1.2.**

...

5.1 INITIAL MEASUREMENT

- 5.1.1. Except for trade receivables within the scope of paragraph 5.1.2, at initial recognition, an entity shall measure a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset.**

...

- 5.1.2. Notwithstanding the requirement in paragraph 5.1.1, at initial recognition, an entity shall measure trade receivables that do not have a significant financing component (determined in accordance with IFRS 15 *Revenue from Contracts with Customers*) at their transaction price (as defined in IFRS 15).

5.4 GAINS AND LOSSES

...

- 5.4.1 A *Dividends* are recognised in profit or loss only when:

- (a) the entity's right to receive payment of the dividend is established;
- (b) it is probable that the economic benefits associated with the dividend will flow to the entity; and
- (c) the amount of the dividend can be measured reliably.

...

Investments in equity instruments

...

- 5.4.5. If an entity makes the election in paragraph 5.4.4, it shall recognise in profit or loss dividends from that investment in accordance with paragraph 5.4.1 A.

...

8.1 EFFECTIVE DATE

...

- 8.1.5. IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 3.1.1, 5.1.1, 5.4.5 and B5.12 and deleted paragraph C16 and its related heading. Paragraphs 5.1.2 and 5.4.1 A, and a definition to Appendix A, were added. An entity shall apply those amendments when it applies IFRS 15.

In Appendix A, a definition is added.

dividends Distributions of profits to holders of equity instruments in proportion to their holdings of a particular class of capital.

In Appendix B, paragraph B5.12 is amended.

Gains and losses

B5.12 Paragraph 5.4.4 permits an entity to make an irrevocable election to present in other comprehensive income changes in the fair value of an investment in an equity instrument that is not held for trading. This election is made on an instrument-by-instrument (ie share-by-share) basis. Amounts presented in other comprehensive income shall not be subsequently transferred to profit or loss. However, the entity may transfer the cumulative gain or loss within equity. Dividends on such investments are recognised in profit or loss in accordance with paragraph 5.4.5 unless the dividend clearly represents a recovery of part of the cost of the investment.

In Appendix C, paragraph C16 and its related heading are deleted.

IFRS 9 Financial Instruments (October 2010)

Paragraphs 3.1.1, 4.2.1, 5.1.1, 5.2.1 and 5.7.6 are amended and paragraphs 5.1.3, 5.7.1 A and 7.1.4 are added.

3.1 INITIAL RECOGNITION

3.1.1. An entity shall recognise a financial asset or financial liability in its statement of financial position when, and only when, the entity becomes party to the contractual provisions of the instrument (see paragraphs B3.1.1 and B3.1.2). When an entity first recognises a financial asset, it shall classify it in accordance with paragraphs 4.1.1–4.1.5 and measure it in accordance with paragraphs 5.1.1–5.1.3. When an entity first recognises a financial liability, it shall classify it in accordance with paragraphs 4.2.1 and 4.2.2 and measure it in accordance with paragraph 5.1.1.

...

4.2 CLASSIFICATION OF FINANCIAL LIABILITIES

4.2.1. An entity shall classify all financial liabilities as subsequently measured at amortised cost using the effective interest method, except for:

(a) ...

(c) **financial guarantee contracts** as defined in Appendix A. After initial recognition, an issuer of such a contract shall (unless paragraph 4.2.1(a) or (b) applies) subsequently measure it at the higher of:

(i) the amount determined in accordance with IAS 37 *Provisions, Contingent Liabilities and Contingent Assets* and

(ii) the amount initially recognised (see paragraph 5.1.1) less, when appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15 *Revenue from Contracts with Customers*.

(d) commitments to provide a loan at a below-market interest rate. After initial recognition, an issuer of such a commitment shall (unless paragraph 4.2.1(a) applies) subsequently measure it at the higher of:

(i) the amount determined in accordance with IAS 37 and

(ii) the amount initially recognised (see paragraph 5.1.1) less, when appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15.

(e) ...

5.1 INITIAL MEASUREMENT

5.1.1. Except for trade receivables within the scope of paragraph 5.1.3, at initial recognition, an entity shall measure a financial asset or financial liability at its fair value plus or minus, in the case of a financial asset or financial liability not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition or issue of the financial asset or financial liability.

...

5.1.3. Notwithstanding the requirement in paragraph 5.1.1, at initial recognition, an entity shall measure trade receivables that do not have a significant financing component (determined in accordance with IFRS 15) at their transaction price (as defined in IFRS 15).

5.2 SUBSEQUENT MEASUREMENT OF FINANCIAL ASSETS

5.2.1. After initial recognition, an entity shall measure a financial asset in accordance with paragraphs 4.1.1–4.1.5 at fair value or amortised cost (see paragraphs 9 and AG5–AG8C of IAS 39).

...

5.7 GAINS AND LOSSES

...

5.7.1 A *Dividends* are recognised in profit or loss only when:

- (a) the entity's right to receive payment of the dividend is established;
- (b) it is probable that the economic benefits associated with the dividend will flow to the entity; and
- (c) the amount of the dividend can be measured reliably.

...

Investments in equity instruments

...

5.7.6. If an entity makes the election in paragraph 5.7.5, it shall recognise in profit or loss dividends from that investment in accordance with paragraph 5.7.1 A.

...

7.1 EFFECTIVE DATE

...

7.1.4. IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 3.1.1, 4.2.1, 5.1.1, 5.2.1, 5.7.6, B3.2.13, B5.7.1, C5 and C42 and deleted paragraph C16 and its related heading. Paragraphs 5.1.3 and 5.7.1 A, and a definition to Appendix A, were added. An entity shall apply those amendments when it applies IFRS 15.

In Appendix A, a definition is added.

dividends Distributions of profits to holders of equity instruments in proportion to their holdings of a particular class of capital.

In Appendix B, paragraphs B3.2.13 and B5.7.1 are amended.

Continuing involvement in transferred assets

B3.2.13 The following are examples of how an entity measures a transferred asset and the associated liability under paragraph 3.2.16.

All assets

- (a) If a guarantee provided by an entity to pay for default losses on a transferred asset prevents the transferred asset from being derecognised to the extent of the continuing involvement, the transferred asset at the date of the transfer is measured at the lower of (i) the carrying amount of the asset and (ii) the maximum amount of the consideration received in the transfer that the entity could be required to repay ('the guarantee amount'). The associated liability is initially measured at the guarantee amount plus the fair value of the guarantee (which is normally the consideration received for the guarantee). Subsequently, the initial fair value of the guarantee is recognised in profit or loss when (or as) the obligation is satisfied (in accordance with the principles of IFRS 15) and the carrying value of the asset is reduced by any impairment losses.

...

Gains and losses (section 5.7)

B5.7.1 Paragraph 5.7.5 permits an entity to make an irrevocable election to present in other comprehensive income changes in the fair value of an investment in an equity instrument that is not held for trading. This election is made on an instrument-by-instrument (ie share-by-share) basis. Amounts presented in other comprehensive income shall not be subsequently transferred to profit or loss. However, the entity may transfer the cumulative gain or loss within equity. Dividends on such investments are recognised in profit or loss in accordance with paragraph 5.7.6 unless the dividend clearly represents a recovery of part of the cost of the investment.

In Appendix C, paragraphs C5 and C42 are amended. Paragraph C16 and its related heading are deleted.

IFRS 3 Business Combinations

C5 Paragraphs 16, 42, 53, 56 and 58(b) are amended to read as follows, paragraph 64A is deleted and paragraph 64D is added:

...

56 After initial recognition and until the liability is settled, cancelled or expires, the acquirer shall measure a contingent liability recognised in a business combination at the higher of:

- (a) the amount that would be recognised in accordance with IAS 37; and
 (b) the amount initially recognised less, if appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15 *Revenue from Contracts with Customers*.

This requirement does not apply to contracts accounted for in accordance with IFRS 9.

...

IAS 39 Financial Instruments: Recognition and Measurement

...

C42 In Appendix A, paragraphs AG3–AG4 are amended to read as follows:

...

AG4 Financial guarantee contracts may have various legal forms, such as ...

- (a) ... the issuer measures it at the higher of:
 (i) the amount determined in accordance with IAS 37; and
 (ii) the amount initially recognised less, when appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15 (see paragraph 4.2.1(c) of IFRS 9).
 (b) ...

IFRS 9 Financial Instruments (Hedge Accounting and amendments to IFRS 9, IFRS 7 and IAS 39) ⁽¹⁾

Paragraph 5.2.1 is amended.

5.2 SUBSEQUENT MEASUREMENT OF FINANCIAL ASSETS**5.2.1. After initial recognition, an entity shall measure a financial asset in accordance with paragraphs 4.1.1–4.1.5 at fair value or amortised cost (see paragraphs 9 and AG5–AG8C of IAS 39).**

In Appendix A, a definition is added.

dividends Distributions of profits to holders of equity instruments in proportion to their holdings of a particular class of capital.

In Appendix C, paragraphs C5 and C38 are amended. Paragraph C21 and its related heading are deleted.

IFRS 3 Business Combinations

C5 Paragraphs 16, 42, 53, 56 and 58(b) are amended to read as follows, paragraphs 64A and 64D are deleted and paragraph 64H is added:

...

56 After initial recognition and until the liability is settled, cancelled or expires, the acquirer shall measure a contingent liability recognised in a business combination at the higher of:

- (a) the amount that would be recognised in accordance with IAS 37; and
- (b) the amount initially recognised less, if appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15 *Revenue from Contracts with Customers*.

This requirement does not apply to contracts accounted for in accordance with IFRS 9.

...

IAS 39 Financial Instruments: Recognition and Measurement

...

C38 In Appendix A, paragraphs AG3–AG4 are amended to read as follows:

...

AG4 Financial guarantee contracts may have various legal forms, such as ...

- (a) the issuer measures it at the higher of:
 - (i) the amount determined in accordance with IAS 37; and
 - (ii) the amount initially recognised less, when appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15 (see paragraph 4.2.1(c) of IFRS 9).
- (b) ...

⁽¹⁾ The consequential amendments that IFRS 15 makes to IFRS 9 (Hedge Accounting and amendments to IFRS 9, IFRS 7 and IAS 39) should be read in conjunction with the consequential amendments that IFRS 15 makes to IFRS 9 (2010). That is because IFRS 9 (Hedge Accounting and amendments to IFRS 9, IFRS 7 and IAS 39) includes only those paragraphs from IFRS 9 (2010) that it amended or that were necessary for ease of reference. Therefore, an effective date paragraph has not been added to IFRS 9 (Hedge Accounting and amendments to IFRS 9, IFRS 7 and IAS 39) because it is encapsulated in the effective date paragraph that is being added to IFRS 9 (2010).

IAS 1 Presentation of Financial Statements

Paragraph 34 is amended and paragraph 139N is added.

Offsetting

...

34. IFRS 15 *Revenue from Contracts with Customers* requires an entity to measure revenue from contracts with customers at the amount of consideration to which the entity expects to be entitled in exchange for transferring promised goods or services. For example, the amount of revenue recognised reflects any trade discounts and volume rebates the entity allows. An entity undertakes, in the course of its ordinary activities, other transactions that do not generate revenue but are incidental to the main revenue-generating activities. An entity presents the results of such transactions, when this presentation reflects the substance of the transaction or other event, by netting any income with related expenses arising on the same transaction. For example:
- (a) an entity presents gains and losses on the disposal of non-current assets, including investments and operating assets, by deducting from the amount of consideration on disposal the carrying amount of the asset and related selling expenses; and
 - (b) ...

TRANSITION AND EFFECTIVE DATE

...

- 139N IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraph 34. An entity shall apply that amendment when it applies IFRS 15.

IAS 2 Inventories

Paragraphs 2, 8, 29 and 37 are amended and paragraph 40E is added. Paragraph 19 is deleted.

SCOPE

2. **This Standard applies to all inventories, except:**
- (a) [deleted]
 - (b) ...

DEFINITIONS

...

8. Inventories encompass goods purchased and held for resale including, for example, merchandise purchased by a retailer and held for resale, or land and other property held for resale. Inventories also encompass finished goods produced, or work in progress being produced, by the entity and include materials and supplies awaiting use in the production process. Costs incurred to fulfil a contract with a customer that do not give rise to inventories (or assets within the scope of another Standard) are accounted for in accordance with IFRS 15 *Revenue from Contracts with Customers*.

...

Net realisable value

...

29. Inventories are usually written down to net realisable value item by item. In some circumstances, however, it may be appropriate to group similar or related items. This may be the case with items of inventory relating to the same product line that have similar purposes or end uses, are produced and marketed in the same geographical area, and cannot be practicably evaluated separately from other items in that product line. It is not appropriate to write inventories down on the basis of a classification of inventory, for example, finished goods, or all the inventories in a particular operating segment.

...

DISCLOSURE

...

37. Information about the carrying amounts held in different classifications of inventories and the extent of the changes in these assets is useful to financial statement users. Common classifications of inventories are merchandise, production supplies, materials, work in progress and finished goods.

...

EFFECTIVE DATE

...

- 40E IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 2, 8, 29 and 37 and deleted paragraph 19. An entity shall apply those amendments when it applies IFRS 15.

IAS 12 *Income Taxes*

Paragraph 59 is amended and paragraph 98E is added.

Items recognised in profit or loss

...

59. Most deferred tax liabilities and deferred tax assets arise where income or expense is included in accounting profit in one period, but is included in taxable profit (tax loss) in a different period. The resulting deferred tax is recognised in profit or loss. Examples are when:
- (a) interest, royalty or dividend revenue is received in arrears and is included in accounting profit in accordance with IFRS 15 *Revenue from Contracts with Customers*, IAS 39 *Financial Instruments: Recognition and Measurement* or IFRS 9 *Financial Instruments*, as relevant, but is included in taxable profit (tax loss) on a cash basis; and
 - (b) ...

EFFECTIVE DATE

...

- 98E IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraph 59. An entity shall apply that amendment when it applies IFRS 15.

IAS 16 *Property, Plant and Equipment*

Paragraphs 69 and 72 are amended and paragraph 81J is added.

DERECOGNITION

...

69. The disposal of an item of property, plant and equipment may occur in a variety of ways (eg by sale, by entering into a finance lease or by donation). The date of disposal of an item of property, plant and equipment is the date the recipient obtains control of that item in accordance with the requirements for determining when a performance obligation is satisfied in IFRS 15. IAS 17 applies to disposal by a sale and leaseback.

...

72. The amount of consideration to be included in the gain or loss arising from the derecognition of an item of property, plant and equipment is determined in accordance with the requirements for determining the transaction price in paragraphs 47–72 of IFRS 15. Subsequent changes to the estimated amount of the consideration included in the gain or loss shall be accounted for in accordance with the requirements for changes in the transaction price in IFRS 15.

...

EFFECTIVE DATE

...

- 81J IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 68A, 69 and 72. An entity shall apply those amendments when it applies IFRS 15.

IAS 32 Financial Instruments: Presentation

Paragraph 97Q is added.

EFFECTIVE DATE AND TRANSITION

...

- 97Q IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraph AG21. An entity shall apply that amendment when it applies IFRS 15.

In the Application Guidance, paragraph AG21 is amended.

Contracts to buy or sell non-financial items (paragraphs 8–10)

...

- AG21 Except as required by IFRS 15 *Revenue from Contracts with Customers*, a contract that involves the receipt or delivery of physical assets does not give rise to a financial asset of one party and a financial liability of the other party unless any corresponding payment is deferred past the date on which the physical assets are transferred. Such is the case with the purchase or sale of goods on trade credit.

IAS 34 Interim Financial Reporting

Paragraphs 15B and 16A are amended and paragraph 55 is added.

Significant events and transactions

...

- 15B The following is a list of events and transactions for which disclosures would be required if they are significant: the list is not exhaustive.
- (a) ...
- (b) recognition of a loss from the impairment of financial assets, property, plant and equipment, intangible assets, assets arising from contracts with customers, or other assets, and the reversal of such an impairment loss;
- (c) ...

Other disclosures

- 16A **In addition to disclosing significant events and transactions in accordance with paragraphs 15–15C, an entity shall include the following information, in the notes to its interim financial statements, if not disclosed elsewhere in the interim financial report. The information shall normally be reported on a financial year-to-date basis.**
- (a) ...
- (l) **the disaggregation of revenue from contracts with customers required by paragraphs 114–115 of IFRS 15 *Revenue from Contracts with Customers*.**

...

EFFECTIVE DATE

...

55. IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 15B and 16A. An entity shall apply those amendments when it applies IFRS 15.

IAS 36 Impairment of Assets

Paragraph 2 is amended and paragraph 140L is added.

SCOPE

2. **This Standard shall be applied in accounting for the impairment of all assets, other than:**
- (a) ...
 - (b) **contract assets and assets arising from costs to obtain or fulfil a contract that are recognised in accordance with IFRS 15 *Revenue from Contracts with Customers*;**
 - (c) ...

TRANSITION PROVISIONS AND EFFECTIVE DATE

...

- 140L IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraph 2. An entity shall apply that amendment when it applies IFRS 15.

IAS 37 Provisions, Contingent Liabilities and Contingent Assets ⁽¹⁾

Paragraph 5 is amended and paragraph 100 is added. Paragraph 6 is deleted.

SCOPE

...

5. When another Standard deals with a specific type of provision, contingent liability or contingent asset, an entity applies that Standard instead of this Standard. For example, some types of provisions are addressed in Standards on:
- (a) [deleted]
 - (b) ...
 - (e) insurance contracts (see IFRS 4 *Insurance Contracts*). However, this Standard applies to provisions, contingent liabilities and contingent assets of an insurer, other than those arising from its contractual obligations and rights under insurance contracts within the scope of IFRS 4;
 - (f) contingent consideration of an acquirer in a business combination (see IFRS 3 *Business Combinations*); and
 - (g) revenue from contracts with customers (see IFRS 15 *Revenue from Contracts with Customers*). However, as IFRS 15 contains no specific requirements to address contracts with customers that are, or have become, onerous, this Standard applies to such cases.

...

EFFECTIVE DATE

...

100. IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraph 5 and deleted paragraph 6. An entity shall apply those amendments when it applies IFRS 15.

⁽¹⁾ *Annual Improvements to IFRSs 2010–2012 Cycle*, as issued in December 2013, used mark-up to show the amendments made to paragraph 5 of IAS 37. For this publication, those changes have been accepted and new changes have been shown in mark-up.

IAS 38 Intangible Assets

Paragraphs 3, 114 and 116 are amended and paragraph 130K is added.

SCOPE

...

3. If another Standard prescribes the accounting for a specific type of intangible asset, an entity applies that Standard 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 business (see IAS 2 *Inventories*).
 - (b) ...
 - (i) assets arising from contracts with customers that are recognised in accordance with IFRS 15 *Revenue from Contracts with Customers*.

...

RETIREMENTS AND DISPOSALS

...

114. The disposal of an intangible asset may occur in a variety of ways (eg by sale, by entering into a finance lease, or by donation). The date of disposal of an intangible asset is the date that the recipient obtains control of that asset in accordance with the requirements for determining when a performance obligation is satisfied in IFRS 15 *Revenue from Contracts with Customers*. IAS 17 applies to disposal by a sale and leaseback.

...

116. The amount of consideration to be included in the gain or loss arising from the derecognition of an intangible asset is determined in accordance with the requirements for determining the transaction price in paragraphs 47–72 of IFRS 15. Subsequent changes to the estimated amount of the consideration included in the gain or loss shall be accounted for in accordance with the requirements for changes in the transaction price in IFRS 15.

...

TRANSITIONAL PROVISIONS AND EFFECTIVE DATE

...

- 130K IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 3, 114 and 116. An entity shall apply those amendments when it applies IFRS 15.

IAS 39 Financial Instruments: Recognition and Measurement

Paragraphs 2, 9, 43, 47 and 55 are amended and paragraphs 2A, 44A, 55A and 103T are added.

SCOPE

2. **This Standard shall be applied by all entities to all types of financial instruments except:**
- (a) ...
 - (k) **rights and obligations within the scope of IFRS 15 *Revenue from Contracts with Customers* that are financial instruments, except for those that IFRS 15 specifies are accounted for in accordance with IFRS 9.**
- 2A **The impairment requirements of this Standard shall be applied to those rights that IFRS 15 specifies are accounted for in accordance with this Standard for the purposes of recognising impairment losses.**

...

DEFINITIONS

...

9. ...

Definitions relating to recognition and measurement

...

The *effective interest method* is a method of calculating the amortised cost of a financial asset or a financial liability (or group of financial assets or financial liabilities) and of allocating the interest income or interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument or, when appropriate, a shorter period to the net carrying amount of the financial asset or financial liability. When calculating the effective interest rate, an entity shall estimate cash flows considering all contractual terms of the financial instrument (for example, prepayment, call and similar options) but shall not consider future credit losses. The calculation includes all fees and points paid or received between parties to the contract that are an integral part of the effective interest rate (see paragraphs AG8A–AG8B), transaction costs, and all other premiums or discounts. There is a presumption that the cash flows and the expected life of a group of similar financial instruments can be estimated reliably. However, in those rare cases when it is not possible to estimate reliably the cash flows or the expected life of a financial instrument (or group of financial instruments), the entity shall use the contractual cash flows over the full contractual term of the financial instrument (or group of financial instruments).

Derecognition is the removal of a previously recognised financial asset or financial liability from an entity's statement of financial position.

Dividends are distributions of profits to holders of equity instruments in proportion to their holdings of a particular class of capital.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (See IFRS 13.)

...

Initial measurement of financial assets and financial liabilities

43. Except for trade receivables within the scope of paragraph 44A, when a financial asset or financial liability is recognised initially, an entity shall measure it at its fair value plus, in the case of a financial asset or financial liability not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition or issue of the financial asset or financial liability.

...

44A Notwithstanding the requirement in paragraph 43, at initial recognition, an entity shall measure trade receivables that do not have a significant financing component (determined in accordance with IFRS 15) at their transaction price (which is defined in IFRS 15).

...

Subsequent measurement of financial liabilities

47. After initial recognition, an entity shall measure all financial liabilities at amortised cost using the effective interest method, except for:

(a) ...

(c) financial guarantee contracts as defined in paragraph 9. After initial recognition, an issuer of such a contract shall (unless paragraph 47(a) or (b) applies) measure it at the higher of:

(i) the amount determined in accordance with IAS 37; and

- (ii) the amount initially recognised (see paragraph 43) less, when appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15.
- (d) commitments to provide a loan at a below-market interest rate. After initial recognition, an issuer of such a commitment shall (unless paragraph 47(a) applies) measure it at the higher of:
 - (i) the amount determined in accordance with IAS 37; and
 - (ii) the amount initially recognised (see paragraph 43) less, when appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15.

Financial liabilities that are designated as hedged items are subject to the hedge accounting requirements in paragraphs 89–102.

...

Gains and losses

55. A gain or loss arising from a change in the fair value of a financial asset or financial liability that is not part of a hedging relationship (see paragraphs 89–102), shall be recognised, as follows.

- (a) ...
- (b) A gain or loss on an available-for-sale financial asset shall be recognised in other comprehensive income, except for impairment losses (see paragraphs 67–70) and foreign exchange gains and losses (see Appendix A paragraph AG83), until the financial asset is derecognised. At that time the cumulative gain or loss previously recognised in other comprehensive income shall be reclassified from equity to profit or loss as a reclassification adjustment (see IAS 1 *Presentation of Financial Statements* (as revised in 2007)). However, interest calculated using the effective interest method (see paragraph 9) is recognised in profit or loss. Dividends on an available-for-sale equity instrument are recognised in profit or loss in accordance with paragraph 55A.

55A Dividends are recognised in profit or loss only when:

- (a) the entity's right to receive payment of the dividend is established;
- (b) it is probable that the economic benefits associated with the dividend will flow to the entity; and
- (c) the amount of the dividend can be measured reliably.

...

EFFECTIVE DATE AND TRANSITION

...

103T IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 2, 9, 43, 47, 55, AG2, AG4 and AG48 and added paragraphs 2A, 44A, 55A and AG8A–AG8C. An entity shall apply those amendments when it applies IFRS 15.

In Appendix A, paragraphs AG4 and AG48 are amended and paragraphs AG8A–AG8C are added.

SCOPE (PARAGRAPHS 2–7)

...

AG4 Financial guarantee contracts may have various legal forms, such as a guarantee, some types of letter of credit, a credit default contract or an insurance contract. Their accounting treatment does not depend on their legal form. The following are examples of the appropriate treatment (see paragraph 2(e)):

- (a) ... the issuer measures it at the higher of:
 - (i) the amount determined in accordance with IAS 37; and
 - (ii) the amount initially recognised less, when appropriate, the cumulative amount of income recognised in accordance with the principles of IFRS 15 (see paragraph 47(c)).

(b) ...

(c) If a financial guarantee contract was issued in connection with the sale of goods, the issuer applies IFRS 15 in determining when it recognises the revenue from the guarantee and from the sale of goods.

...

Effective interest rate

...

AG8A In applying the effective interest method, an entity identifies fees that are an integral part of the effective interest rate of a financial instrument. The description of fees for financial services may not be indicative of the nature and substance of the services provided. Fees that are an integral part of the effective interest rate of a financial instrument are treated as an adjustment to the effective interest rate, unless the financial instrument is measured at fair value, with the change in fair value being recognised in profit or loss. In those cases, the fees are recognised as revenue when the instrument is initially recognised.

AG8B Fees that are an integral part of the effective interest rate of a financial instrument include:

(a) origination fees received by the entity relating to the creation or acquisition of a financial asset. Such fees may include compensation for activities such as evaluating the borrower's financial condition, evaluating and recording guarantees, collateral and other security arrangements, negotiating the terms of the instrument, preparing and processing documents and closing the transaction. These fees are an integral part of generating an involvement with the resulting financial instrument.

(b) commitment fees received by the entity to originate a loan when the loan commitment is outside the scope of this Standard and it is probable that the entity will enter into a specific lending arrangement. These fees are regarded as compensation for an ongoing involvement with the acquisition of a financial instrument. If the commitment expires without the entity making the loan, the fee is recognised as revenue on expiry.

(c) origination fees received on issuing financial liabilities measured at amortised cost. These fees are an integral part of generating an involvement with a financial liability. An entity distinguishes fees and costs that are an integral part of the effective interest rate for the financial liability from origination fees and transaction costs relating to the right to provide services, such as investment management services.

AG8C Fees that are not an integral part of the effective interest rate of a financial instrument and are accounted for in accordance with IFRS 15 include:

(a) fees charged for servicing a loan;

(b) commitment fees to originate a loan when the loan commitment is outside the scope of this Standard and it is unlikely that a specific lending arrangement will be entered into; and

(c) loan syndication fees received by an entity that arranges a loan and retains no part of the loan package for itself (or retains a part at the same effective interest rate for comparable risk as other participants).

...

Continuing involvement in transferred assets

AG48 The following are examples of how an entity measures a transferred asset and the associated liability under paragraph 30.

All assets

- (a) If a guarantee provided by an entity to pay for default losses on a transferred asset prevents the transferred asset from being derecognised to the extent of the continuing involvement, the transferred asset at the date of the transfer is measured at the lower of (i) the carrying amount of the asset and (ii) the maximum amount of the consideration received in the transfer that the entity could be required to repay ('the guarantee amount'). The associated liability is initially measured at the guarantee amount plus the fair value of the guarantee (which is normally the consideration received for the guarantee). Subsequently, the initial fair value of the guarantee is recognised in profit or loss when (or as) the obligation is satisfied (in accordance with the principles of IFRS 15) and the carrying value of the asset is reduced by any impairment losses.

...

IAS 40 Investment Property

Paragraphs 9, 67 and 70 are amended and paragraph 85E is added.

CLASSIFICATION OF PROPERTY AS INVESTMENT PROPERTY OR OWNER-OCCUPIED PROPERTY

...

9. The following are examples of items that are not investment property and are therefore outside the scope of this Standard:
- (a) ...
- (b) [deleted]
- (c) ...

DISPOSALS

...

67. The disposal of an investment property may be achieved by sale or by entering into a finance lease. The date of disposal for investment property is the date the recipient obtains control of the investment property in accordance with the requirements for determining when a performance obligation is satisfied in IFRS 15. IAS 17 applies to a disposal effected by entering into a finance lease and to a sale and leaseback.

...

70. The amount of consideration to be included in the gain or loss arising from the derecognition of an investment property is determined in accordance with the requirements for determining the transaction price in paragraphs 47–72 of IFRS 15. Subsequent changes to the estimated amount of the consideration included in the gain or loss shall be accounted for in accordance with the requirements for changes in the transaction price in IFRS 15.

...

EFFECTIVE DATE

...

- 85E IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended paragraphs 3(b), 9, 67 and 70. An entity shall apply those amendments when it applies IFRS 15.

IFRIC 12 Service Concession Arrangements

Below the heading 'References', the references to IAS 11 *Construction Contracts* and IAS 18 *Revenue* are deleted and a reference to IFRS 15 *Revenue from Contracts with Customers* is added. Paragraphs 13–15, 18–20 and 27 are amended and paragraph 28D is added.

Recognition and measurement of arrangement consideration

...

13. The operator shall recognise and measure revenue in accordance with IFRS 15 for the services it performs. The nature of the consideration determines its subsequent accounting treatment. The subsequent accounting for consideration received as a financial asset and as an intangible asset is detailed in paragraphs 23–26 below.

Construction or upgrade services

14. The operator shall account for construction or upgrade services in accordance with IFRS 15.

Consideration given by the grantor to the operator

15. If the operator provides construction or upgrade services the consideration received or receivable by the operator shall be recognised in accordance with IFRS 15. The consideration may be rights to:

(a) ...

...

18. If the operator is paid for the construction services partly by a financial asset and partly by an intangible asset it is necessary to account separately for each component of the operator's consideration. The consideration received or receivable for both components shall be recognised initially in accordance with IFRS 15.
19. The nature of the consideration given by the grantor to the operator shall be determined by reference to the contract terms and, when it exists, relevant contract law. The nature of the consideration determines the subsequent accounting as described in paragraphs 23–26. However, both types of consideration are classified as a contract asset during the construction or upgrade period in accordance with IFRS 15.

Operation services

20. The operator shall account for operation services in accordance with IFRS 15.

...

Items provided to the operator by the grantor

27. In accordance with paragraph 11, infrastructure items to which the operator is given access by the grantor for the purposes of the service arrangement are not recognised as property, plant and equipment of the operator. The grantor may also provide other items to the operator that the operator can keep or deal with as it wishes. If such assets form part of the consideration payable by the grantor for the services, they are not government grants as defined in IAS 20. Instead, they are accounted for as part of the transaction price as defined in IFRS 15.

...

EFFECTIVE DATE

...

- 28D IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended the 'References' section and paragraphs 13–15, 18–20 and 27. An entity shall apply those amendments when it applies IFRS 15.

SIC-27 Evaluating the Substance of Transactions Involving the Legal Form of a Lease

Below the heading 'References', the references to IAS 11 *Construction Contracts* and IAS 18 *Revenue* are deleted and a reference to IFRS 15 *Revenue from Contracts with Customers* is added. Paragraph 8 and the section below 'Effective date' are amended.

CONSENSUS

...

8. The requirements in IFRS 15 shall be applied to the facts and circumstances of each arrangement in determining when to recognise a fee as income that an Entity might receive. Factors such as whether there is continuing involvement in the form of significant future performance obligations necessary to earn the fee, whether there are retained risks, the terms of any guarantee arrangements, and the risk of repayment of the fee, shall be considered. Indicators that individually demonstrate that recognition of the entire fee as income when received, if received at the beginning of the arrangement, is inappropriate include:

- (a) ...

EFFECTIVE DATE

...

IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended the 'References' section and paragraph 8. An entity shall apply those amendments when it applies IFRS 15.

SIC-32 Intangible Assets—Web Site Costs

Below the heading 'References', the reference to IAS 11 *Construction Contracts* is deleted and a reference to IFRS 15 *Revenue from Contracts with Customers* is added. The section below 'Effective date' is amended.

EFFECTIVE DATE

...

IAS 1 (as revised in 2007) amended the terminology used throughout IFRSs. In addition it amended paragraph 5. An entity shall apply those amendments for annual periods beginning on or after 1 January 2009. If an entity applies IAS 1 (revised 2007) for an earlier period, the amendments shall be applied for that earlier period.

IFRS 15 *Revenue from Contracts with Customers*, issued in May 2014, amended the 'References' section and paragraph 6. An entity shall apply that amendment when it applies IFRS 15.

COMMISSION IMPLEMENTING REGULATION (EU) 2016/1906**of 28 October 2016****amending for the 256th time Council Regulation (EC) No 881/2002 imposing certain specific restrictive measures directed against certain persons and entities associated with the ISIL (Da'esh) and Al-Qaida organisations**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 881/2002 of 27 May 2002 imposing certain specific restrictive measures directed against certain persons and entities associated with the ISIL (Da'esh) and Al-Qaida organisations ⁽¹⁾, and in particular Article 7(1)(a) and Article 7a(5) thereof,

Whereas:

- (1) Annex I to Regulation (EC) No 881/2002 lists the persons, groups and entities covered by the freezing of funds and economic resources under that Regulation.
- (2) On 25 October 2016, the Sanctions Committee of the United Nations Security Council decided to amend three entries in its list of persons, groups and entities to whom the freezing of funds and economic resources should apply. Annex I to Regulation (EC) No 881/2002 should therefore be updated accordingly,

HAS ADOPTED THIS REGULATION:

Article 1

Annex I to Regulation (EC) No 881/2002 is amended in accordance with the Annex to this Regulation.

*Article 2*This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 28 October 2016.

*For the Commission,
On behalf of the President,
Acting Head of the Service for Foreign Policy Instruments*

⁽¹⁾ OJ L 139, 29.5.2002, p. 9.

ANNEX

The identifying data for the following entries under the heading 'Natural persons' in Annex I to Regulation (EC) No 881/2002 are amended as follows:

- (a) 'Mohamed Amin Mostafa. Address: Via della Martinella 132, Parma, Italy. Date of birth: 11.10.1975. Place of birth: Kirkuk, Iraq. Other information: Under administrative control measure in Italy scheduled to expire on 15 January 2012. Date of designation referred to in Article 2a (4) (b): 12.11.2003.' is replaced by the following:

'Mohamed Amin Mostafa. Date of birth: 11.10.1975. Place of birth: Kirkuk, Iraq. Nationality: Iraqi. Address: Via della Martinella 132, Parma, Italy (Domicile). Other information: Under administrative control measure in Italy scheduled to expire on 15 January 2012. Date of designation referred to in Article 7d(2)(i): 12.11.2003.'

- (b) 'Hilarion Del Rosario Santos III (alias (a) Akmad Santos, (b) Ahmed Islam, (c) Ahmad Islam Santos, (d) Abu Hamsa, (e) Hilarion Santos III, (f) Abu Abdullah Santos, (g) Faisal Santos, (h) Lakay, (i) Aki, (j) Aqi). Title: Amir. Address: 50, Purdue Street, Cubao, Quezon City, Philippines. Date of birth: 12.3.1966. Place of birth: 686 A. Mabini Street, Sangandaan, Caloocan City, Philippines. Nationality: Filipino. Passport No: AA780554 (Filipino passport). Other information: (a) Founder and leader of the Rajah Solaiman Movement and linked to the Abu Sayyaf Group. (b) In detention in the Philippines as of May 2011. Date of designation referred to in Article 2a (4) (b): 4.6.2008.' is replaced by the following:

'Hilarion Del Rosario Santos III (alias (a) Akmad Santos, (b) Ahmed Islam, (c) Ahmad Islam Santos, (d) Abu Hamsa, (e) Hilarion Santos III, (f) Abu Abdullah Santos, (g) Faisal Santos, (h) Lakay, (i) Aki, (j) Aqi). Title: Amir. Address: 50, Purdue Street, Cubao, Quezon City, Philippines. Date of birth: 12.3.1966. Place of birth: 686 A. Mabini Street, Sangandaan, Caloocan City, Philippines. Nationality: Filipino. Passport No: AA780554 (Filipino passport). Other information: (a) Founder and leader of the Rajah Solaiman Movement and linked to the Abu Sayyaf Group. (b) In detention in the Philippines as of May 2011. Date of designation referred to in Article 7d(2)(i): 4.6.2008.'

- (c) 'Anas Hasan Khattab (alias (a) Samir Ahmed al-Khayat; (b) Hani; (c) Abu Hamzah; (d) Abu-Ahmad Hadud). Title: Amir. Date of birth: 7.4.1986. Place of birth: Damascus, Syria. National identification no.: 00351762055. Date of designation referred to in Article 2a(4)(b): 23.9.2014.' is replaced by the following:

'Anas Hasan Khattab (alias (a) Samir Ahmed al-Khayat; (b) Hani; (c) Abu Hamzah; (d) Abu-Ahmad Hadud). Title: Amir. Date of birth: 7.4.1986. Place of birth: Damascus, Syria. Nationality: Syrian. Other Information: Administrative amir of Al-Nusrah Front for the People of the Levant. Date of designation referred to in Article 7d(2)(i): 23.9.2014.'

COMMISSION IMPLEMENTING REGULATION (EU) 2016/1907**of 28 October 2016****establishing the standard import values for determining the entry price of certain fruit and vegetables**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EU) No 1308/2013 of the European Parliament and of the Council of 17 December 2013 establishing a common organisation of the markets in agricultural products and repealing Council Regulations (EEC) No 922/72, (EEC) No 234/79, (EC) No 1037/2001 and (EC) No 1234/2007 ⁽¹⁾,

Having regard to Commission Implementing Regulation (EU) No 543/2011 of 7 June 2011 laying down detailed rules for the application of Council Regulation (EC) No 1234/2007 in respect of the fruit and vegetables and processed fruit and vegetables sectors ⁽²⁾, and in particular Article 136(1) thereof,

Whereas:

- (1) Implementing Regulation (EU) No 543/2011 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XVI, Part A thereto.
- (2) The standard import value is calculated each working day, in accordance with Article 136(1) of Implementing Regulation (EU) No 543/2011, taking into account variable daily data. Therefore this Regulation should enter into force on the day of its publication in the *Official Journal of the European Union*,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 136 of Implementing Regulation (EU) No 543/2011 are fixed in the Annex to this Regulation.

Article 2

This Regulation shall enter into force on the day of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 28 October 2016.

For the Commission,
On behalf of the President,
Jerzy PLEWA

Director-General for Agriculture and Rural Development

⁽¹⁾ OJ L 347, 20.12.2013, p. 671.

⁽²⁾ OJ L 157, 15.6.2011, p. 1.

ANNEX

Standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)		
CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	MA	118,3
	ZZ	118,3
0707 00 05	TR	147,7
	ZZ	147,7
0709 93 10	MA	91,2
	TR	154,4
	ZZ	122,8
0805 50 10	AR	46,2
	CL	67,0
	IL	44,6
	TR	98,6
	UY	84,6
	ZA	65,7
	ZZ	67,8
	ZZ	67,8
0806 10 10	BR	298,0
	PE	321,1
	TR	142,4
	ZA	228,5
	ZZ	247,5
0808 10 80	AR	260,6
	AU	218,6
	BR	119,9
	CL	139,2
	NZ	135,2
	ZA	131,7
	ZZ	167,5
0808 30 90	CN	58,1
	TR	154,7
	ZA	164,5
	ZZ	125,8

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EU) No 1106/2012 of 27 November 2012 implementing Regulation (EC) No 471/2009 of the European Parliament and of the Council on Community statistics relating to external trade with non-member countries, as regards the update of the nomenclature of countries and territories (OJ L 328, 28.11.2012, p. 7). Code 'ZZ' stands for 'of other origin'.

DECISIONS

COUNCIL DECISION (CFSP) 2016/1908

of 28 October 2016

amending Decision 2010/573/CFSP concerning restrictive measures against the leadership of the Transnistrian region of the Republic of Moldova

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union, and in particular Article 29 thereof,

Having regard to the proposal from the High Representative of the Union for Foreign Affairs and Security Policy,

Whereas:

- (1) On 27 September 2010, the Council adopted Decision 2010/573/CFSP ⁽¹⁾.
- (2) On the basis of a review of Decision 2010/573/CFSP, the restrictive measures against the leadership of the Transnistrian region of the Republic of Moldova should be extended until 31 October 2017. The Council will carry out a review of the situation with regard to the restrictive measures after six months.
- (3) Decision 2010/573/CFSP should therefore be amended accordingly,

HAS ADOPTED THIS DECISION:

Article 1

Article 4(2) of Decision 2010/573/CFSP is hereby replaced by the following:

'2. This Decision shall apply until 31 October 2017. It shall be kept under constant review. It shall be renewed or amended, as appropriate, if the Council deems that its objectives have not been met.'

Article 2

This Decision shall enter into force on the day following that of its publication in the *Official Journal of the European Union*.

Done at Brussels, 28 October 2016.

For the Council
The President
M. LAJČÁK

⁽¹⁾ Council Decision 2010/573/CFSP of 27 September 2010 concerning restrictive measures against the leadership of the Transnistrian region of the Republic of Moldova (OJ L 253, 28.9.2010, p. 54).

COUNCIL DECISION (EU) 2016/1909**of 28 October 2016****on the financial contributions to be paid by Member States to finance the European Development Fund, including the third instalment for 2016**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union and to the Treaty on the Functioning of the European Union,

Having regard to the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 ⁽¹⁾, as last amended ('ACP-EU Partnership Agreement'),

Having regard to the Internal Agreement between the Representatives of the Governments of the Member States of the European Union, meeting within the Council, on the financing of European Union aid under the multiannual financial framework for the period 2014 to 2020, in accordance with the ACP-EU Partnership Agreement and on the allocation of financial assistance for the Overseas Countries and Territories to which Part Four of the Treaty on the Functioning of the European Union applies ⁽²⁾ ('the Internal Agreement') and in particular Article 7(2) thereof,

Having regard to the Council Regulation (EU) 2015/323 of 2 March 2015 on the financial regulation applicable to the 11th European Development Fund ⁽³⁾ ('the 11th EDF Financial Regulation'), and in particular Article 21(5) thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) In accordance with Article 52 of the 11th EDF Financial Regulation, the European Investment Bank sent on 28 July 2016 to the Commission its updated estimates of commitments and payments under the instruments it manages.
- (2) Article 22(1) of the 11th EDF Financial Regulation provides that calls for contributions first use up the amounts provided for in previous European Development Funds (EDFs). Therefore a call for funds under the 10th EDF should be made.
- (3) The Council has adopted on the 24 November 2015, on a proposal by the Commission, the Decision to set the ceiling for the annual amount of the Member States' EDF contributions for 2016 at EUR 3 450 000 000 for the Commission, and at EUR 150 000 000 for the European Investment Bank.
- (4) By means of Decision 2013/759/EU ⁽⁴⁾, the Council has adopted the creation of the Bridging Facility on 12 December 2013 regarding transitional EDF management measures from 1 January 2014 until the entry into force of the 11th European Development Fund,

HAS ADOPTED THIS DECISION:

Article 1

The individual European Development Fund contributions to be paid by the Member States to the European Commission and the European Investment Bank as the third instalment for 2016 are set out in the table in the Annex to this Decision.

Payments of those contributions may be combined with adjustments under the implementation of the deduction of the funds committed under the Bridging Facility, following an adjustment plan communicated by each Member State to the Commission at the adoption of the third instalment 2015.

⁽¹⁾ OJ L 317, 15.12.2000, p. 3.

⁽²⁾ OJ L 210, 6.8.2013, p. 1.

⁽³⁾ OJ L 58, 3.3.2015, p. 17.

⁽⁴⁾ Council Decision 2013/759/EU of 12 December 2013 regarding transitional EDF management measures from 1 January 2014 until the entry into force of the 11th European Development Fund (OJ L 335, 14.12.2013, p. 48).

Article 2

This Decision shall enter into force on the date of its adoption.

Done at Brussels, 28 October 2016.

For the Council
The President
M. LAJČÁK

ANNEX

Member States	Key 10th EDF %	Third instalment 2016 (EUR)		
		paid to EIB 10th EDF	paid to Commission 10th EDF	Total
Belgium	3,53	1 765 000,00	24 710 000,00	26 475 000,00
Bulgaria	0,14	70 000,00	980 000,00	1 050 000,00
Czech Republic	0,51	255 000,00	3 570 000,00	3 825 000,00
Denmark	2,00	1 000 000,00	14 000 000,00	15 000 000,00
Germany	20,50	10 250 000,00	143 500 000,00	153 750 000,00
Estonia	0,05	25 000,00	350 000,00	375 000,00
Ireland	0,91	455 000,00	6 370 000,00	6 825 000,00
Greece	1,47	735 000,00	10 290 000,00	11 025 000,00
Spain	7,85	3 925 000,00	54 950 000,00	58 875 000,00
France	19,55	9 775 000,00	136 850 000,00	146 625 000,00
Italy	12,86	6 430 000,00	90 020 000,00	96 450 000,00
Cyprus	0,09	45 000,00	630 000,00	675 000,00
Latvia	0,07	35 000,00	490 000,00	525 000,00
Lithuania	0,12	60 000,00	840 000,00	900 000,00
Luxembourg	0,27	135 000,00	1 890 000,00	2 025 000,00
Hungary	0,55	275 000,00	3 850 000,00	4 125 000,00
Malta	0,03	15 000,00	210 000,00	225 000,00
Netherlands	4,85	2 425 000,00	33 950 000,00	36 375 000,00
Austria	2,41	1 205 000,00	16 870 000,00	18 075 000,00
Poland	1,30	650 000,00	9 100 000,00	9 750 000,00
Portugal	1,15	575 000,00	8 050 000,00	8 625 000,00
Romania	0,37	185 000,00	2 590 000,00	2 775 000,00
Slovenia	0,18	90 000,00	1 260 000,00	1 350 000,00
Slovakia	0,21	105 000,00	1 470 000,00	1 575 000,00
Finland	1,47	735 000,00	10 290 000,00	11 025 000,00
Sweden	2,74	1 370 000,00	19 180 000,00	20 550 000,00
United Kingdom	14,82	7 410 000,00	103 740 000,00	111 150 000,00
Total EU-27	100,00	50 000 000,00	700 000 000,00	750 000 000,00

COMMISSION IMPLEMENTING DECISION (EU) 2016/1910**of 28 October 2016****on the equivalence of the reporting requirements of certain third countries on payments to governments to the requirements of Chapter 10 of Directive 2013/34/EU of the European Parliament and of the Council****(Text with EEA relevance)**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Directive 2013/34/EU of the European Parliament and of the Council of 26 June 2013 on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings, amending Directive 2006/43/EC of the European Parliament and of the Council and repealing Council Directives 78/660/EEC and 83/349/EEC ⁽¹⁾, and in particular Article 47 thereof,

Having regard to Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004 on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market and amending Directive 2001/34/EC ⁽²⁾, and in particular Article 6 thereof,

Whereas:

- (1) The purpose of the equivalence assessment set out in Article 46 of Directive 2013/34/EU is to reduce administrative burden and to avoid double reporting issues for large undertakings and all public-interest entities active in the extractive industry or the logging of primary forests that prepare and make public reports on payments to governments referred to in Article 42 of Directive 2013/34/EU. Pursuant to Article 6 of Directive 2004/109/EC issuers active in the extractive or logging of primary forest industries have also to prepare on an annual basis a report on payments made to governments in accordance with Chapter 10 of that Directive.
- (2) Article 46 of Directive 2013/34/EU exempts undertakings active in the extractive industry and undertakings active in the logging of primary forestry industry to prepare and make public a report on payments to governments under the requirements of Chapter 10 of Directive 2013/34/EU to the extent that the payments concerned are made public by the undertakings as a result of a legal obligation under equivalent third country reporting requirements. Such a legal obligation may be de facto impinging on a parent undertaking due to subsidiaries. In that case, the undertakings would report for their payments subject to legal reporting requirements in certain third countries under those third countries' reporting requirements deemed equivalent. For all other remaining payments the undertakings would report under the relevant requirements established by the Union law. The concerned undertakings would have still to fulfil the obligation to publish the report as laid down by the laws of each Member State in accordance with Chapter 2 of Directive 2009/101/EC of the European Parliament and of the Council ⁽³⁾, including any time period set by Member States for the public availability of documents.
- (3) The equivalence of the reporting requirements of third countries should be assessed vis-à-vis the criteria set out in Article 46(3) of Directive 2013/34/EU. The criteria refer, in particular, to target undertakings, target recipients of payments, payments captured, attribution of payments captured, breakdown of payments captured, triggers for reporting on a consolidated basis, reporting medium, frequency of reporting, and anti-evasion measures.
- (4) Canada has adopted reporting requirements on payments to governments (Extractive Sector Transparency Measures Act of 22 June 2015 and its Technical Reporting Specifications). Having regard to the criteria listed in Article 46(3) of Directive 2013/34/EU, those reporting requirements deliver substantive outcomes equivalent to the provisions contained in Chapter 10 of Directive 2013/34/EU and in Article 6 of Directive 2004/109/EC.

⁽¹⁾ OJ L 182, 29.6.2013, p. 19.

⁽²⁾ OJ L 390, 31.12.2004, p. 38.

⁽³⁾ Directive 2009/101/EC of the European Parliament and of the Council of 16 September 2009 on coordination of safeguards which, for the protection of the interests of members and third parties, are required by Member States of companies within the meaning of the second paragraph of Article 48 of the Treaty, with a view to making such safeguards equivalent (OJ L 258, 1.10.2009, p. 11).

Those reporting requirements are addressed to undertakings and issuers active only in extractive industry. It should be therefore concluded that the reporting requirements of Canada to report on payments to governments made by undertakings and issuers should be considered as equivalent to requirements of Chapter 10 of Directive 2013/34/EU regarding only their activities in the extractive industry.

- (5) The regular review of the reporting requirements on payment to governments applicable in the third countries subject to this Decision is without prejudice to the possibility of the Commission to undertake a specific review, where relevant developments make it necessary for the Commission to re-assess the equivalence granted by this Decision. Such re-assessment could lead to the repeal of this Decision.
- (6) The measures provided for in this Decision are in accordance with the opinion of the Committee established by Article 50(1) of Directive 2013/34/EU,

HAS ADOPTED THIS DECISION:

Article 1

For the purposes of Article 47 of Directive 2013/34/EU and Article 6 of Directive 2004/109/EC, the reporting requirements of the third countries listed in the Annex to this Decision applicable to undertakings and issuers active in the extractive industry, as referred to in Article 41(1) of Directive 2013/34/EU, shall be considered as equivalent to the requirements of Chapter 10 of Directive 2013/34/EU on payments to governments.

Article 2

This Decision shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

Done at Brussels, 28 October 2016.

For the Commission
The President
Jean-Claude JUNCKER

ANNEX

LIST OF THIRD COUNTRIES FOR THE PURPOSES OF ARTICLE 1 (UNDERTAKINGS AND ISSUERS ACTIVE IN THE EXTRACTIVE INDUSTRY)

- (1) Canada
- _____

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