

*Proposed International Public Sector Accounting  
Standard*

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**Financial Instruments: Presentation**



**International Federation  
of Accountants**

## REQUEST FOR COMMENTS

The International Public Sector Accounting Standards Board, an independent standard-setting body within the International Federation of Accountants (IFAC), approved this Exposure Draft, “Financial Instruments: Presentation,” for publication in April 2009. The proposals in this Exposure Draft may be modified in light of comments received before being issued in final form.

Please submit your comments, preferably by email, so that they will be received by July 31, 2009. All comments will be considered a matter of public record. Comments should be addressed to:

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Email responses should be sent to: [edcomments@ifac.org](mailto:edcomments@ifac.org) and [stepheniefox@ifac.org](mailto:stepheniefox@ifac.org)

Copies of this exposure draft may be downloaded free-of-charge from the IFAC website at <http://www.ifac.org>.

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## **ACKNOWLEDGMENT**

This International Public Sector Accounting Standard is drawn primarily from International Accounting Standard (IAS) 32, “Financial Instruments: Presentation” published by the International Accounting Standards Board (IASB) and IFRIC 2, “Members’ Interests in Co-operative Entities” (IFRIC 2). Extracts from IAS 32 and IFRIC 2 are reproduced in this publication of the International Public Sector Accounting Standards Board of the International Federation of Accountants with the permission of the International Accounting Standards Committee Foundation (IASCF).

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## **Financial Instruments**

### **The IPSASB Strategy on Accounting for Financial Instruments**

#### *Background and Approach to these Exposure Drafts*

1. IPSAS 15, “Financial Instruments; Disclosure and Presentation” was issued in December 2001. It was drawn primarily from International Accounting Standard (IAS) 32 (revised 1998), “Financial Instruments: Disclosure and Presentation” published by the International Accounting Standards Board (IASB).
2. Since that time, the IASB has issued revised standards on financial instruments, specifically IAS 32, “Financial Instruments: Presentation,” IAS 39, “Financial Instruments: Recognition and Measurement, and IFRS 7, “Financial Instruments: Disclosures.” In the absence of comparable IPSASs, entities applying IPSASs have had to rely upon the hierarchy in IPSAS 3, “Accounting Policies, Changes in Accounting Estimates and Errors” to develop accounting policies for the recognition and measurement of financial instruments. This would generally lead to applying the revised IASB standards.
3. The IPSASB considers this an unsatisfactory situation for the public sector and firmly believes that having a comprehensive and robust set of accrual based accounting standards is crucial for the public sector, including standards for financial instruments.
4. In early 2007, the IPSASB agreed a detailed work program for IFRS convergence and committed to achieving converged IPSASs by December 31, 2009 that will be substantially converged with IFRSs approved as of December 31, 2008. The current global economic crisis and worldwide government interventions have increased the urgency for this convergence.
5. ED 37, ED 38 and ED 39 are the culmination of that work to develop IPSASs based on IAS 32, “Financial Instruments: Presentation” , IAS 39, “Financial Instruments: Recognition and Measurement”, and IFRS 7, “Financial Instruments: Disclosures” respectively. The exposure drafts were developed based on the version of the related IFRS at December 31, 2008. In addition, ED 38 includes two of the August 2008 proposed improvements although not adopted as at December 31, 2008 and changes approved by the IASB to IFRS 7 in February 2009 have been reflected in ED39.
6. The IPSASB’s approach in developing these exposure drafts has been to minimize changes to the IASB standards as far as possible. Application guidance has been developed for ED 37 and ED 38 on financial guarantees provided for nil or nominal consideration and concessionary loans. Additional disclosures on concessionary loans are proposed in ED 39. Other changes have been made to reflect the style and terminology of the IPSASs to ensure consistency with other IPSASs. In addition, the IPSASB notes that when final IPSASs on financial instruments are approved, existing IPSAS 15 will be withdrawn..

### *Strategy for Addressing Public Sector Issues*

7. Approval of these EDs, leading to IPSASs to address financial instruments in the public sector, is just the beginning of a process by which the IPSASB will ultimately develop guidance that addresses further public sector specific issues. Some of these issues could include the reporting entity and consolidations, non-contractual items with the characteristics of financial instruments, certain non-exchange transactions and accounting for financial instruments from a central bank perspective.
8. The IPSASB has established a joint Task Force with the IMF, to work with governments that have intervened in the current global economic crisis and help develop transparency and consistency in public sector financial reporting of recent interventions. The objective is not to develop standards but to assist governments and to ensure consistent, transparent accounting. The IPSASB sees this as a key initiative to support governments around the world at this crucial time.
9. The IPSASB recognizes that the IASB has a current project to undertake, on an accelerated basis, the replacement of existing financial instruments standards, including IAS 39 Financial Instruments: recognition and measurement with a common and globally accepted standard that would address issues arising from the financial crisis in a comprehensive manner. The IPSASB will be following this project closely, and any other in the future, and anticipates considering amendments and public sector specific issues for possible introduction in 2011-2012.

### *Conclusion*

10. These three Exposure Drafts are being published as an integrated package. The IPSASB has issued two versions of each exposure draft; a ‘clean’ version that reflects how the final standard is proposed to appear; and a second version that is ‘marks up’ the related IFRS to show the proposed changes made. The IPSASB hopes this will assist respondents in focusing on the amendments from the related IFRS and therefore will make it easier to respond.
11. To make it possible for the IPSASB to meet its target for convergence by December 31, 2009, the IPSASB’s meeting schedule for 2009 has been modified to allow for a fourth IPSASB meeting in December 2009.
12. The IPSASB looks forward to receiving comments from interested parties on ED 37, ED 38 and ED 39. In view of the tight timetable for approving these proposed IOPSASs, the IPSASB stresses the importance of making comments by the comment deadline of July 31, 2009 to ensure that the IPSASB may fully consider those comments.

## **Objective**

The objective of this Exposure Draft is to propose requirements for the classification of financial instruments, from the issuer's perspective, into financial assets, financial liabilities and net assets/equity, and for presenting financial instruments as liabilities or net assets/equity and for offsetting financial assets and financial liabilities.

## **Request for Comments**

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

## **Specific Matters for Comment**

1. ED 37 allows entities to treat financial guarantee contracts issued through an exchange transaction as insurance contracts if the issuer elects to recognize and measure them in accordance with the international or national accounting standard dealing with insurance contracts. However, all financial guarantee contracts issued at no or nominal consideration are required to be treated as financial instruments. Do you agree with this approach? Please state your reasons for either agreeing or disagreeing with this approach.
2. The transitional provisions to ED37 do not provide any relief for entities initially adopting accrual accounting from preparing and presenting comparative information. Do you support this proposal? If additional transitional provisions are necessary, please indicate what these should be and state your reasons.

# INTERNATIONAL PUBLIC SECTOR ACCOUNTING STANDARD XX (ED 37)

## FINANCIAL INSTRUMENTS: PRESENTATION

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International Public Sector Accounting Standard XX (ED 37), “Financial Instruments: Presentation” (IPSAS XX) is set out in paragraphs 1–62 and Appendices A – C. All the paragraphs have equal authority except as noted otherwise. IPSAS XX (ED 37) should be read in the context of its objective, the Basis for Conclusions, and the “Preface to International Public Sector Accounting Standards.” IPSAS 3, “Accounting Policies, Changes in Accounting Estimates and Errors” provides a basis for selecting and applying accounting policies in the absence of explicit guidance.



## Introduction

IN1. International Public Sector Accounting Standard (IPSAS) XX (ED 37), “Financial Instruments: Presentation ,” replaces IPSAS 15, “Financial Instruments: Presentation and Disclosure” (issued December 2001), and should be applied for annual reporting periods beginning on or after Month Day, Year. Earlier application of this Standard, simultaneously with IPSAS XX (ED 38), “Financial Instruments: Recognition and Measurement” and IPSAS XX (ED 39), “Financial Instruments: Disclosures” is encouraged.

## Reasons for Replacing IPSAS 15

- IN2. The International Public Sector Accounting Standards Board replaced IPSAS 15 in conformity with its strategic theme of converging public sector accounting standards with International Financial Reporting Standards (IFRSs) to the extent appropriate. In developing an IPSAS on the presentation of financial instruments, the IPSASB primarily drew upon IAS 32, “Financial Instruments: Presentation” (issued in 2003) as amended as at December, 31 2008 and guidance in IFRIC 2, “Members Shares in Co-operative Entities and Similar Instruments.” Revisions made to IAS 32 up to December, 31 2008 have been taken into account, except those relating to amendments made to IAS 1, “Presentation of Financial Statements” in September 2007.
- IN3. In developing IPSAS XX (ED 37), the IPSASB has departed from IAS 32 only where a public sector specific reason exists; such variances are noted in the Comparison with IAS 32.

## Changes from Previous Requirements

IN4. The main changes from IPSAS 15 are described below.

### General

- IN5. IPSAS XX (ED 37) does not prescribe disclosure requirements for financial instruments. The disclosure requirements relating to financial instruments are included in IPSAS XX (ED 39).
- IN6. Application Guidance has been included as an appendix to IPSAS XX (ED 37), which is an integral part of the Standard. Application Guidance explains selected issues pertaining to the principles included in the main text of IPSAS XX (ED 37). Guidance on the application of the principles in this Standard to members’ shares in co-operative entities and similar instruments has been provided in an appendix to the Standard. This Guidance is drawn from IFRIC 2 and is an integral part of the Standard.
- IN7. Additional illustrative examples have also been included as an appendix to IPSAS XX (ED 37). However, these illustrative examples are not authoritative and accompany, rather than form part of, IPSAS XX (ED 37).

### Scope

IN8. The scope has been amended as follows:

- Only those interests in controlled entities, joint ventures and associates that are measured in an entity's separate financial statements using cost or the equity method are excluded from the scope of IPSAS XX (ED 37). Derivatives linked to interests in controlled entities, joint ventures and associates are however included in the scope of IPSAS XX (ED 37).
- Insurance contracts are excluded from the scope of IPSAS XX (ED 37), except:
  - Derivatives embedded in insurance contracts, if IPSAS XX (ED 38) requires that they be accounted for separately.
  - Financial guarantee contracts issued by an entity by way of a non-exchange transaction.
  - Financial guarantee contracts issued by an entity by way of an exchange transaction where an entity has not elected to recognize and measure those contracts in accordance with the international or national standard dealing with insurance contracts.
  - Certain elements of insurance contracts that contain a discretionary participation feature, including any derivatives embedded in such contracts.

Entities are permitted to apply this Standard to financial instruments that take the form of insurance contracts that involve the transfer of financial risk.

- Share based payment transactions are excluded from the scope of IPSAS XX (ED 38) except:
  - Those contracts to buy or sell a non-financial item that can be settled net in cash or another financial instrument, or by exchanging financial instruments, as if the contracts were financial instruments, with the exception of contracts that were entered into and continue to be held for the purpose of the receipt or delivery of a non-financial item in accordance with the entity's expected purchase, sale or usage requirements; and-
  - Treasury shares purchased, sold, issued or cancelled.

### **Principle**

IN9. In summary, when an issuer determines whether a financial instrument is a financial liability or an equity instrument, the instrument is an equity instrument if, and only if, both conditions (a) and (b) are met.

- (a) The instrument includes no contractual obligation:
  - (i) To deliver cash or another financial asset to another entity; or
  - (ii) To exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavorable to the issuer.
- (b) If the instrument will or may be settled in the issuer's own equity instruments, it is:

- (i) A non-derivative that includes no contractual obligation for the issuer to deliver a variable number of its own equity instruments; or
- (ii) A derivative that will be settled by the issuer exchanging a fixed amount of cash or another financial asset for a fixed number of its own equity instruments. For this purpose, the entity's own equity instruments do not include puttable financial instruments classified as equity instruments, instruments that impose on the entity an obligation to deliver to another party a pro-rata share of the net assets of the entity only on liquidation and are classified as equity instruments, or the issuer's own equity instruments that are themselves contracts for the future receipt or delivery of the issuer's own equity instruments.

IN10. In addition, when an issuer has an obligation to purchase its own shares for cash or another financial asset, there is a liability for the amount that the issuer is obliged to pay.

IN11. The definitions of a financial asset and a financial liability, and the description of an equity instrument, are amended consistently with this principle.

### **Classification of Contracts Settled in an Entity's Own Equity Instruments**

IN12. The classification of derivative and non-derivative contracts indexed to, or settled in, an entity's own equity instruments has been clarified consistently with the principle in paragraph IN9 above. In particular, when an entity uses its own equity instruments "as currency" in a contract to receive or deliver a variable number of shares whose value equals a fixed amount or an amount based on changes in an underlying variable (for example, a commodity price), the contract is not an equity instrument, but is a financial asset or a financial liability.

#### *Puttable Instruments*

IN13. A financial instrument that gives the holder the right to put the instrument back to the issuer for cash or another financial asset (a "puttable instrument") is a financial liability of the issuer, except if the instrument has certain features. Where certain features are evident in a puttable financial instrument, it is treated as an equity instrument and not a financial asset or a financial liability.

#### *Obligations Arising on Liquidation*

IN14. Some instruments impose an obligation on an entity to deliver a pro rata share of the net assets of that entity to another party only on liquidation. In certain instances, these instruments are classified as equity instruments rather than financial liabilities.

#### *Contingent Settlement Provisions*

IN15. A financial instrument is a financial liability when the manner of settlement depends on the occurrence or non-occurrence of uncertain future events or on the outcome of uncertain circumstances that are beyond the control of both the issuer and the holder.

Contingent settlement provisions are ignored when they apply only in the event of liquidation of the issuer or are not genuine.

#### *Settlement Options*

IN16. A derivative financial instrument is a financial asset or a financial liability when it gives one of the parties to it a choice of how it is settled unless all of the settlement alternatives would result in it being an equity instrument.

#### **Measurement of the Components of a Compound Financial Instrument on Initial Recognition**

IN17. Previously, IPSAS 15 allowed entities to measure the liability component of a compound financial instrument on initial recognition either as a residual amount after separating the equity component, or by using a relative-fair-value method. IPSAS XX (ED 37) prescribes that any asset and liability components are separated first and the residual is the amount allocated to the net assets/equity component. These requirements for separating the components of a compound financial instrument are conformed to both the definition of an equity instrument as a residual and the measurement requirements in IPSAS XX (ED 38).

#### **Treasury Shares**

IN18. Treasury shares arise when an entity re-acquires its own equity instruments. IPSAS XX (ED 37) clarifies that the acquisition or subsequent resale by an entity of its own equity instruments does not result in a gain or loss for the entity. Rather it represents a transfer between those holders of equity instruments who have given up their equity interest and those who continue to hold an equity instrument.

#### **Interest, Dividends or Similar Distributions, Losses and Gains**

IN19. Transaction costs incurred as a necessary part of completing transactions in an entity's net assets/equity are accounted for as part of that transaction and are deducted from net assets/equity.

## Objective

1. ~~{deleted}~~
- 1.2 The objective of this Standard is to establish principles for presenting financial instruments as liabilities or net assets/equity and for offsetting financial assets and financial liabilities. It applies to the classification of financial instruments, from the perspective of the issuer, into financial assets, financial liabilities and equity instruments; the classification of related interest, dividends or similar distributions, losses and gains; and the circumstances in which financial assets and financial liabilities should be offset.
- 2.3 The principles in this Standard complement the principles for recognizing and measuring financial assets and financial liabilities in IPSAS XX (ED 38), ~~IAS 39~~, “Financial Instruments: Recognition and Measurement,” and for disclosing information about them in IPSAS XX (ED 39), ~~IFRS 7~~, “Financial Instruments: Disclosures.”

## Scope (see also paragraphs AG3-AG7)

- 3.4 **An entity that prepares and presents financial statements under the accrual basis of accounting shall apply this Standard to** ~~This Standard shall be applied by all entities to all types of financial instruments except:~~

Those interests in controlled entities subsidiaries, associates or joint ventures that are accounted for in accordance with ~~IAS 27~~ IPSAS 6, “Consolidated and Separate Financial Statements,” ~~IAS 28~~ IPSAS 7, “Investments in Associates” or IPSAS 8, ~~IAS 31~~ “Interests in Joint Ventures.” However, in some cases, ~~IAS 27~~ IPSAS 6, ~~IAS 28~~ IPSAS 7 or ~~IAS 31~~ IPSAS 8 permits an entity to account for an interest in a controlled entity subsidiary, associate or joint venture using IPSAS XX (ED 38), ~~IAS 39~~; in those cases, entities shall apply the requirements of this Standard. Entities shall also apply this Standard to all derivatives linked to interests in controlled entities subsidiaries, associates or joint ventures.

Employers’ rights and obligations under employee benefit plans, to which IPSAS 25, ~~IAS 19~~ “Employee Benefits” applies.

~~{deleted}~~

(c) **Obligations arising from insurance contracts** ~~as defined in the IFRS 4 insurance contracts.~~ However, this Standard applies to:

- (i) **Financial guarantee contracts issued by way of a non-exchange transaction;**
- (ii) **Derivatives that are embedded in insurance contracts if** IPSAS XX (ED 38) ~~IAS 39~~ requires the entity to account for them separately; and
- (iii) **Financial guarantee contracts issued by way of an exchange transaction if the issuer applies** IPSAS XX (ED 38) **in recognizing and measuring the contracts, but shall apply the relevant international or national**

**accounting standard dealing with insurance contracts if the issuer elects to apply that standard in recognizing and measuring them. Moreover, an issuer shall apply this Standard to financial guarantee contracts if the issuer applies IAS 39 in recognizing and measuring the contracts, but shall apply the IFRS 4 if the issuer elects, in accordance with paragraph 4(d) of IFRS 4, to apply IFRS 4 in recognizing and measuring them.**

**With the exception in (a) and (c) above, an entity may apply this Standard to other financial instruments that take the form of insurance contracts which involve the transfer of financial risk.**

Financial instruments that are within the scope of the **international or national accounting standard dealing with insurance contracts** ~~IFRS 4~~ because they contain a discretionary participation feature. The issuer of these instruments is exempt from applying to these features paragraphs ~~13–37~~ ~~15–32~~ and ~~AG47–AG58~~ ~~AG25–AG35~~ of this Standard regarding the distinction between financial liabilities and equity instruments. However, these instruments are subject to all other requirements of this Standard. Furthermore, this Standard applies to derivatives that are embedded in these instruments (see **IPSAS XX (ED 38)** ~~IAS 39~~).

- (b) Financial instruments, contracts and obligations under share-based payment transactions to which the **international or national accounting standard dealing with share-based payments** ~~IFRS 2 Share-based Payment~~ applies, except for:
- (i) Contracts within the scope of paragraphs ~~4–6~~ ~~8–10~~ of this Standard, to which this Standard applies;

Paragraphs ~~38 and 39–33~~ and ~~34~~ of this Standard, which shall be applied to treasury shares purchased, sold, issued or cancelled in connection with employee share option plans, employee share purchase plans, and all other share-based payment arrangements.

~~5–7~~ ~~{Deleted}~~

~~4.8~~ This Standard shall be applied to those contracts to buy or sell a non-financial item that can be settled net in cash or another financial instrument, or by exchanging financial instruments, as if the contracts were financial instruments, with the exception of contracts that were entered into and continue to be held for the purpose of the receipt or delivery of a non-financial item in accordance with the entity's expected purchase, sale or usage requirements.

~~5.9~~ There are various ways in which a contract to buy or sell a non-financial item can be settled net in cash or another financial instrument or by exchanging financial instruments. These include:

- (a) When the terms of the contract permit either party to settle it net in cash or another financial instrument or by exchanging financial instruments;

- (b) When the ability to settle net in cash or another financial instrument, or by exchanging financial instruments, is not explicit in the terms of the contract, but the entity has a practice of settling similar contracts net in cash or another financial instrument, or by exchanging financial instruments (whether with the counterparty, by entering into offsetting contracts or by selling the contract before its exercise or lapse);
- (c) When, for similar contracts, the entity has a practice of taking delivery of the underlying and selling it within a short period after delivery for the purpose of generating a profit from short-term fluctuations in price or dealer's margin; and
- (d) When the non-financial item that is the subject of the contract is readily convertible to cash.

A contract to which (b) or (c) applies is not entered into for the purpose of the receipt or delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirements, and, accordingly, is within the scope of this Standard. Other contracts to which paragraph 4-8 applies are evaluated to determine whether they were entered into and continue to be held for the purpose of the receipt or delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirement, and accordingly, whether they are within the scope of this Standard.

6.10 A written option to buy or sell a non-financial item that can be settled net in cash or another financial instrument, or by exchanging financial instruments, in accordance with paragraph 5(a) or ~~(d)-9(a) or (d)~~ is within the scope of this Standard. Such a contract cannot be entered into for the purpose of the receipt or delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirements.

- 7. **This Standard applies to all public sector entities other than Government Business Enterprises.**
- 8. The Preface to International Public Sector Accounting Standards issued by the International Public Sector Accounting Standards Board (IPSASB) explains that GBEs apply International Financial Reporting Standards, which are issued by the International Accounting Standards Board (IASB).

**Definitions (see also paragraphs ~~AG8-AG46~~ AG3-AG23)**

9.11 **The following terms are used in this Standard with the meanings specified:**

**An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities.**

**Fair value is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.**

**A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.**

**A financial asset is any asset that is:**

- (a) **Cash;**
- (b) **An equity instrument of another entity;**
- (c) **A contractual right:**
  - (i) **To receive cash or another financial asset from another entity; or**
  - (ii) **To exchange financial assets or financial liabilities with another entity under conditions that are potentially favorable to the entity; or**
- (d) **A contract that will or may be settled in the entity's own equity instruments and is:**
  - (i) **A non-derivative for which the entity is or may be obliged to receive a variable number of the entity's own equity instruments; or**
  - (ii) **A derivative that will or may be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments. For this purpose the entity's own equity instruments do not include puttable financial instruments classified as equity instruments in accordance with paragraphs 15 16A and 16 16B, instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation and are classified as equity instruments in accordance with paragraphs 17 16C and 18 16D, or instruments that are contracts for the future receipt or delivery of the entity's own equity instruments.**

**A financial liability is any liability that is:**

- (a) **A contractual obligation:**
  - (i) **To deliver cash or another financial asset to another entity; or**
  - (ii) **To exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavorable to the entity; or**
- (b) **A contract that will or may be settled in the entity's own equity instruments and is:**
  - (i) **A non-derivative for which the entity is or may be obliged to deliver a variable number of the entity's own equity instruments; or**
  - (iii) **A derivative that will or may be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments. For this purpose the entity's own equity instruments do not include puttable financial instruments classified as equity instruments in accordance with paragraphs 15 16A and 16 16B, instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation and are classified as equity instruments in accordance with paragraphs**



**17 16C and 18 16D, or instruments that are contracts for the future receipt or delivery of the entity's own equity instruments.**

**As an exception, an instrument that meets the definition of a financial liability is classified as an equity instrument if it has all the features and meets the conditions in paragraph 15 16A and 16 16B or paragraphs 17 16C and 18 16D.**

**A puttable instrument is a financial instrument that gives the holder the right to put the instrument back to the issuer for cash or another financial asset or is automatically put back to the issuer on the occurrence of an uncertain future event or the death or retirement of the instrument holder.**

**Terms defined in other International Public Sector Accounting Standards are used in this Standard with the same meanings as in those other Standards, and are reproduced in the Glossary of Defined Terms published separately.**

10. The following terms are defined in paragraph 10 9 of IAS 39-IPSAS XX (ED 38) and  
12 are used in this Standard with the meaning specified in that Standard.

- Amortized cost of a financial asset or financial liability
- Available-for-sale financial assets
- Derecognizing
- Derivative
- Effective interest method
- Financial asset or financial liability at fair value through surplus or deficit ~~profit or loss~~
- Financial guarantee contract
- Firm commitment
- Forecast transaction
- Hedge effectiveness
- Hedged item
- Hedging instrument
- Held-to-maturity investments
- Loans and receivables
- Regular way purchase or sale
- Transaction costs.

11. In this Standard, 'contract' and 'contractual' refer to an agreement between two or  
13 more parties that has clear economic consequences that the parties have little, if any, discretion to avoid, usually because the agreement is enforceable by law. Contracts, and thus financial instruments, may take a variety of forms and need not be in writing.

12. In this Standard, ‘entity’ includes public sector entities, individuals, partnerships,  
 14 incorporated bodies, and trusts. ~~and government agencies~~.

## Presentation

### Liabilities and Net Assets/Equity (see also paragraphs ~~AG47–AG52~~ AG25–AG29)

13. **The issuer of a financial instrument shall classify the instrument, or its component  
 15 parts, on initial recognition as a financial liability, a financial asset or an equity  
 instrument in accordance with the substance of the contractual arrangement and  
 the definitions of a financial liability, a financial asset and an equity instrument.**
14. When an issuer applies the definitions in paragraph ~~9~~ to determine whether a financial  
 16 instrument is an equity instrument rather than a financial liability, the instrument is an  
 equity instrument if, and only if, both conditions (a) and (b) below are met.
- (a) The instrument includes no contractual obligation:
- (i) To deliver cash or another financial asset to another entity; or
  - (ii) To exchange financial assets or financial liabilities with another entity  
 under conditions that are potentially unfavorable to the issuer.
- (b) If the instrument will or may be settled in the issuer’s own equity instruments, it  
 is:
- (i) A non-derivative that includes no contractual obligation for the issuer to  
 deliver a variable number of its own equity instruments; or
  - (ii) A derivative that will be settled only by the issuer exchanging a fixed  
 amount of cash or another financial asset for a fixed number of its own  
 equity instruments. For this purpose the issuer’s own equity instruments  
 do not include instruments that have all the features and meet the  
 conditions described in paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17~~  
~~16C~~ and ~~18 16D~~, or instruments that are contracts for the future receipt or  
 delivery of the issuer’s own equity instruments.

A contractual obligation, including one arising from a derivative financial instrument, that will or may result in the future receipt or delivery of the issuer’s own equity instruments, but does not meet conditions (a) and (b) above, is not an equity instrument. As an exception, an instrument that meets the definition of a financial liability is classified as an equity instrument if it has all the features and meets the conditions in paragraph ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~.

### Puttable Instruments

15. A puttable financial instrument includes a contractual obligation for the issuer to  
 16A repurchase or redeem that instrument for cash or another financial asset on exercise of  
 the put. As an exception to the definition of a financial liability, an instrument that  
 includes such an obligation is classified as an equity instrument if it has all of the

following features:

- (a) It entitles the holder to a pro rata share of the entity's net assets in the event of the entity's liquidation. The entity's net assets are those assets that remain after deducting all other claims on its assets. A pro rata share is determined by:
    - (i) Dividing the entity's net assets on liquidation into units of equal amount; and
    - (ii) Multiplying that amount by the number of the units held by the financial instrument holder.
  - (b) The instrument is in the class of instruments that is subordinate to all other classes of instruments. To be in such a class the instrument:
    - (i) Has no priority over other claims to the assets of the entity on liquidation; and
    - (ii) Does not need to be converted into another instrument before it is in the class of instruments that is subordinate to all other classes of instruments.
  - (c) All financial instruments in the class of instruments that is subordinate to all other classes of instruments have identical features. For example, they must all be puttable, and the formula or other method used to calculate the repurchase or redemption price is the same for all instruments in that class.
  - (d) Apart from the contractual obligation for the issuer to repurchase or redeem the instrument for cash or another financial asset, the instrument does not include any contractual obligation to deliver cash or another financial asset to another entity, or to exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavorable to the entity, and it is not a contract that will or may be settled in the entity's own equity instruments as set out in subparagraph (b) of the definition of a financial liability.
  - (e) The total expected cash flows attributable to the instrument over the life of the instrument are based substantially on the surplus or deficit ~~profit or loss~~, the change in the recognized net assets or the change in the fair value of the recognized and unrecognized net assets of the entity over the life of the instrument (excluding any effects of the instrument).
16. For an instrument to be classified as an equity instrument, in addition to the instrument having all the above features, the issuer must have no other financial instrument or contract that has:
- 16B
- (a) Total cash flows based substantially on the surplus or deficit ~~profit or loss~~, the change in the recognized net assets or the change in the fair value of the recognized and unrecognized net assets of the entity (excluding any effects of such instrument or contract); and
  - (b) The effect of substantially restricting or fixing the residual return to the puttable instrument holders.

For the purposes of applying this condition, the entity shall not consider non-financial contracts with a holder of an instrument described in paragraph ~~15~~ ~~16A~~ that have contractual terms and conditions that are similar to the contractual terms and conditions of an equivalent contract that might occur between a non-instrument holder and the issuing entity. If the entity cannot determine that this condition is met, it shall not classify the puttable instrument as an equity instrument.

**Instruments, or components of instruments, that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation**

17. ~~16C~~ Some financial instruments include a contractual obligation for the issuing entity to deliver to another entity a pro rata share of its net assets only on liquidation. The obligation arises because liquidation either is certain to occur and outside the control of the entity (for example, a limited life entity) or is uncertain to occur but is at the option of the instrument holder. As an exception to the definition of a financial liability, an instrument that includes such an obligation is classified as an equity instrument if it has all of the following features:
- (a) It entitles the holder to a pro rata share of the entity's net assets in the event of the entity's liquidation. The entity's net assets are those assets that remain after deducting all other claims on its assets. A pro rata share is determined by:
    - (i) Dividing the net assets of the entity on liquidation into units of equal amount; and
    - (ii) Multiplying that amount by the number of the units held by the financial instrument holder.
  - (b) The instrument is in the class of instruments that is subordinate to all other classes of instruments. To be in such a class the instrument:
    - (i) Has no priority over other claims to the assets of the entity on liquidation, and
    - (ii) Does not need to be converted into another instrument before it is in the class of instruments that is subordinate to all other classes of instruments.
  - (c) All financial instruments in the class of instruments that is subordinate to all other classes of instruments must have an identical contractual obligation for the issuing entity to deliver a pro rata share of its net assets on liquidation.
18. ~~16D~~ For an instrument to be classified as an equity instrument, in addition to the instrument having all the above features, the issuer must have no other financial instrument or contract that has:
- (a) Total cash flows based substantially on the surplus or deficit ~~profit or loss~~, the change in the recognized net assets or the change in the fair value of the recognized and unrecognized net assets of the entity (excluding any effects of such instrument or contract); and

- (b) The effect of substantially restricting or fixing the residual return to the instrument holders.

For the purposes of applying this condition, the entity shall not consider non-financial contracts with a holder of an instrument described in paragraph 17 16C that have contractual terms and conditions that are similar to the contractual terms and conditions of an equivalent contract that might occur between a non-instrument holder and the issuing entity. If the entity cannot determine that this condition is met, it shall not classify the instrument as an equity instrument.

**Reclassification of puttable instruments and instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation**

19. ~~16E~~ An entity shall classify a financial instrument as an equity instrument in accordance with paragraphs 15 16A and 16 16B or paragraphs 17 16C and 18 16D from the date when the instrument has all the features and meets the conditions set out in those paragraphs. An entity shall reclassify a financial instrument from the date when the instrument ceases to have all the features or meet all the conditions set out in those paragraphs. For example, if an entity redeems all its issued non-puttable instruments and any puttable instruments that remain outstanding have all of the features and meet all the conditions in paragraphs 15 16A and 16 16B, the entity shall reclassify the puttable instruments as equity instruments from the date when it redeems the non-puttable instruments.
20. ~~16F~~ An entity shall account as follows for the reclassification of an instrument in accordance with paragraph 19 16E:
- (a) It shall reclassify an equity instrument as a financial liability from the date when the instrument ceases to have all of the features or meet the conditions in paragraphs 15 16A and 16 16B or paragraphs 17 16C and 18 16D. The financial liability shall be measured at the instrument's fair value at the date of reclassification. The entity shall recognize in net assets/equity any difference between the carrying value of the equity instrument and the fair value of the financial liability at the date of reclassification.
- (b) It shall reclassify a financial liability as an equity instrument from the date when the instrument has all of the features and meets the conditions set out in paragraphs 15 16A and 16 16B or paragraphs 17 16C and 18 16D. An equity instrument shall be measured at the carrying value of the financial liability at the date of reclassification.

**No Contractual Obligation to Deliver Cash or Another Financial Asset (paragraph 14(a) ~~16(a)~~)**

21. ~~17~~ With the exception of the circumstances described in paragraphs 15 16A and 16 16B or paragraphs 17 16C and 18 16D, a critical feature in differentiating a financial liability from an equity instrument is the existence of a contractual obligation of one party to the financial

instrument (the issuer) either to deliver cash or another financial asset to the other party (the holder) or to exchange financial assets or financial liabilities with the holder under conditions that are potentially unfavorable to the issuer. Although the holder of an equity instrument may be entitled to receive a pro rata share of any dividends or similar distributions declared, or distributions of the net assets/equity ~~or other distributions of equity~~, the issuer does not have a contractual obligation to make such distributions because it cannot be required to deliver cash or another financial asset to another party.

22. The substance of a financial instrument, rather than its legal form, governs its classification on the entity's statement of financial position. Substance and legal form are commonly consistent, but not always. Some financial instruments take the legal form of equity instruments ~~equity~~ but are liabilities in substance and others may combine features associated with equity instruments and features associated with financial liabilities. For example:
- 18
- (a) A preference share that provides for mandatory redemption by the issuer for a fixed or determinable amount at a fixed or determinable future date, or gives the holder the right to require the issuer to redeem the instrument at or after a particular date for a fixed or determinable amount, is a financial liability.
  - (b) A financial instrument that gives the holder the right to put it back to the issuer for cash or another financial asset (a 'puttable instrument') is a financial liability, except for those instruments classified as equity instruments in accordance with paragraphs ~~15 46A~~ and ~~16 46B~~ or paragraphs ~~17 46C~~ and ~~18 46D~~. The financial instrument is a financial liability even when the amount of cash or other financial assets is determined on the basis of an index or other item that has the potential to increase or decrease. The existence of an option for the holder to put the instrument back to the issuer for cash or another financial asset means that the puttable instrument meets the definition of a financial liability, except for those instruments classified as equity instruments in accordance with paragraphs ~~15 46A~~ and ~~16 46B~~ or paragraphs ~~17 46C~~ and ~~18 46D~~. For example, open-ended mutual funds, unit trusts, partnerships and some co-operative entities may provide their unitholders or members with a right to redeem their interests in the issuer at any time for cash, which results in the unitholders' or members' interests being classified as financial liabilities, except for those instruments classified as equity instruments in accordance with paragraphs ~~15 46A~~ and ~~16 46B~~ or paragraphs ~~17 46C~~ and ~~18 46D~~. However, classification as a financial liability does not preclude the use of descriptors such as 'net asset value attributable to unitholders' and 'change in net asset value attributable to unitholders' on the face of the financial statements of an entity that has no contributed net assets/equity (such as some mutual funds and unit trusts, see Illustrative Example 7) or the use of additional disclosure to show that total members' interests comprise items such as reserves that meet the definition of net assets/equity and puttable instruments that do not (see Illustrative Example 8).
23. If an entity does not have an unconditional right to avoid delivering cash or another financial asset to settle a contractual obligation, the obligation meets the definition of a

19 financial liability, except for those instruments classified as equity instruments in accordance with paragraphs 15 16A and 16 16B or paragraphs 17 16C and 18 16D. For example:

- (a) A restriction on the ability of an entity to satisfy a contractual obligation, such as lack of access to foreign currency or the need to obtain approval for payment from a regulatory authority, does not negate the entity's contractual obligation or the holder's contractual right under the instrument.
- (b) A contractual obligation that is conditional on a counterparty exercising its right to redeem is a financial liability because the entity does not have the unconditional right to avoid delivering cash or another financial asset.

24. A financial instrument that does not explicitly establish a contractual obligation to deliver cash or another financial asset may establish an obligation indirectly through its terms and conditions. For example:

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- (a) A financial instrument may contain a non-financial obligation that must be settled if, and only if, the entity fails to make distributions or to redeem the instrument. If the entity can avoid a transfer of cash or another financial asset only by settling the non-financial obligation, the financial instrument is a financial liability.
- (b) A financial instrument is a financial liability if it provides that on settlement the entity will deliver either:
  - (i) Cash or another financial asset; or
  - (ii) Its own shares whose value is determined to exceed substantially the value of the cash or other financial asset.

Although the entity does not have an explicit contractual obligation to deliver cash or another financial asset, the value of the share settlement alternative is such that the entity will settle in cash. In any event, the holder has in substance been guaranteed receipt of an amount that is at least equal to the cash settlement option (see paragraph 25 21).

### **Settlement in the Entity's Own Equity Instruments (paragraph 14(b) 16(b))**

25. A contract is not an equity instrument solely because it may result in the receipt or delivery of the entity's own equity instruments. An entity may have a contractual right or obligation to receive or deliver a number of its own shares or other equity instruments that varies so that the fair value of the entity's own equity instruments to be received or delivered equals the amount of the contractual right or obligation. Such a contractual right or obligation may be for a fixed amount or an amount that fluctuates in part or in full in response to changes in a variable other than the market price of the entity's own equity instruments (for example, an interest rate, a commodity price or a financial instrument price). Two examples are (a) a contract to deliver as many of the entity's own equity instruments as are equal in value to CU100, and (b) a contract to deliver as many of the entity's own equity instruments as are equal in value to the value of 100 barrels of oil ounces of gold. Such a contract is a financial liability of the

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entity even though the entity must or can settle it by delivering its own equity instruments. It is not an equity instrument because the entity uses a variable number of its own equity instruments as a means to settle the contract. Accordingly, the contract does not evidence a residual interest in the entity's assets after deducting all of its liabilities.

26. Except as stated in paragraph ~~27~~ 22A, a contract that will be settled by the entity (receiving or) delivering a fixed number of its own equity instruments in exchange for a fixed amount of cash or another financial asset is an equity instrument. For example, an issued share option that gives the counterparty a right to buy a fixed number of the entity's shares for a fixed price or for a fixed stated principal amount of a bond is an equity instrument. Changes in the fair value of a contract arising from variations in market interest rates that do not affect the amount of cash or other financial assets to be paid or received, or the number of equity instruments to be received or delivered, on settlement of the contract do not preclude the contract from being an equity instrument. Any consideration received (such as the premium received for a written option or warrant on the entity's own shares) is added directly to net asset/equity. Any consideration paid (such as the premium paid for a purchased option) is deducted directly from net assets/equity. Changes in the fair value of an equity instrument are not recognized in the financial statements.
27. If the entity's own equity instruments to be received, or delivered, by the entity upon settlement of a contract are puttable financial instruments with all of the features and meeting the conditions described in paragraphs ~~15 46A~~ and ~~16 46B~~, or instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation with all of the features and meeting the conditions described in paragraphs ~~17 46C~~ and ~~18 46D~~, the contract is a financial asset or a financial liability. This includes a contract that will be settled by the entity receiving or delivering a fixed number of such instruments in exchange for a fixed amount of cash or another financial asset.
28. With the exception of the circumstances described in paragraphs ~~15 46A~~ and ~~16 46B~~ or paragraphs ~~17 46C~~ and ~~18 46D~~, a contract that contains an obligation for an entity to purchase its own equity instruments for cash or another financial asset gives rise to a financial liability for the present value of the redemption amount (for example, for the present value of the forward repurchase price, option exercise price or other redemption amount). This is the case even if the contract itself is an equity instrument. One example is an entity's obligation under a forward contract to purchase its own equity instruments for cash. When the financial liability is recognized initially under IPSAS XX (ED 38) IAS 39, its fair value (the present value of the redemption amount) is reclassified from net assets/equity. Subsequently, the financial liability is measured in accordance with IPSAS XX (ED 38) IAS 39. If the contract expires without delivery, the carrying amount of the financial liability is reclassified to net assets/equity. An entity's contractual obligation to purchase its own equity instruments gives rise to a financial liability for the present value of the redemption amount even if the obligation to purchase is conditional on the counterparty exercising a right to



redeem (for example, a written put option that gives the counterparty the right to sell an entity's own equity instruments to the entity for a fixed price).

29. A contract that will be settled by the entity delivering or receiving a fixed number of its own equity instruments in exchange for a variable amount of cash or another financial asset is a financial asset or financial liability. An example is a contract for the entity to deliver 100 of its own equity instruments in return for an amount of cash calculated to equal the value of 100 barrels of oil ~~ounces of gold~~.

### Contingent Settlement Provisions

30. A financial instrument may require the entity to deliver cash or another financial asset, or otherwise to settle it in such a way that it would be a financial liability, in the event of the occurrence or non-occurrence of uncertain future events (or on the outcome of uncertain circumstances) that are beyond the control of both the issuer and the holder of the instrument, such as a change in a stock market index, consumer price index, interest rate or taxation requirements, or the issuer's future revenues, ~~net income~~ surplus or deficit or debt-to-equity ratio. The issuer of such an instrument does not have the unconditional right to avoid delivering cash or another financial asset (or otherwise to settle it in such a way that it would be a financial liability). Therefore, it is a financial liability of the issuer unless:
- (a) The part of the contingent settlement provision that could require settlement in cash or another financial asset (or otherwise in such a way that it would be a financial liability) is not genuine;
  - (b) The issuer can be required to settle the obligation in cash or another financial asset (or otherwise to settle it in such a way that it would be a financial liability) only in the event of liquidation of the issuer; or
  - (c) The instrument has all of the features and meets the conditions in paragraphs 15 ~~16A~~ and 16 ~~16B~~.

### Settlement Options

31. **When a derivative financial instrument gives one party a choice over how it is settled (e.g., the issuer or the holder can choose settlement net in cash or by exchanging shares for cash), it is a financial asset or a financial liability unless all of the settlement alternatives would result in it being an equity instrument.**
32. An example of a derivative financial instrument with a settlement option that is a financial liability is a share option that the issuer can decide to settle net in cash or by exchanging its own shares for cash. Similarly, some contracts to buy or sell a non-financial item in exchange for the entity's own equity instruments are within the scope of this Standard because they can be settled either by delivery of the non-financial item or net in cash or another financial instrument (see paragraphs 4-6 ~~8-10~~). Such contracts are financial assets or financial liabilities and not equity instruments.

**Compound Financial Instruments (see also paragraphs AG53–AG58 ~~AG30–AG35~~ and Illustrative Examples 9–12)**

33. **The issuer of a non-derivative financial instrument shall evaluate the terms of the financial instrument to determine whether it contains both a liability component and a net assets/equity component. Such components shall be classified separately as financial liabilities, financial assets or equity instruments in accordance with paragraph 1315.**
34. An entity recognizes separately the components of a financial instrument that (a) creates a financial liability of the entity and (b) grants an option to the holder of the instrument to convert it into an equity instrument of the entity. For example, a bond or similar instrument convertible by the holder into a fixed number of ordinary shares of the entity is a compound financial instrument. From the perspective of the entity, such an instrument comprises two components: a financial liability (a contractual arrangement to deliver cash or another financial asset) and an equity instrument (a call option granting the holder the right, for a specified period of time, to convert it into a fixed number of ordinary shares of the entity). The economic effect of issuing such an instrument is substantially the same as issuing simultaneously a debt instrument with an early settlement provision and warrants to purchase ordinary shares, or issuing a debt instrument with detachable share purchase warrants. Accordingly, in all cases, the entity presents the liability and net assets/equity components separately in its statement of financial position.
35. Classification of a convertible instrument into its ~~the components liability and equity components of a convertible instrument~~ is not revised as a result of a change in the likelihood that a conversion option will be exercised, even when exercise of the option may appear to have become economically advantageous to some holders. Holders may not always act in the way that might be expected because, for example, the tax consequences resulting from conversion may differ among holders. Furthermore, the likelihood of conversion will change from time to time. The entity's contractual obligation to make future payments remains outstanding until it is extinguished through conversion, maturity of the instrument or some other transaction.
36. IPSAS XX (ED 38) ~~IAS 39~~ deals with the measurement of financial assets and financial liabilities. Equity instruments evidence a residual interest in the assets of an entity after deducting all of its liabilities. Therefore, when the initial carrying amount of a compound financial instrument is allocated into its ~~equity and liability~~ components, the net assets/equity component is assigned the residual amount after deducting from the fair value of the instrument as a whole the amount separately determined for the liability component. The value of any derivative features (such as a call option) embedded in the compound financial instrument is included in the liability component unless it forms part of the component of net assets/equity ~~other than the equity component~~ (such as an equity conversion option) ~~is included in the liability component~~. The sum of the carrying amounts assigned to the liability and the net

assets/equity components on initial recognition is always equal to the fair value that would be ascribed to the instrument as a whole. No gain or loss arises from initially recognizing the components of the instrument separately.

37. Under the approach described in paragraph ~~36~~ ~~34~~, the issuer of a bond convertible into  
 32 ordinary shares first determines the carrying amount of the liability component by measuring the fair value of a similar liability (including any embedded non-equity derivative features) that does not have an associated net assets/equity component. The carrying amount of the equity instrument represented by the option to convert the instrument into ordinary shares is then determined by deducting the fair value of the financial liability from the fair value of the compound financial instrument as a whole.

### Treasury Shares (see also paragraph ~~AG59~~ ~~AG36~~ )

38. **If an entity reacquires its own equity instruments, those instruments (“treasury shares”) shall be deducted from net assets/equity. No gain or loss shall be  
 33 recognized in surplus or deficit ~~profit or loss~~ on the purchase, sale, issue or cancellation of an entity’s own equity instruments. Such treasury shares may be acquired and held by the entity or by other members of the economic entity consolidated group. Consideration paid or received shall be recognized directly in net assets/equity.**
39. The amount of treasury shares held is disclosed separately either in the statement of  
 34 financial position or in the notes, in accordance with IPSAS 1-~~IAS 1~~, “Presentation of Financial Statements.” An entity provides disclosure in accordance with IPSAS 20, ~~IAS 24~~ “Related Party Disclosures” if the entity reacquires its own equity instruments from related parties.

### Interest, Dividends or Similar Distributions, Losses and Gains (see also paragraph ~~AG60~~ ~~AG37~~)

40. **Interest, dividends or similar distributions, losses and gains relating to a financial  
 35 instrument or a component that is a financial liability shall be recognized as revenue ~~income~~ or expense in surplus or deficit ~~profit or loss~~. Distributions to holders of an equity instrument shall be debited by the entity directly to net assets/equity, net of any related income tax benefit. Transaction costs incurred on transactions in net assets/equity of an equity transaction shall be accounted for as a deduction from net assets/equity, net of any related income tax benefit.**
41. The classification of a financial instrument as a financial liability or an equity  
 36 instrument determines whether interest, dividends or similar distributions, losses and gains relating to that instrument are recognized as revenue ~~income~~ or expense in surplus or deficit ~~profit or loss~~. Thus, dividends or similar distributions payments on shares wholly recognized as liabilities are recognized as expenses in the same way as interest on a bond. Similarly, gains and losses associated with redemptions or refinancings of financial liabilities are recognized in surplus or deficit ~~profit or loss~~, whereas redemptions or refinancings of equity instruments are recognized as changes

- in net assets/equity. Changes in the fair value of an equity instrument are not recognized in the financial statements.
42. An entity typically incurs various costs in issuing or acquiring its own equity instruments. Those costs might include registration and other regulatory fees, amounts  
37 paid to legal, accounting and other professional advisers, printing costs and stamp duties. ~~Any related~~The transaction costs of an equity transaction are accounted for as a deduction from net assets/equity (net of any related income tax benefit) to the extent they are incremental costs directly attributable to the equity transaction that otherwise would have been avoided. The costs of an equity such a transaction that is abandoned are recognized as an expense.
43. Transaction costs that relate to the issue of a compound financial instrument are  
38 allocated to the liability and the net assets/equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (~~for example, costs of a concurrent offering of some shares and a stock exchange listing of other shares~~) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.
44. The amount of transaction costs accounted for as a deduction from net assets/equity in  
39 the period is disclosed separately under IPSAS 1/IAS 1. ~~The related amount of income taxes recognised directly in equity is included in the aggregate amount of current and deferred income tax credited or charged to equity that is disclosed under IAS 12 *Income Taxes*.~~
45. Dividends or similar distributions classified as an expense are presented in the  
40 statement of financial performance ~~may be presented in the statement of comprehensive income or separate income statement (if presented)~~ either with interest on other liabilities or as a separate item. In addition to the requirements of this Standard, disclosure of interest and dividends or similar distributions is subject to the requirements of IPSAS 1/IAS 1 and IPSAS XX (ED 39) IFRS 7.~~In some circumstances, because of the differences between interest and dividends or similar distributions with respect to matters such as tax deductibility, it is desirable to disclose them separately in the statement financial performance of comprehensive income or separate income statement (if presented). Disclosures of the tax effects are made in accordance with IAS 12.~~
46. Gains and losses related to changes in the carrying amount of a financial liability are  
41 recognized as revenue income or expense in surplus or deficit profit or loss even when they relate to an instrument that includes a right to the residual interest in the assets of the entity in exchange for cash or another financial asset (see paragraph 22(b) 48(b)). Under IPSAS 1/IAS 1 the entity presents any gain or loss arising from remeasurement of such an instrument separately in the statement of financial performance ~~comprehensive income~~ when it is relevant in explaining the entity's performance.

**Offsetting a Financial Asset and a Financial Liability (see also paragraphs AG61 and AG62 ~~AG38 and AG39~~)**

47. **A financial asset and a financial liability shall be offset and the net amount**  
 42 **presented in the statement of financial position when, and only when, an entity:**
- (a) **Currently has a legally enforceable right to set off the recognized amounts; and**
  - (b) **Intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously.**

**In accounting for a transfer of a financial asset that does not qualify for derecognition, the entity shall not offset the transferred asset and the associated liability (see IPSAS XX (ED 38) IAS 39, paragraph 3638).**

48. This Standard requires the presentation of financial assets and financial liabilities on a  
 43 net basis when doing so reflects an entity's expected future cash flows from settling two or more separate financial instruments. When an entity has the right to receive or pay a single net amount and intends to do so, it has, in effect, only a single financial asset or financial liability. In other circumstances, financial assets and financial liabilities are presented separately from each other consistently with their characteristics as resources or obligations of the entity.
49. Offsetting a recognized financial asset and a recognized financial liability and presenting  
 44 the net amount differs from the derecognition of a financial asset or a financial liability. Although offsetting does not give rise to recognition of a gain or loss, the derecognition of a financial instrument not only results in the removal of the previously recognized item from the statement of financial position but also may result in recognition of a gain or loss.
50. A right of set-off is a debtor's legal right, by contract or otherwise, to settle or  
 45 otherwise eliminate all or a portion of an amount due to a creditor by applying against that amount an amount due from the creditor. In unusual circumstances, a debtor may have a legal right to apply an amount due from a third party against the amount due to a creditor provided that there is an agreement between the three parties that clearly establishes the debtor's right of set-off. Because the right of set-off is a legal right, the conditions supporting the right may vary from one legal jurisdiction to another and the laws applicable to the relationships between the parties need to be considered.
51. The existence of an enforceable right to set off a financial asset and a financial liability  
 46 affects the rights and obligations associated with a financial asset and a financial liability and may affect an entity's exposure to credit and liquidity risk. However, the existence of the right, by itself, is not a sufficient basis for offsetting. In the absence of an intention to exercise the right or to settle simultaneously, the amount and timing of an entity's future cash flows are not affected. When an entity intends to exercise the right or to settle simultaneously, presentation of the asset and liability on a net basis reflects more appropriately the amounts and timing of the expected future cash flows, as well as the risks to which those cash flows are exposed. An intention by one or both

parties to settle on a net basis without the legal right to do so is not sufficient to justify offsetting because the rights and obligations associated with the individual financial asset and financial liability remain unaltered.

52. An entity's intentions with respect to settlement of particular assets and liabilities may  
47 be influenced by its normal operating business practices, the requirements of the financial markets and other circumstances that may limit the ability to settle net or to settle simultaneously. When an entity has a right of set-off, but does not intend to settle net or to realize the asset and settle the liability simultaneously, the effect of the right on the entity's credit risk exposure is disclosed in accordance with paragraph 38 36 of IPSAS XX (ED 39) IFRS 7.

53. Simultaneous settlement of two financial instruments may occur through, for example,  
48 the operation of a clearing house in an organized financial market or a face-to-face exchange. In these circumstances the cash flows are, in effect, equivalent to a single net amount and there is no exposure to credit or liquidity risk. In other circumstances, an entity may settle two instruments by receiving and paying separate amounts, becoming exposed to credit risk for the full amount of the asset or liquidity risk for the full amount of the liability. Such risk exposures may be significant even though relatively brief. Accordingly, realization of a financial asset and settlement of a financial liability are treated as simultaneous only when the transactions occur at the same moment.

54. The conditions set out in paragraph 4742 are generally not satisfied and offsetting is  
49 usually inappropriate when:

- (a) Several different financial instruments are used to emulate the features of a single financial instrument (a 'synthetic instrument');
- (b) Financial assets and financial liabilities arise from financial instruments having the same primary risk exposure (for example, assets and liabilities within a portfolio of forward contracts or other derivative instruments) but involve different counterparties;
- (c) Financial or other assets are pledged as collateral for non-recourse financial liabilities;
- (d) Financial assets are set aside in trust by a debtor for the purpose of discharging an obligation without those assets having been accepted by the creditor in settlement of the obligation (for example, a sinking fund arrangement); or

Obligations incurred as a result of events giving rise to losses are expected to be recovered from a third party by virtue of a claim made under an insurance contract.

55. An entity that undertakes a number of financial instrument transactions with a single  
50 counterparty may enter into a 'master netting arrangement' with that counterparty. Such an agreement provides for a single net settlement of all financial instruments covered by the agreement in the event of default on, or termination of, any one contract. These arrangements may be ~~are~~ commonly used ~~by financial institutions~~ to provide protection against loss in the event of bankruptcy or other circumstances that result in a counterparty being unable to meet its obligations. A master netting

arrangement commonly creates a right of set-off that becomes enforceable and affects the realization or settlement of individual financial assets and financial liabilities only following a specified event of default or in other circumstances not expected to arise in the normal course of ~~operations–business~~. A master netting arrangement does not provide a basis for offsetting unless both of the criteria in paragraph ~~47~~ ~~42~~ are satisfied. When financial assets and financial liabilities subject to a master netting arrangement are not offset, the effect of the arrangement on an entity's exposure to credit risk is disclosed in accordance with paragraph ~~38~~ ~~36~~ of IPSAS XX (ED 39) ~~IFRS 7~~.

### Transitional Provisions

56. **An entity shall apply this Standard retrospectively on first time application.**
57. **When an entity that previously applied IPSAS 15 applies the requirements in paragraphs 15 to 18, an entity is required to split a compound financial instrument with an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation into a liability and net assets/equity component. If the liability component is no longer outstanding, a retrospective application of these requirements would involve separating two components of net assets/equity. The first component would be in accumulated surpluses and deficits and represent the cumulative interest accreted on the liability component. The other component would represent the original net assets/equity component. Therefore, an entity need not separate these two components if the liability component is no longer outstanding when the Standard is adopted.**
58. **An entity that either previously did not apply IPSAS 15 or adopts accrual accounting for the first time, applies the transitional provision in paragraph 57 to all compound financial instruments.**

### Disclosure

- ~~51–~~ ~~{Deleted}~~  
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### Effective Date

59. **An entity shall apply this International Public Sector Accounting Standard for annual financial statements covering periods beginning on or after Month, Day, Year. Earlier application is encouraged. If an entity adopts this Standard for a period beginning before Month, Day, Year, it shall disclose that fact.**
60. **An entity shall not apply this International Public Sector Accounting Standard before Month, Day, Year, unless it also applies IPSAS XX (ED 38) and IPSAS XX (ED 39).**
61. **When an entity adopts the accrual basis of accounting, as defined by International Public Sector Accounting Standards, for financial reporting purposes, subsequent to this effective date, this Standard applies to the entity's annual financial statements covering periods beginning on or after the date of adoption.**

96. ~~An entity shall apply this Standard for annual periods beginning on or after 1 January 2005. Earlier application is permitted. An entity shall not apply this Standard for annual periods beginning before 1 January 2005 unless it also applies IAS 39 (issued December 2003), including the amendments issued in March 2004. If an entity applies this Standard for a period beginning before 1 January 2005, it shall disclose that fact.~~
- 96A. ~~*Puttable Financial Instruments and Obligations Arising on Liquidation* (Amendments to IAS 32 and IAS 1), issued in February 2008, required financial instruments that contain all of the features and meet the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D to be classified as an equity instrument, amended paragraphs 11, 16, 17, 19, 22, 23, 25, AG13, AG14 and AG27, and inserted paragraphs 16A, 16F, 22A, 96B, 96C, 97C, AG14A, AG14J and AG29A. An entity shall apply those amendments for annual periods beginning on or after 1 January 2009. Earlier application is permitted. If an entity applies these changes for an earlier period, it shall disclose that fact and apply the related amendments to IAS 1, IAS 39, IFRS 7 and IFRIC 2 at the same time.~~
- 96B. ~~*Puttable Financial Instruments and Obligations Arising on Liquidation* introduced a limited scope exception; therefore, an entity shall not apply the exception by analogy. Before paragraph 96, the heading is amended (new text is underlined). After paragraph 96, paragraphs 96A–96C are added. After paragraph 97B, paragraph 97C is added.~~
- 96C. ~~The classification of instruments under this exception shall be restricted to the accounting for such an instrument under IAS 1, IAS 32, IAS 39 and IFRS 7. The instrument shall not be considered an equity instrument under other guidance, for example IFRS 2 *Share-based Payment*.~~
97. ~~This Standard shall be applied retrospectively.~~
- 97A. ~~IAS 1 (as revised in 2007) amended the terminology used throughout IFRSs. In addition it amended paragraph 40. 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.~~
- 97B. ~~IFRS 3 (as revised in 2008) deleted paragraph 4(e). An entity shall apply that amendment for annual periods beginning on or after 1 July 2009. If an entity applies IFRS 3 (revised 2008) for an earlier period, the amendment shall also be applied for that earlier period.~~
- 97C. ~~When applying the amendments described in paragraph 96A, an entity is required to split a compound financial instrument with an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation into separate liability and equity components. If the liability component is no longer outstanding, a retrospective application of those amendments to IAS 32 would involve separating two components of equity. The first component would be in retained earnings and represent the cumulative interest accreted on the liability component. The other component would represent the original equity component. Therefore, an entity need not separate these two components if the liability component is no longer outstanding at the date of~~



~~application of the amendments.~~

**Withdrawal and Replacement of IPSAS 15 (2001)**

62. This Standard replaces IPSAS 15, “Financial Instruments: Presentation and Disclosure” issued in 2001.
98. ~~This Standard supersedes IAS 32 *Financial Instruments: Disclosure and Presentation* revised in 2000.<sup>1</sup>~~
99. ~~This Standard supersedes the following Interpretations:~~
- ~~(a) SIC 5 *Classification of Financial Instruments—Contingent Settlement Provisions*;~~
- ~~(b) SIC 16 *Share Capital—Reacquired Own Equity Instruments (Treasury Shares)*;~~
- ~~and~~
- ~~SIC 17 *Equity—Costs of an Equity Transaction*.~~
100. ~~This Standard withdraws draft SIC Interpretation D34 *Financial Instruments—Instruments or Rights Redeemable by the Holder*.~~

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<sup>1</sup>—~~In August 2005 the IASB relocated all disclosures relating to financial instruments to IFRS 7 *Financial Instruments: Disclosures*~~

## Appendix A

### Application Guidance

*This appendix is an integral part of ~~the Standard~~ IPSAS XX (ED 37).*

AG1. This Application Guidance explains the application of particular aspects of the Standard.  
AG1

AG2. The Standard does not deal with the recognition or measurement of financial instruments. Requirements about the recognition and measurement of financial assets and financial liabilities are set out in IPSAS XX (ED 38) IAS 39.  
AG1

### Scope (paragraphs 3-6)

#### Financial Guarantee Contracts

AG3. Financial guarantee contracts are those contracts that require the issuer to make specified payments to reimburse the holder for a loss it incurs because a specified debtor fails to make payment when due in accordance with the original terms of a debt instrument. Governments may issue financial guarantees for a variety of reasons. They are often issued to further a government's policy objectives, for example, to support infrastructure projects and stabilize the financial market in times of distress. Governments and public sector entities may be granted the power to issue financial guarantees by legislation or other authority. In assessing whether a guarantee is contractual or non-contractual, an entity distinguishes the right to issue the guarantee and the actual issue of the guarantee. The right to issue the guarantee in terms of legislation or other authority is non-contractual, while the actual issue of the guarantee should be assessed using the principles in paragraph AG18 to determine whether the guarantee is contractual or non-contractual.

AG4. The issuing of financial guarantees in favor of a third party, whether explicitly or implicitly, may result in a contractual arrangement. Financial guarantees may be issued to a specific party or they may be issued to the holder of an instrument. Consider the following two examples:

- In a service concession arrangement, a government may issue a financial guarantee directly to the financiers of the transaction stating that, in the event of default, it would assume payment for any outstanding principal and interest payments of a loan. In this instance, the financial guarantee is explicitly issued in favor of an identified counterparty.
- Road authority A is responsible for constructing and maintaining a country's road infrastructure. It finances the construction of new roads by issuing long term bonds. National government A exercises its powers in legislation and guarantees the bond issue of road authority A. At the time the guarantee is issued, there are no specific counterparties that have been identified, rather the guarantee is implicitly issued in favor of the holders of a specific instrument.

In both these scenarios, assuming that all the other features of a contract are met, the financial guarantee is contractual in nature.

### **Insurance Contracts**

- AG5. Some economic entities in the public sector may include entities that issue insurance contracts. Those entities are within the scope of this Standard, but the insurance contracts themselves are outside the scope of this Standard.
- AG6. For the purposes of this Standard, an insurance contract is a contract that exposes the insurer to identified risks of loss from events or circumstances occurring or discovered within a specified period, including death (i.e. in the case of an annuity, the survival of the annuitant), sickness, disability, property damage, injury to others and interruption of operations. Additional guidance on insurance contracts is available in the international standard dealing with insurance contracts.
- AG7. Some financial instruments take the form of insurance contracts but principally involve the transfer of financial risks, such as market, credit, or liquidity risk. Examples of such instruments include financial guarantee contracts, reinsurance and guaranteed investment contracts issued by public sector insurers and other entities. An entity is required to apply this Standard to certain financial guarantee contracts, and is permitted to apply this Standard to other insurance contracts that involve the transfer of financial risk.

### **Definitions (paragraphs 9–12 ~~11–14~~)**

#### **Financial Assets and Financial Liabilities**

- AG8. Currency (cash) is a financial asset because it represents the medium of exchange and is therefore the basis on which all transactions are measured and recognized in financial statements. A deposit of cash with a bank or similar financial institution is a financial asset because it represents the contractual right of the depositor to obtain cash from the institution or to draw a check or similar instrument against the balance in favor of a creditor in payment of a financial liability. Unissued currency does not meet the definition of a financial instrument. An entity applies paragraph 13 of IPSAS 12, “Inventories” in accounting for any unissued currency. Currency issued as legal tender from the perspective of the issuer, is not addressed in this Standard.
- AG9. Common examples of financial assets representing a contractual right to receive cash in the future and corresponding financial liabilities representing a contractual obligation to deliver cash in the future are:
- AG4
- (a) ~~trade~~ Accounts receivable and payable;
  - (b) Notes receivable and payable;
  - (c) Loans receivable and payable; and
  - (d) Bonds receivable and payable.

In each case, one party’s contractual right to receive (or obligation to pay) cash is

matched by the other party's corresponding obligation to pay (or right to receive).

- AG10. Another type of financial instrument is one for which the economic benefit to be received or given up is a financial asset other than cash. For example, a note payable in government bonds gives the holder the contractual right to receive and the issuer the contractual obligation to deliver government bonds, not cash. The bonds are financial assets because they represent obligations of the issuing government to pay cash. The note is, therefore, a financial asset of the note holder and a financial liability of the note issuer.
- AG5
- AG11. 'Perpetual' debt instruments (such as 'perpetual' bonds, debentures and capital notes) normally provide the holder with the contractual right to receive payments on account of interest at fixed dates extending into the indefinite future, either with no right to receive a return of principal or a right to a return of principal under terms that make it very unlikely or very far in the future. For example, an entity may issue a financial instrument requiring it to make annual payments in perpetuity equal to a stated interest rate of 8 per cent applied to a stated par or principal amount of CU1,000. Assuming 8 per cent to be the market rate of interest for the instrument when issued, the issuer assumes a contractual obligation to make a stream of future interest payments having a fair value (present value) of CU1,000 on initial recognition. The holder and issuer of the instrument have a financial asset and a financial liability, respectively.
- AG6
- AG12. A contractual right or contractual obligation to receive, deliver or exchange financial instruments is itself a financial instrument. A chain of contractual rights or contractual obligations meets the definition of a financial instrument if it will ultimately lead to the receipt or payment of cash or to the acquisition or issue of an equity instrument.
- AG7
- AG13. The ability to exercise a contractual right or the requirement to satisfy a contractual obligation may be absolute, or it may be contingent on the occurrence of a future event. For example, a financial guarantee is a contractual right of the lender to receive cash from the guarantor, and a corresponding contractual obligation of the guarantor to pay the lender, if the borrower defaults. The contractual right and obligation exist because of a past transaction or event (assumption of the guarantee), even though the lender's ability to exercise its right and the requirement for the guarantor to perform under its obligation are both contingent on a future act of default by the borrower. A contingent right and obligation meet the definition of a financial asset and a financial liability, even though such assets and liabilities are not always recognized in the financial statements. Some of these contingent rights and obligations may be insurance contracts. ~~within the scope of IFRS 4.~~
- AG8
- AG14. Under IPSAS 13, "Leases" ~~IAS 17 *Leases*~~ a finance lease is regarded as primarily an entitlement of the lessor to receive, and an obligation of the lessee to pay, a stream of payments that are substantially the same as blended payments of principal and interest under a loan agreement. The lessor accounts for its investment in the amount receivable under the lease contract rather than the leased asset itself. An operating
- AG9

lease, on the other hand, is regarded as primarily an uncompleted contract committing the lessor to provide the use of an asset in future periods in exchange for consideration similar to a fee for a service. The lessor continues to account for the leased asset itself rather than any amount receivable in the future under the contract. Accordingly, a finance lease is regarded as a financial instrument and an operating lease is not regarded as a financial instrument (except as regards individual payments currently due and payable).

AG15. Physical assets (such as inventories, property, plant and equipment), leased assets and  
AG10 intangible assets (such as patents and trademarks) are not financial assets. Control of such physical and intangible assets creates an opportunity to generate an inflow of cash or another financial asset, but it does not give rise to a present right to receive cash or another financial asset.

AG16. Assets (such as prepaid expenses) for which the future economic benefit is the receipt  
AG11 of goods or services, rather than the right to receive cash or another financial asset, are not financial assets. Similarly, items such as deferred revenue and most warranty obligations are not financial liabilities because the outflow of economic benefits associated with them is the delivery of goods and services rather than a contractual obligation to pay cash or another financial asset.

AG17. Assets and liabilities in the public sector arise out of both contractual and non-  
AG12 contractual arrangements. Assets and liabilities arising out of non-contractual arrangements do not meet the definition of a financial asset or a financial liability.

~~Liabilities or assets that are not contractual (such as income taxes ) that are created as a result of statutory requirements imposed by governments) are not financial liabilities or financial assets. Accounting for income taxes is dealt with in IAS 12. Similarly, constructive obligations, as defined in IAS 37 Provisions, Contingent Liabilities and Contingent Assets, do not arise from contracts and are not financial liabilities.~~

AG18. An entity considers the substance rather than the legal form of an arrangement in  
AG12 determining whether it is a ‘contract’ for purposes of this Standard. Contracts, for the purposes of this Standard, are generally evidenced by the following (although this may differ from jurisdiction to jurisdiction):

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

AG19. Non-contractual, non-exchange revenue transactions are initially recognized and measured in accordance with IPSAS 23, “Revenue from Non-Exchange Transactions (Taxes and Transfers).” If non-exchange revenue transactions are contractual and otherwise meet the definition of a financial asset, the principles in this Standard are also applied.

AG20. An entity would particularly consider the classification requirements of this Standard in determining whether an inflow of resources as part of a contractual non-exchange revenue transaction is in substance a liability or an equity instrument.

AG21. Statutory obligations can be accounted for in a number of ways:

- Obligations to pay income taxes are accounted for in accordance with the international or national accounting standard dealing with income taxes.
- Obligations to provide social benefits are accounted for in accordance with IPSAS 3 “Accounting Policies, Changes in Accounting Estimates and Errors” and IPSAS 19, “Provisions, Contingent Liabilities and Contingent Assets.”
- Other statutory obligations are accounted for in accordance with IPSAS 19.

AG22. Constructive obligations, as defined in IPSAS 19, also do not arise from contracts and are therefore not financial liabilities.

### **Equity Instruments**

AG23. It is not common for entities in the public sector to have contributed capital comprising equity instruments, for example, shares and other forms of unitized capital. Where entities do issue equity instruments, the ownership and use of those instruments may be restricted by legislation. For example, legislation may stipulate that shares in a public sector entity may only be owned by another public sector entity and may therefore not be used as consideration for the settlement of transactions.

AG24. Contributed capital in the public sector may also be evidenced by transfers of resources between parties. Transfers of resources that result in an interest in the net assets/equity of an entity are distinguished from other transfers of resources because they may be evidenced by the following:

- A formal designation of a transfer of resources (or a class of such transfers) by the parties to the transaction as forming part of an entity’s net assets/equity, either before the contribution occurs or at the time of the contribution. For example, on establishing a new entity, the budget office of the department of finance may deem that the initial transfers of resources to an entity establish an interest in the net assets/equity of an entity rather than provide funding to meet operational requirements.
- A formal agreement, in relation to the transfer, establishing or increasing an existing financial interest in the net assets/equity of an entity that can be sold, transferred or redeemed.

Even though transfers of resources may be evidenced by a designation or formal agreement, an entity assesses the nature of transfers of resources based on their substance and not merely their legal form.

AG25. For the purposes of this Standard, the term “equity instrument” may be used to denote the following:

- A form of unitized capital such as ordinary or preference shares;
- Transfers of resources (either designated or agreed as such between the parties to the transaction) that evidence a residual interest in the net assets of another entity; and/or
- Financial liabilities in the legal form of debt that, in substance, represent an interest in an entity’s net assets.

### **Puttable Instruments**

AG26. Where an entity’s contributed capital is comprised of shares or other forms of unitized capital, these instruments may take a number of forms, for Examples, of  
AG13 ~~equity instruments include~~ non-puttable ordinary shares, some puttable instruments (see paragraphs ~~15 16A~~ and ~~16 16B~~), some instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation (see paragraphs ~~17 16C~~ and ~~18 16D~~), some types of preference shares (see paragraphs ~~AG47~~ and ~~AG48~~ ~~AG25~~ and ~~AG26~~), and warrants or written call options that allow the holder to subscribe for or purchase a fixed number of non-puttable ordinary shares in the issuing entity in exchange for a fixed amount of cash or another financial asset. An entity’s obligation to issue or purchase a fixed number of its own equity instruments in exchange for a fixed amount of cash or another financial asset is an equity instrument of the entity (except as stated in paragraph ~~27 22A~~). However, if such a contract contains an obligation for the entity to pay cash or another financial asset (other than a contract classified as an equity instrument in accordance with paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~), it also gives rise to a liability for the present value of the redemption amount (see paragraph ~~AG49(a)~~ ~~AG27(a)~~). An issuer of non-puttable ordinary shares assumes a liability when it formally acts to make a distribution and becomes legally obliged to the shareholders to do so. This may be the case following the declaration of a dividend or when the entity is being wound up and any assets remaining after the satisfaction of liabilities become distributable to shareholders.

AG27. A purchased call option or other similar contract acquired by an entity that gives it the right to reacquire a fixed number of its own equity instruments in exchange for delivering a fixed amount of cash or another financial asset is not a financial asset of the entity (except as stated in paragraph ~~27 22A~~). Instead, any consideration paid for such a contract is deducted from net assets/equity.  
AG14

**The class of instruments that is subordinate to all other classes (paragraphs ~~15(b) 16A(b)~~ and ~~17(b) 16C(b)~~)**

AG28. One of the features of paragraphs ~~15 16A~~ and ~~17 16C~~ is that the financial instrument is in the class of instruments that is subordinate to all other classes.

AG14  
A

AG29. When determining whether an instrument is in the subordinate class, an entity evaluates the instrument's claim on liquidation as if it were to liquidate on the date when it classifies the instrument. An entity shall reassess the classification if there is a change in relevant circumstances. For example, if the entity issues or redeems another financial instrument, this may affect whether the instrument in question is in the class of instruments that is subordinate to all other classes.

AG14  
B

AG30. An instrument that has a preferential right on liquidation of the entity is not an instrument with an entitlement to a pro rata share of the net assets of the entity. For example, an instrument has a preferential right on liquidation if it entitles the holder to a fixed dividend on liquidation, in addition to a share of the entity's net assets, when other instruments in the subordinate class with a right to a pro rata share of the net assets of the entity do not have the same right on liquidation.

AG14  
C

AG31. If an entity has only one class of financial instruments, that class shall be treated as if it were subordinate to all other classes.

AG14  
D

**Total expected cash flows attributable to the instrument over the life of the instrument (paragraph ~~15(e) 16A(e)~~)**

AG32. The total expected cash flows of the instrument over the life of the instrument must be substantially based on the surplus or deficit ~~profit or loss~~, change in the recognised net assets or fair value of the recognised and unrecognised net assets of the entity over the life of the instrument. Surplus or deficit ~~Profit or loss~~ and the change in the recognised net assets shall be measured in accordance with relevant IPSASs ~~IFRSs~~.

AG14  
E

**Transactions entered into by an instrument holder other than as owner of the entity (paragraphs ~~15 16A~~ and ~~17 16C~~)**

AG33. The holder of a puttable financial instrument or an instrument that imposes on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation may enter into transactions with the entity in a role other than that of an owner. For example, an instrument holder also may be an employee of the entity. Only the cash flows and the contractual terms and conditions of the instrument that relate to the instrument holder as an owner of the entity shall be considered when assessing whether the instrument should be classified as an equity instrument under paragraph ~~15 16A~~ or paragraph ~~17 16C~~.

AG14  
F

AG34. An example is a limited partnership that has limited and general partners. Some general partners may provide a guarantee to the entity and may be remunerated for providing that guarantee. In such situations, the guarantee and the associated cash flows relate to the instrument holders in their role as guarantors and not in their roles as owners of the entity. Therefore, such a guarantee and the associated cash flows would not result in the

AG14  
G



general partners being considered subordinate to the limited partners, and would be disregarded when assessing whether the contractual terms of the limited partnership instruments and the general partnership instruments are identical.

AG35. Another example, is a surplus or deficit ~~profit or loss~~ sharing arrangement that  
 AG14 allocates surpluses and deficits ~~profit or loss~~ to the instrument holders on the basis of  
 H services rendered or business generated during the current and previous years. Such arrangements are transactions with instrument holders in their role as non-owners and should not be considered when assessing the features listed in paragraph 15 ~~16A~~ or paragraph 17 ~~16C~~. However, such ~~profit or loss sharing~~ arrangements that allocate surpluses and deficits ~~profit or loss~~ to instrument holders based on the nominal amount of their instruments relative to others in the class represent transactions with the instrument holders in their roles as owners and should be considered when assessing the features listed in paragraph 15 ~~16A~~ or paragraph 17 ~~16C~~.

AG36. The cash flows and contractual terms and conditions of a transaction between the  
 AG14 instrument holder (in the role as a non-owner) and the issuing entity must be similar  
 I to an equivalent transaction that might occur between a non-instrument holder and the issuing entity.

**No other financial instrument or contract with total cash flows that substantially fixes or restricts the residual return to the instrument holder (paragraphs 16 ~~16B~~ and 18 ~~16D~~)**

AG37. A condition for classifying an equity instrument as a financial instrument—that  
 AG14 otherwise meets the criteria in paragraph 15 ~~16A~~ or paragraph 17 ~~16C~~ is that the  
 J entity has no other financial instrument or contract that has (a) total cash flows based substantially on the surplus or deficit ~~profit or loss~~, the change in the recognised net assets or the change in the fair value of the recognised and unrecognised net assets of the entity and (b) the effect of substantially restricting or fixing the residual return. The following instruments, when entered into on normal commercial terms with unrelated parties, are unlikely to prevent instruments that otherwise meet the criteria in paragraph 15 ~~16A~~ or paragraph 17 ~~16C~~ from being classified as equity instruments:

- (a) Instruments with total cash flows substantially based on specific assets of the entity.
- (b) Instruments with total cash flows based on a percentage of revenue.
- (c) Contracts designed to reward individual employees for services rendered to the entity.

Contracts requiring the payment of an insignificant percentage of profit for services rendered or goods provided.

### Derivative Financial Instruments

AG38. Financial instruments include primary instruments (such as receivables, payables and  
 AG15 equity instruments) and derivative financial instruments (such as financial options, futures and forwards, interest rate swaps and currency swaps). Derivative financial

instruments meet the definition of a financial instrument and, accordingly, are within the scope of this Standard.

- AG39. Derivative financial instruments create rights and obligations that have the effect of transferring between the parties to the instrument one or more of the financial risks inherent in an underlying primary financial instrument. On inception, derivative financial instruments give one party a contractual right to exchange financial assets or financial liabilities with another party under conditions that are potentially favorable, or a contractual obligation to exchange financial assets or financial liabilities with another party under conditions that are potentially unfavorable. However, they generally<sup>2</sup> do not result in a transfer of the underlying primary financial instrument on inception of the contract, nor does such a transfer necessarily take place on maturity of the contract. Some instruments embody both a right and an obligation to make an exchange. Because the terms of the exchange are determined on inception of the derivative instrument, as prices in financial markets change those terms may become either favorable or unfavorable.
- AG16
- AG40. A put or call option to exchange financial assets or financial liabilities (i.e. financial instruments other than an entity's own equity instruments) gives the holder a right to obtain potential future economic benefits associated with changes in the fair value of the financial instrument underlying the contract. Conversely, the writer of an option assumes an obligation to forgo potential future economic benefits or bear potential losses of economic benefits associated with changes in the fair value of the underlying financial instrument. The contractual right of the holder and obligation of the writer meet the definition of a financial asset and a financial liability, respectively. The financial instrument underlying an option contract may be any financial asset, including shares in other entities and interest-bearing instruments. An option may require the writer to issue a debt instrument, rather than transfer a financial asset, but the instrument underlying the option would constitute a financial asset of the holder if the option were exercised. The option-holder's right to exchange the financial asset under potentially favorable conditions and the writer's obligation to exchange the financial asset under potentially unfavorable conditions are distinct from the underlying financial asset to be exchanged upon exercise of the option. The nature of the holder's right and of the writer's obligation are not affected by the likelihood that the option will be exercised.
- AG17
- AG41. Another example of a derivative financial instrument is a forward contract to be settled in six months' time in which one party (the purchaser) promises to deliver CU1,000,000 cash in exchange for CU1,000,000 face amount of fixed rate government bonds, and the other party (the seller) promises to deliver CU1,000,000 face amount of fixed rate government bonds in exchange for CU1,000,000 cash. During the six months, both parties have a contractual right and a contractual obligation to exchange financial instruments. If the market price of the government bonds rises above CU1,000,000, the conditions will be favorable to the purchaser and
- AG18

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<sup>2</sup> This is true of most, but not all derivatives, e.g. in some cross-currency interest rate swaps principal is exchanged on inception (and re-exchanged on maturity).

unfavorable to the seller; if the market price falls below CU1,000,000, the effect will be the opposite. The purchaser has a contractual right (a financial asset) similar to the right under a call option held and a contractual obligation (a financial liability) similar to the obligation under a put option written; the seller has a contractual right (a financial asset) similar to the right under a put option held and a contractual obligation (a financial liability) similar to the obligation under a call option written. As with options, these contractual rights and obligations constitute financial assets and financial liabilities separate and distinct from the underlying financial instruments (the bonds and cash to be exchanged). Both parties to a forward contract have an obligation to perform at the agreed time, whereas performance under an option contract occurs only if and when the holder of the option chooses to exercise it.

- AG42. Many other types of derivative instruments embody a right or obligation to make a future exchange, including interest rate and currency swaps, interest rate caps, collars and floors, loan commitments, note issuance facilities and letters of credit. An interest rate swap contract may be viewed as a variation of a forward contract in which the parties agree to make a series of future exchanges of cash amounts, one amount calculated with reference to a floating interest rate and the other with reference to a fixed interest rate. Futures contracts are another variation of forward contracts, differing primarily in that the contracts are standardized and traded on an exchange.

#### **Contracts to Buy or Sell Non-Financial Items (paragraphs 4-6-8-10)**

- AG43. Contracts to buy or sell non-financial items do not meet the definition of a financial instrument because the contractual right of one party to receive a non-financial asset or service and the corresponding obligation of the other party do not establish a present right or obligation of either party to receive, deliver or exchange a financial asset. For example, contracts that provide for settlement only by the receipt or delivery of a non-financial item (for example, an option, futures or forward contract on oil silver) are not financial instruments. Many commodity contracts are of this type. Some are standardized in form and traded on organized markets in much the same fashion as some derivative financial instruments. For example, a commodity futures contract may be bought and sold readily for cash because it is listed for trading on an exchange and may change hands many times. However, the parties buying and selling the contract are, in effect, trading the underlying commodity. The ability to buy or sell a commodity contract for cash, the ease with which it may be bought or sold and the possibility of negotiating a cash settlement of the obligation to receive or deliver the commodity do not alter the fundamental character of the contract in a way that creates a financial instrument. Nevertheless, some contracts to buy or sell non-financial items that can be settled net or by exchanging financial instruments, or in which the non-financial item is readily convertible to cash, are within the scope of the Standard as if they were financial instruments (see paragraph 48).
- AG44. 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.

AG45. Some contracts are commodity-linked, but do not involve settlement through the physical receipt or delivery of a commodity. They specify settlement through cash payments that are determined according to a formula in the contract, rather than through payment of fixed amounts. For example, the principal amount of a bond may be calculated by applying the market price of oil prevailing at the maturity of the bond to a fixed quantity of oil. The principal is indexed by reference to a commodity price, but is settled only in cash. Such a contract constitutes a financial instrument.

AG46. The definition of a financial instrument also encompasses a contract that gives rise to a non-financial asset or non-financial liability in addition to a financial asset or financial liability. Such financial instruments often give one party an option to exchange a financial asset for a non-financial asset. For example, an oil-linked bond may give the holder the right to receive a stream of fixed periodic interest payments and a fixed amount of cash on maturity, with the option to exchange the principal amount for a fixed quantity of oil. The desirability of exercising this option will vary from time to time depending on the fair value of oil relative to the exchange ratio of cash for oil (the exchange price) inherent in the bond. The intentions of the bondholder concerning the exercise of the option do not affect the substance of the component assets. The financial asset of the holder and the financial liability of the issuer make the bond a financial instrument, regardless of the other types of assets and liabilities also created.

AG24 ~~[Deleted]~~

## Presentation

### Liabilities and Net Assets/Equity (paragraphs 13-32 ~~15-27~~)

#### No Contractual Obligation to Deliver Cash or Another Financial Asset (paragraphs 21-24 ~~17-20~~)

AG47. Preference shares may be issued with various rights. In determining whether a preference share is a financial liability or an equity instrument, an issuer assesses the particular rights attaching to the share to determine whether it exhibits the fundamental characteristic of a financial liability. For example, a preference share that provides for redemption on a specific date or at the option of the holder contains a financial liability because the issuer has an obligation to transfer financial assets to the holder of the share. The potential inability of an issuer to satisfy an obligation to redeem a preference share when contractually required to do so, whether because of a lack of funds, a statutory restriction or insufficient surpluses ~~profits~~ or reserves, does not negate the obligation. An option of the issuer to redeem the shares for cash does not satisfy the definition of a financial liability because the issuer does not have a present obligation to transfer financial assets to the shareholders. In this case, redemption of the shares is solely at the discretion of the issuer. An obligation may arise, however, when the issuer of the shares exercises its option, usually by formally notifying the shareholders of an intention to redeem the shares.

- AG48. When preference shares are non-redeemable, the appropriate classification is determined by the other rights that attach to them. Classification is based on an assessment of the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument. When distributions to holders of the preference shares, whether cumulative or non-cumulative, are at the discretion of the issuer, the shares are equity instruments. The classification of a preference share as an equity instrument or a financial liability is not affected by, for example:
- AG26
- (a) A history of making distributions;
  - (b) An intention to make distributions in the future;
  - (c) A possible negative impact on the price of ordinary shares of the issuer if distributions are not made (because of restrictions on paying dividends on the ordinary shares if dividends are not paid on the preference shares);
  - (d) The amount of the issuer's reserves;
  - (e) An issuer's expectation of a surplus or deficit ~~profit or loss~~ for a period; or
  - (f) An ability or inability of the issuer to influence the amount of its surplus or deficit ~~profit or loss~~ for the period.

#### Settlement in the Entity's Own Equity Instruments (paragraphs ~~25-29~~ 21-24)

AG49. As noted in paragraph AG23, it is not common for entities in the public sector to issue equity instruments comprising shares or other forms of unitized capital; and where such instruments do exist, their use and ownership is usually restricted in legislation. As a result of the capital structure of public sector entities generally being different from private sector entities, and the legislative environment in which public sector entities operate, transactions that are settled in an entity's own equity instruments are not likely to occur as frequently in the public sector as in the private sector. However, where such transactions do occur, the following examples may assist in illustrating ~~how to classify~~ different types of contracts on an entity's own equity instruments:

AG27

- (a) A contract that will be settled by the entity receiving or delivering a fixed number of its own shares for no future consideration, or exchanging a fixed number of its own shares for a fixed amount of cash or another financial asset, is an equity instrument (except as stated in paragraph ~~27~~ 22A). Accordingly, any consideration received or paid for such a contract is added directly to or deducted directly from net assets/equity. One example is an issued share option that gives the counterparty a right to buy a fixed number of the entity's shares for a fixed amount of cash. However, if the contract requires the entity to purchase (redeem) its own shares for cash or another financial asset at a fixed or determinable date or on demand, the entity also recognizes a financial liability for the present value of the redemption amount (with the exception of instruments that have all the features and meet the conditions in paragraph ~~15~~ 16A and ~~16~~ 16B or paragraphs ~~17~~ 16C and ~~18~~ 16D). One example is an entity's

obligation under a forward contract to repurchase a fixed number of its own shares for a fixed amount of cash.

- (b) An entity's obligation to purchase its own shares for cash gives rise to a financial liability for the present value of the redemption amount even if the number of shares that the entity is obliged to repurchase is not fixed or if the obligation is conditional on the counterparty exercising a right to redeem (except as stated in paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~). One example of a conditional obligation is an issued option that requires the entity to repurchase its own shares for cash if the counterparty exercises the option.
- (c) A contract that will be settled in cash or another financial asset is a financial asset or financial liability even if the amount of cash or another financial asset that will be received or delivered is based on changes in the market price of the entity's own equity instruments (except as stated in paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~). One example is a net cash-settled share option.
- (d) A contract that will be settled in a variable number of the entity's own shares whose value equals a fixed amount or an amount based on changes in an underlying variable (e.g. a commodity price) is a financial asset or a financial liability. An example is a written option to buy ~~oil~~ ~~gold~~ that, if exercised, is settled net in the entity's own instruments by the entity delivering as many of those instruments as are equal to the value of the option contract. Such a contract is a financial asset or financial liability even if the underlying variable is the entity's own share price rather than ~~oil~~ ~~gold~~. Similarly, a contract that will be settled in a fixed number of the entity's own shares, but the rights attaching to those shares will be varied so that the settlement value equals a fixed amount or an amount based on changes in an underlying variable, is a financial asset or a financial liability.

### **Contingent Settlement Provisions (paragraph ~~30 25~~)**

AG50. Paragraph ~~30 25~~ requires that if a part of a contingent settlement provision that could require settlement in cash or another financial asset (or in another way that would result in the instrument being a financial liability) is not genuine, the settlement provision does not affect the classification of a financial instrument. Thus, a contract that requires settlement in cash or a variable number of the entity's own shares only on the occurrence of an event that is extremely rare, highly abnormal and very unlikely to occur is an equity instrument. Similarly, settlement in a fixed number of an entity's own shares may be contractually precluded in circumstances that are outside the control of the entity, but if these circumstances have no genuine possibility of occurring, classification as an equity instrument is appropriate.

### **Treatment in Consolidated Financial Statements**

AG51. In consolidated financial statements, an entity presents non-controlling interests—i.e.

~~AG29~~ the interests of other parties in the net assets/equity and revenue income of its controlled entities ~~subsidiaries~~ in accordance with IPSAS 1 IAS 1 and IPSAS 6 IAS 27. When classifying a financial instrument (or a component of it) in consolidated financial statements, an entity considers all terms and conditions agreed between members of the economic entity group and the holders of the instrument in determining whether the economic entity group as a whole has an obligation to deliver cash or another financial asset in respect of the instrument or to settle it in a manner that results in liability classification. When a controlled entity subsidiary in a group issues a financial instrument and a controlling entity parent or other entity within the economic group entity agrees additional terms directly with the holders of the instrument (for example, a guarantee), the economic entity group may not have discretion over distributions or redemption. Although the controlled entity subsidiary may appropriately classify the instrument without regard to these additional terms in its individual financial statements, the effect of other agreements between members of the economic entity group and the holders of the instrument is considered in order to ensure that consolidated financial statements reflect the contracts and transactions entered into by the economic entity group as a whole. To the extent that there is such an obligation or settlement provision, the instrument (or the component of it that is subject to the obligation) is classified as a financial liability in consolidated financial statements.

AG52. Some types of instruments that impose a contractual obligation on the entity are classified as equity instruments in accordance with paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~. Classification in accordance with those paragraphs is an exception to the principles otherwise applied in this Standard to the classification of an instrument and cannot be applied by analogy to other instruments. This exception is not extended to the classification of non-controlling interests in the consolidated financial statements. Therefore, instruments classified as equity instruments in accordance with either paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~ in the separate or individual financial statements that are non-controlling interests are classified as liabilities in the consolidated financial statements of the economic entity group.

### **Compound Financial Instruments (paragraphs ~~33-37~~28-32)**

AG53. Paragraph ~~33~~28 applies only to issuers of non-derivative compound financial instruments. Paragraph ~~33~~28 does not deal with compound financial instruments from the perspective of holders. IPSAS XX (ED 38) IAS 39 deals with the separation of embedded derivatives from the perspective of holders of compound financial instruments that contain the features of both debt and equity instruments. ~~debt and equity features~~.

AG54. Compound financial instruments are not common in the public sector because of the capital structure of public sector entities. The following discussion does, however, illustrate how a compound financial instrument would be analyzed into its component parts. A common form of compound financial instrument is a debt instrument with an

embedded conversion option, such as a bond convertible into ordinary shares of the issuer, and without any other embedded derivative features. Paragraph ~~3328~~ requires the issuer of such a financial instrument to present the liability component and net assets/equity component separately in the statement of financial position, as follows:

- (a) The issuer's obligation to make scheduled payments of interest and principal is a financial liability that exists as long as the instrument is not converted. On initial recognition, the fair value of the liability component is the present value of the contractually determined stream of future cash flows discounted at the rate of interest applied at that time by the market to instruments of comparable credit status and providing substantially the same cash flows, on the same terms, but without the conversion option.
- (b) The equity instrument is an embedded option to convert the liability into net assets/equity of the issuer. The fair value of the option comprises its time value and its intrinsic value, if any. This option has value on initial recognition even when it is out of the money.

AG55. On conversion of a convertible instrument at maturity, the entity derecognizes the liability component and recognizes it as net assets/equity. The original net assets/equity component remains as net assets/equity (although it may be transferred from one line item within net assets/equity to another). There is no gain or loss on conversion at maturity.

AG56. When an entity extinguishes a convertible instrument before maturity through an early redemption or repurchase in which the original conversion privileges are unchanged, the entity allocates the consideration paid and any transaction costs for the repurchase or redemption to the ~~liability and equity~~ components of the instrument at the date of the transaction. The method used in allocating the consideration paid and transaction costs to the separate components is consistent with that used in the original allocation to the separate components of the proceeds received by the entity when the convertible instrument was issued, in accordance with paragraphs ~~33-3728-32~~.

AG57. Once the allocation of the consideration is made, any resulting gain or loss is treated in accordance with accounting principles applicable to the related component, as follows:

- (a) The amount of gain or loss relating to the liability component is recognized in surplus or deficit ~~profit or loss~~; and
- (b) The amount of consideration relating to the net assets/equity component is recognized in net assets/equity.

AG58. An entity may amend the terms of a convertible instrument to induce early conversion, for example by offering a more favorable conversion ratio or paying other additional consideration in the event of conversion before a specified date. The difference, at the date the terms are amended, between the fair value of the consideration the holder receives on conversion of the instrument under the revised



terms and the fair value of the consideration the holder would have received under the original terms is recognized as a loss in surplus or deficit ~~profit or loss~~.

### **Treasury Shares (paragraphs 38 and 39 ~~33 and 34~~)**

AG59 An entity's own equity instruments are not recognized as a financial asset regardless  
 AG36 of the reason for which they are reacquired. Paragraph 38~~33~~ requires an entity that reacquires its own equity instruments to deduct those equity instruments from net assets/equity. However, when an entity holds its own equity instruments on behalf of others, for example, a financial institution holding its own equity instruments on behalf of a client, there is an agency relationship and as a result those holdings are not included in the entity's statement of financial position.

### **Interest, Dividends or Similar Distributions, Losses and Gains (paragraphs 40–46~~35–41~~)**

AG60. The following example illustrates the application of paragraph 40~~35~~ to a compound  
 AG37 financial instrument. Assume that a non-cumulative preference share is mandatorily redeemable for cash in five years, but that dividends are payable at the discretion of the entity before the redemption date. Such an instrument is a compound financial instrument, with the liability component being the present value of the redemption amount. The unwinding of the discount on this component is recognized in surplus or deficit ~~profit or loss~~ and classified as interest expense. Any dividends paid relate to the net assets/equity component and, accordingly, are recognized as a distribution of surplus or deficit ~~profit or loss~~. A similar treatment would apply if the redemption was not mandatory but at the option of the holder, or if the share was mandatorily convertible into a variable number of ordinary shares calculated to equal a fixed amount or an amount based on changes in an underlying variable (for example, a commodity). However, if any unpaid dividends or similar distributions are added to the redemption amount, the entire instrument is a liability. In such a case, any dividends or similar distributions are classified as interest expense.

### **Offsetting a Financial Asset and a Financial Liability (paragraphs 47–55~~42–50~~)**

AG61. To offset a financial asset and a financial liability, an entity must have a currently  
 AG38 enforceable legal right to set off the recognized amounts. An entity may have a conditional right to set off recognized amounts, such as in a master netting agreement or in some forms of non-recourse debt, but such rights are enforceable only on the occurrence of some future event, usually a default of the counterparty. Thus, such an arrangement does not meet the conditions for offset.

AG62. The Standard does not provide special treatment for so-called 'synthetic instruments',  
 AG39 which are groups of separate financial instruments acquired and held to emulate the characteristics of another instrument. For example, a floating rate long-term debt combined with an interest rate swap that involves receiving floating payments and making fixed payments synthesizes a fixed rate long-term debt. Each of the individual financial instruments that together constitute a 'synthetic instrument' represents a contractual right or obligation with its own terms and conditions and each may be

transferred or settled separately. Each financial instrument is exposed to risks that may differ from the risks to which other financial instruments are exposed. Accordingly, when one financial instrument in a 'synthetic instrument' is an asset and another is a liability, they are not offset and presented in an entity's statement of financial position on a net basis unless they meet the criteria for offsetting in paragraph 4742.

**Disclosure**

**~~Financial Assets and Financial Liabilities at Fair Value Through Profit or Loss~~  
~~(paragraph 94(f))~~**

AG40 [Deleted]

## Appendix B

### Members' Shares in Co-Operative Entities and Similar Instruments

*This appendix is an integral part of IPSAS XX (ED 37).*

#### Introduction

- B1. ~~1~~ Co-operatives and other similar entities are formed by groups of persons to meet common economic or social needs. National laws typically define a co-operative as a society endeavouring to promote its members' economic advancement by way of a joint business operation (the principle of self-help). Members' interests in a co-operative are often characterised as members' shares, units or the like, and are referred to below as 'members' shares'. This Appendix applies to financial instruments issued to members of co-operative entities that evidence the members' ownership interest in the entity and does not apply to financial instruments that will or may be settled in the entity's own equity instruments.
- B2. ~~2~~ IPSAS XX (ED 37) IAS 32 establishes principles for the classification of financial instruments as financial liabilities or net assets/equity. In particular, those principles apply to the classification of puttable instruments that allow the holder to put those instruments to the issuer for cash or another financial instrument. The application of those principles to members' shares in co-operative entities and similar instruments is difficult. This guidance is provided to illustrate the application of the principles in IPSAS XX (ED 37) ~~Some of the International Accounting Standards Board's constituents have asked for help in understanding how the principles in IAS 32 apply to members' shares and similar instruments that have certain features, and the circumstances in which those features affect the classification as liabilities or net assets/equity.~~

#### Scope

~~3~~ ~~This Interpretation applies to financial instruments within the scope of IAS 32, including financial instruments issued to members of co-operative entities that evidence the members' ownership interest in the entity. This Interpretation does not apply to financial instruments that will or may be settled in the entity's own equity instruments.~~

#### Issue

- B3. ~~4~~ Many financial instruments, including members' shares, have characteristics of equity instruments, including voting rights and rights to participate in dividend or similar distributions. Some financial instruments give the holder the right to request redemption for cash or another financial asset, but may include or be subject to limits on whether the financial instruments will be redeemed. The following paragraphs outline ~~How should~~ those redemption terms should be evaluated in determining whether the financial instruments should be classified as liabilities or net assets/equity.<sup>2</sup>

**Consensus****Application of IPSASs to Members' Shares in Co-Operative Entities and Similar Instruments**

- B4. ~~5~~The contractual right of the holder of a financial instrument (including members' shares in co-operative entities) to request redemption does not, in itself, require that financial instrument to be classified as a financial liability. Rather, the entity must consider all of the terms and conditions of the financial instrument in determining its classification as a financial liability or an equity instrument. Those terms and conditions include relevant local laws, regulations and the entity's governing charter in effect at the date of classification, but not expected future amendments to those laws, regulations or charter.
- B5. ~~6~~Members' shares that would be classified as equity instruments if the members did not have a right to request redemption are equity instruments if either of the conditions described in paragraphs ~~B6 7~~ and ~~B7 8~~ is present or the members' shares have all the features and meet the conditions in paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~ of IPSAS XX (ED 37) IAS 32. Demand deposits, including current accounts, deposit accounts and similar contracts that arise when members act as customers are financial liabilities of the entity.
- B6. ~~7~~Members' shares are equity instruments if the entity has an unconditional right to refuse redemption of the members' shares.
- B7. ~~8~~Local law, regulation or the entity's governing charter can impose various types of prohibitions on the redemption of members' shares, e.g. unconditional prohibitions or prohibitions based on liquidity criteria. If redemption is unconditionally prohibited by local law, regulation or the entity's governing charter, members' shares are equity instruments. However, provisions in local law, regulation or the entity's governing charter that prohibit redemption only if conditions—such as liquidity constraints—are met (or are not met) do not result in members' shares being equity instruments.
- B8. ~~9~~An unconditional prohibition may be absolute, in that all redemptions are prohibited. An unconditional prohibition may be partial, in that it prohibits redemption of members' shares if redemption would cause the number of members' shares or amount of paid-in capital from members' shares to fall below a specified level. Members' shares in excess of the prohibition against redemption are liabilities, unless the entity has the unconditional right to refuse redemption as described in paragraph ~~B6-7~~ or the members' shares have all the features and meet the conditions in paragraphs ~~15 16A~~ and ~~16 16B~~ or paragraphs ~~17 16C~~ and ~~18 16D~~ of IPSAS XX (ED 37) IAS 32. In some cases, the number of shares or the amount of paid-in capital subject to a redemption prohibition may change from time to time. Such a change in the redemption prohibition leads to a transfer between financial liabilities and net assets/equity.
- B9. ~~10~~At initial recognition, the entity shall measure its financial liability for redemption at fair value. In the case of members' shares with a redemption feature, the entity measures the fair value of the financial liability for redemption at no less than the maximum amount payable under the redemption provisions of its governing charter or applicable

law discounted from the first date that the amount could be required to be paid (see example 3).

- B10. ~~41~~ As required by paragraph ~~40~~ ~~35~~ of IPSAS XX (ED 37) ~~IAS 32~~, distributions to holders of equity instruments are recognised directly in net assets/equity, net of any income tax benefits. Interest, dividends or similar distributions and other returns relating to financial instruments classified as financial liabilities are expenses, regardless of whether those amounts paid are legally characterised as dividends or similar distributions, interest or otherwise.
- B11. ~~43~~ When a change in the redemption prohibition leads to a transfer between financial liabilities and net assets/equity, the entity shall disclose separately the amount, timing and reason for the transfer.
- B12. ~~42~~ The following ~~Appendix, which is an integral part of the consensus, provides~~ examples illustrate the ~~of the~~ application of the preceding paragraphs ~~this consensus~~.

### **Illustrative Examples**

~~A1~~ This appendix sets out seven examples of the application of the ~~IFRIC~~ consensus. The examples do not constitute an exhaustive list; other fact patterns are possible. Each example assumes that there are no conditions other than those set out in the facts of the example that would require the financial instrument to be classified as a financial liability and that the financial instrument does not have all the features or does not meet the conditions in paragraph ~~15~~ ~~46A~~ and ~~16~~ ~~46B~~ or paragraphs ~~17~~ ~~46C~~ and ~~18~~ ~~46D~~ of IPSAS XX (ED 37) ~~IAS 32~~.

### **Unconditional right to refuse redemption (paragraph B6 7)**

#### **Example 1**

##### **Facts**

- B13. ~~A2~~ The entity's charter states that redemptions are made at the sole discretion of the entity. The charter does not provide further elaboration or limitation on that discretion. In its history, the entity has never refused to redeem members' shares, although the governing board has the right to do so.

##### **Classification**

- B14. ~~A3~~ The entity has the unconditional right to refuse redemption and the members' shares are equity instruments. IPSAS XX (ED 37) ~~IAS 32~~ establishes principles for classification that are based on the terms of the financial instrument and notes that a history of, or intention to make, discretionary payments does not trigger liability classification. Paragraph ~~AG48~~ ~~AG26~~ of IPSAS XX (ED 37) ~~IAS 32~~ states:

When preference shares are non-redeemable, the appropriate classification is determined by the other rights that attach to them. Classification is based on an assessment of the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument. When distributions to holders of the preference shares, whether cumulative or non-cumulative, are at the

discretion of the issuer, the shares are equity instruments. The classification of a preference share as an equity instrument or a financial liability is not affected by, for example:

- (a) A history of making distributions;
- (b) An intention to make distributions in the future;
- (c) A possible negative impact on the price of ordinary shares of the issuer if distributions are not made (because of restrictions on paying dividends on the ordinary shares if dividends are not paid on the preference shares);
- (d) The amount of the issuer's reserves;
- (e) An issuer's expectation of a surplus or deficit ~~profit or loss~~ for a period; or
- (f) An ability or inability of the issuer to influence the amount of its surplus or deficit ~~profit or loss~~ for the period.

## Example 2

### Facts

B15. ~~A4~~—The entity's charter states that redemptions are made at the sole discretion of the entity. However, the charter further states that approval of a redemption request is automatic unless the entity is unable to make payments without violating local regulations regarding liquidity or reserves.

### Classification

B16. ~~A5~~—The entity does not have the unconditional right to refuse redemption and the members' shares are classified as a financial liability. The restrictions described above are based on the entity's ability to settle its liability. They restrict redemptions only if the liquidity or reserve requirements are not met and then only until such time as they are met. Hence, they do not, under the principles established in IPSAS XX (ED 37) IAS 32, result in the classification of the financial instrument as equity instruments. Paragraph ~~AG47~~ ~~AG25~~ of IPSAS XX (ED 37) IAS 32 states:

Preference shares may be issued with various rights. In determining whether a preference share is a financial liability or an equity instrument, an issuer assesses the particular rights attaching to the share to determine whether it exhibits the fundamental characteristic of a financial liability. For example, a preference share that provides for redemption on a specific date or at the option of the holder contains a financial liability because the issuer has an obligation to transfer financial assets to the holder of the share. *The potential inability of an issuer to satisfy an obligation to redeem a preference share when contractually required to do so, whether because of a lack of funds, a statutory restriction or insufficient surpluses ~~profits~~ or reserves, does not negate the obligation.* [Emphasis added]

**Prohibitions against redemption (paragraphs ~~B7 8~~ and ~~B8 9~~)****Example 3****Facts**

- B17. ~~A6~~ A co-operative entity has issued shares to its members at different dates and for different amounts in the past as follows:
- (a) ~~1~~ January 1, 20X1 100,000 shares at CU10 each (CU1,000,000);
  - (b) ~~1~~ January 1, 20X2 100,000 shares at CU20 each (a further CU2,000,000, so that the total for shares issued is CU3,000,000).

Shares are redeemable on demand at the amount for which they were issued.

- B18. ~~A7~~ The entity's charter states that cumulative redemptions cannot exceed 20 per cent of the highest number of its members' shares ever outstanding. At ~~31~~ December 31, 20X2 the entity has 200,000 of outstanding shares, which is the highest number of members' shares ever outstanding and no shares have been redeemed in the past. On ~~1~~ January 1, 20X3 the entity amends its governing charter and increases the permitted level of cumulative redemptions to 25 per cent of the highest number of its members' shares ever outstanding.

**Classification**

*Before the governing charter is amended*

- B19. ~~A8~~ Members' shares in excess of the prohibition against redemption are financial liabilities. The co-operative entity measures this financial liability at fair value at initial recognition. Because these shares are redeemable on demand, the co-operative entity determines the fair value of such financial liabilities as required by paragraph ~~52 49~~ of IPSAS XX (ED 38) ~~IAS 39~~, which states: 'The fair value of a financial liability with a demand feature (e.g. a demand deposit) is not less than the amount payable on demand ...' Accordingly, the co-operative entity classifies as financial liabilities the maximum amount payable on demand under the redemption provisions.
- B20. ~~A9~~ On ~~1~~ January 1, 20X1 the maximum amount payable under the redemption provisions is 20,000 shares at CU10 each and accordingly the entity classifies CU200,000 as financial liability and CU800,000 as equity instruments. However, on ~~1~~ January 1, 20X2 because of the new issue of shares at CU20, the maximum amount payable under the redemption provisions increases to 40,000 shares at CU20 each. The issue of additional shares at CU20 creates a new liability that is measured on initial recognition at fair value. The liability after these shares have been issued is 20 per cent of the total shares in issue (200,000), measured at CU20, or CU800,000. This requires recognition of an additional liability of CU600,000. In this example no gain or loss is recognized. Accordingly the entity now classifies CU800,000 as financial liabilities and CU2,200,000 as equity instruments. This example assumes these amounts are not changed between ~~1~~ January 1, 20X1 and ~~31~~ December 31, 20X2.

*After the governing charter is amended*

B21. ~~A10~~ Following the change in its governing charter the co-operative entity can now be required to redeem a maximum of 25 per cent of its outstanding shares or a maximum of 50,000 shares at CU20 each. Accordingly, on ~~1~~ January 1, 20X3 the co-operative entity classifies as financial liabilities an amount of CU1,000,000 being the maximum amount payable on demand under the redemption provisions, as determined in accordance with paragraph ~~5249~~ of IPSAS XX (ED 38) ~~IAS 39~~. It therefore transfers on ~~1~~ January 1, 20X3 from net assets/equity to financial liabilities an amount of CU200,000, leaving CU2,000,000 classified as equity instruments. In this example the entity does not recognize a gain or loss on the transfer.

**Example 4****Facts**

B22. ~~A11~~ Local law governing the operations of co-operatives, or the terms of the entity's governing charter, prohibit an entity from redeeming members' shares if, by redeeming them, it would reduce paid-in capital from members' shares below 75 per cent of the highest amount of paid-in capital from members' shares. The highest amount for a particular co-operative is CU1,000,000. At the end of the reporting period the balance of paid-in capital is CU900,000.

**Classification**

B23. ~~A12~~ In this case, CU750,000 would be classified as equity instruments and CU150,000 would be classified as financial liabilities. In addition to the paragraphs already cited, paragraph ~~22(b)~~ 18(b) of IPSAS XX (ED 37) ~~IAS 32~~ states in part:

... a financial instrument that gives the holder the right to put it back to the issuer for cash or another financial asset (a 'puttable instrument') is a financial liability, except for those instruments classified as equity instruments in accordance with paragraphs ~~15~~ 16A and ~~16~~ 16B or paragraphs ~~17~~ 17 ~~16C~~ and ~~18~~ 16D. The financial instrument is a financial liability even when the amount of cash or other financial assets is determined on the basis of an index or other item that has the potential to increase or decrease. The existence of an option for the holder to put the instrument back to the issuer for cash or another financial asset means that the puttable instrument meets the definition of a financial liability, except for those instruments classified as equity instruments in accordance with paragraphs ~~15~~ 16A and ~~16~~ 16B or paragraphs ~~17~~ 17 ~~16C~~ and ~~18~~ 16D.

B24. ~~A13~~ The redemption prohibition described in this example is different from the restrictions described in paragraphs ~~23~~ 19 and ~~AG47~~ AG25 of IPSAS XX (ED 37) ~~IAS 32~~. Those restrictions are limitations on the ability of the entity to pay the amount due on a financial liability, i.e. they prevent payment of the liability only if specified conditions are met. In contrast, this example describes an unconditional prohibition on redemptions beyond a specified amount, regardless of the entity's ability to redeem members' shares (e.g. given its cash resources, surpluses ~~profits~~ or distributable reserves). In effect, the



prohibition against redemption prevents the entity from incurring any financial liability to redeem more than a specified amount of paid-in capital. Therefore, the portion of shares subject to the redemption prohibition is not a financial liability. While each member's shares may be redeemable individually, a portion of the total shares outstanding is not redeemable in any circumstances other than liquidation of the entity.

### Example 5

#### Facts

B25. ~~A14~~—The facts of this example are as stated in example 4. In addition, at the end of the reporting period, liquidity requirements imposed in the local jurisdiction prevent the entity from redeeming any members' shares unless its holdings of cash and short-term investments are greater than a specified amount. The effect of these liquidity requirements at the end of the reporting period is that the entity cannot pay more than CU50,000 to redeem the members' shares.

#### Classification

B26. ~~A15~~—As in example 4, the entity classifies CU750,000 as equity instruments and CU150,000 as a financial liability. This is because the amount classified as a liability is based on the entity's unconditional right to refuse redemption and not on conditional restrictions that prevent redemption only if liquidity or other conditions are not met and then only until such time as they are met. The provisions of paragraphs ~~23 19~~ and ~~AG47 AG25~~ of IPSAS XX (ED 37) ~~IAS 32~~ apply in this case.

### Example 6

#### Facts

B27. ~~A16~~—The entity's governing charter prohibits it from redeeming members' shares, except to the extent of proceeds received from the issue of additional members' shares to new or existing members during the preceding three years. Proceeds from issuing members' shares must be applied to redeem shares for which members have requested redemption. During the three preceding years, the proceeds from issuing members' shares have been CU12,000 and no member's shares have been redeemed.

#### Classification

B28. ~~A17~~—The entity classifies CU12,000 of the members' shares as financial liabilities. Consistently with the conclusions described in example 4, members' shares subject to an unconditional prohibition against redemption are not financial liabilities. Such an unconditional prohibition applies to an amount equal to the proceeds of shares issued before the preceding three years, and accordingly, this amount is classified as equity instruments. However, an amount equal to the proceeds from any shares issued in the preceding three years is not subject to an unconditional prohibition on redemption. Accordingly, proceeds from the issue of members' shares in the preceding three years give rise to financial liabilities until they are no longer available for redemption of

members' shares. As a result the entity has a financial liability equal to the proceeds of shares issued during the three preceding years, net of any redemptions during that period.

### Example 7

#### Facts

B29. ~~A18~~—The entity is a co-operative bank. Local law governing the operations of co-operative banks state that at least 50 per cent of the entity's total 'outstanding liabilities' (a term defined in the regulations to include members' share accounts) has to be in the form of members' paid-in capital. The effect of the regulation is that if all of a co-operative's outstanding liabilities are in the form of members' shares, it is able to redeem them all. On ~~31~~–December 31, 20X1 the entity has total outstanding liabilities of CU200,000, of which CU125,000 represent members' share accounts. The terms of the members' share accounts permit the holder to redeem them on demand and there are no limitations on redemption in the entity's charter.

#### Classification

B30. ~~A19~~—In this example members' shares are classified as financial liabilities. The redemption prohibition is similar to the restrictions described in paragraphs ~~23~~ 19–and ~~AG47–AG 25~~ of IPSAS XX (ED 37) ~~IAS 32~~. The restriction is a conditional limitation on the ability of the entity to pay the amount due on a financial liability, i.e. they prevent payment of the liability only if specified conditions are met. More specifically, the entity could be required to redeem the entire amount of members' shares (CU125,000) if it repaid all of its other liabilities (CU75,000). Consequently, the prohibition against redemption does not prevent the entity from incurring a financial liability to redeem more than a specified number of members' shares or amount of paid-in capital. It allows the entity only to defer redemption until a condition is met, i.e. the repayment of other liabilities. Members' shares in this example are not subject to an unconditional prohibition against redemption and are therefore classified as financial liabilities.

## Appendix C

**Amendments to other IPSASs**

The amendments in this appendix shall be applied for annual financial statements covering periods beginning on or after Month, Day, Year. If an entity applies this Standard for an earlier period, these amendments shall be applied for that earlier period (deleted text is struck through and new text is underlined).

**IPSAS 1, “Presentation of Financial Statements” (as revised in 2006)**

An additional paragraph is inserted after paragraph 7 as follows:

**Definitions**

7A. The following terms are described in ~~IAS 32~~ IPSAS XX (ED 37), “Financial Instruments: Presentation” and are used in this Standard with the meaning specified in ~~IAS 32-IPSAS XX (ED 37)~~:

- (a) Puttable financial instrument classified as an equity instrument (described in paragraphs ~~15 16A~~ and ~~16 16B~~ of ~~IAS 32-IPSAS XX (ED 37)~~);
- (b) An instrument that imposes on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation and is classified as an equity instrument (described in paragraphs ~~17 16C~~ and ~~18 16D~~ of ~~IAS 32-IPSAS XX (ED 37)~~).

An additional paragraph is inserted after paragraph 95 as follows:

**Information to be Presented either on the Face of the Statement of Financial Position or in the Notes**

**95A. If an entity has reclassified**

- (a) A puttable financial instrument classified as an equity instrument, or
- (b) An instrument that imposes on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation and is classified as an equity instrument between financial liabilities and net assets/equity, it shall disclose the amount reclassified into and out of each category (financial liabilities or net assets/equity), and the timing and reason for that reclassification.

An additional header and paragraph are inserted after paragraph 148C as follows:

Puttable financial instruments classified as net assets/equity [to be included under the section dealing with “capital” which is added as a result of IPSAS XX (ED 39) IFRS 7]

**148D. For puttable financial instruments classified as equity instruments, an entity shall disclose (to the extent not disclosed elsewhere):**

- (a) summary quantitative data about the amount classified as net assets/equity;

- (b) its objectives, policies and processes for managing its obligation to repurchase or redeem the instruments when required to do so by the instrument holders, including any changes from the previous period;
- (c) the expected cash outflow on redemption or repurchase of that class of financial instruments; and
- (d) information about how the expected cash outflow on redemption or repurchase was determined.

Two additional sub-paragraphs are inserted after sub-paragraph 150(d) as follows:

#### Other Disclosures

**150. An entity shall disclose the following, if not disclosed elsewhere in information published with the financial statements:**

...

- (e) the name of the controlling entity and the controlling entity of the economic entity; and
- (f) if it is a limited life entity, information regarding the length of its life.

**IPSAS 23, “Revenue from Non-Exchange Transactions (Taxes and Transfers) ,” is amended as follows:**

**Paragraph 37 is amended as follows:**

#### Contributions from Owners

37. Contributions from owners are defined in IPSAS 1. For a transaction to qualify as a contribution from owners, it will be necessary to satisfy the characteristics identified in that definition. In determining whether a transaction satisfies the definition of a contribution from owners, the substance rather than the form of the transaction is considered. Paragraph 38 indicates the form that contributions from owners may take. If, despite the form of the transaction, the substance is clearly that of a loan or another kind of liability, or revenue, the entity recognizes it as such and makes an appropriate disclosure in the notes to the general purpose financial statements, if material. For example, if a transaction purports to be a contribution from owners, but specifies that the reporting entity will pay fixed distributions to the transferor, with a return of the transferor’s investment at a specified future time, the transaction is more characteristic of a loan. For contractual arrangements, an entity also considers the guidance in IPSAS XX (ED 37), “Financial Instruments: Presentation” when distinguishing liabilities from contributions from owners.

## Basis for Conclusions

*This Basis for Conclusions accompanies, but is not part of, the proposed International Public Sector Accounting Standard.*

### Introduction

- BC1. This Basis for Conclusions summarizes the International Public Sector Accounting Standards Board's (IPSASB) considerations in reaching the conclusions in IPSAS XX (ED 37), "Financial Instruments: Presentation." As this IPSAS is primarily drawn from IAS 32, "Financial Instruments: Presentation" issued by the International Accounting Standards Board (IASB), the Basis for Conclusions outlines only those areas where the IPSAS XX (ED 37) departs from the main requirements of IAS 32.
- BC2. This project on financial instruments is a key part of the IPSASB's convergence program which aims to converge IPSASs with International Financial Reporting Standards (IFRSs). The IPSASB acknowledges that there are other aspects of financial instruments, in so far as they relate to the public sector, which are not addressed in IAS 32. These may be addressed by future projects of the IPSASB. In particular, the IPSASB acknowledges that future projects may be required to address:
- Certain transactions undertaken by central banks; and
  - Receivables and payables that arise from arrangements that are, in substance, similar to, and have the same economic effect as, financial instruments, but are not contractual in nature.
- BC3. In developing this IPSAS, the IPSASB agreed to retain the existing text of IAS 32, making changes to ensure consistency with the terminology and presentational requirements of other IPSASs, and deal with any public sector specific issues through additional Application Guidance.
- BC4. In September 2007 the IASB issued amendments to IAS 1, "Presentation of Financial Statements" which introduced "comprehensive income" into the presentation of financial statements. As the IPSASB has not yet considered comprehensive income, along with some of the other amendments proposed in IAS 1, those amendments have not been included in IPSAS XX (ED 37).

### Scope

#### Insurance and Financial Guarantee Contracts

- BC5. IAS 32 excludes all insurance contracts from the scope of IAS 32, except for financial guarantee contracts where the issuer elects to apply International Financial Reporting Standard 4 "Insurance Contracts" (IFRS 4) in recognizing and measuring such contracts. The scope of IPSAS XX (ED 37) also excludes all insurance contracts, except that:
- All financial guarantee contracts by way of non-exchange transactions are to be treated as financial instruments in terms of IPSAS XX (ED 37), IPSAS XX (ED 38), "Financial Instruments: Recognition and Measurement" and IPSAS XX (ED 39), "Financial Instruments: Disclosure" (see below paragraph BC6);

- Financial guarantee contracts by way of exchange transactions are to be treated as financial instruments unless an entity elects to treat such contracts as insurance contracts in accordance with the international or national accounting standard dealing with insurance contracts; and
- Contracts that are insurance contracts but involve the transfer financial risk may be treated as financial instruments in accordance with IPSAS XX (ED 37), IPSAS XX (ED 38) and IPSAS XX (ED 39).

### **Treating Financial Guarantees as Financial Instruments**

BC6. Under IAS 32, financial guarantee contracts should be treated as financial instruments, unless an issuer elects to apply IFRS 4 to those contracts. Unlike in the private sector, many financial guarantee contracts are issued in the public sector by way of a non-exchange transaction, i.e. at no or nominal consideration. So as to enhance the comparability of financial statements and, given the significance of financial guarantee contracts issued at no or nominal consideration in the public sector, the IPSASB believes it is appropriate to deal definitively with the accounting for these contracts by proposing a single accounting treatment. The IPSASB concluded that financial guarantee contracts issued at no or nominal consideration should be accounted for as financial instruments rather than insurance contracts.

### **Option to Treat Insurance Contracts that Transfer Financial Risk as Financial Instruments**

BC7. IPSAS 15 allowed entities to account for instruments that are insurance contracts that result in the transfer of financial risk, as financial instruments. In the absence of an IPSAS on insurance contracts, the IPSASB concluded that it should allow, but not require, entities to apply IPSAS XX (ED 37) to such contracts.

### **Identifying Contractual Financial Guarantees**

BC8. Financial instruments in IPSAS XX (ED 37) are defined as: "...any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity." As arrangements in the public sector may arise through statutory powers, the IPSASB developed additional application guidance to distinguish contractual or non-contractual financial guarantees. The IPSASB concluded that, to be within the scope of IPSAS XX (ED 37), financial guarantees should have the key features of a contractual arrangement. It also concluded that an entity should: distinguish the right to issue guarantees, which is often conferred on an entity through statutory or similar means, and the actual issuing of the guarantee in favour of a third party, irrespective of whether that party is explicitly or implicitly identified. A statutory right to issue guarantees, of itself, is not within the scope of this Standard.

## Definitions

### Contractual Arrangements

- BC9. The IPSASB noted that, in certain jurisdictions, public sector entities are precluded from entering into formal contracts, but do enter into arrangements that have the substance of contracts. These arrangements may be known by another term, for example, a ‘government order.’ To assist entities in identifying contracts, which either have the substance or legal form of a contract, the IPSASB considered it appropriate to issue additional Application Guidance explaining the factors an entity should consider in assessing whether an arrangement is contractual or non-contractual.
- BC10 Consideration was given as to whether the term “binding arrangement” should be used to describe the arrangements highlighted in paragraph BC9. The term “binding arrangement” has not been defined, but has been used in IPSASs to describe arrangements that are binding on the parties, but do not take the form of a documented contract, such as an arrangement between two government departments that do not have the power to contract. The IPSASB concluded that the term “binding arrangements ,” as used in IPSASs, embraces a wider set of arrangements than those identified in paragraph BC9 and therefore concluded that it should not be used in this IPSAS XX (ED 37).

### Contractual Non-Exchange Revenue Transactions

- BC11. IPSAS 23, “Revenue from Non-Exchange Transactions (Taxes and Transfers)” prescribes the initial recognition, initial measurement and disclosure of assets and liabilities arising out of non-exchange revenue transactions. In acknowledging that certain non-exchange revenue transactions may be contractual in nature, there is an overlap between the requirements of IPSAS XX (ED 37) and IPSAS 23.
- BC12. The IPSASB concluded that an entity should apply the requirements of IPSAS 23 in conjunction with IPSAS XX (ED 37). In particular, an entity considers the principles in IPSAS XX (ED 37) in considering whether an inflow of resources from a non-exchange revenue transaction results in a liability or a transaction that evidences a residual interest in the net assets of the entity.

## Other

### Interpretations developed by the International Financial Reporting Interpretations Committee

- BC13. The IPSASB considered whether IFRIC 2, “Members’ Shares in Co-operative Entities and Similar Instruments” and IFRIC 11, “IFRS2 – Group and Treasury Share Transactions” were relevant for the types of instruments entered into by governments and entities in the public sector.
- BC14. The IPSASB considered that IFRIC 11 is not relevant for the types of instruments entered into in the public sector as it deals with share-based payment transactions. While share-based payments may be common in Government Business Enterprises (GBE’s), they do

not occur frequently within entities that are not GBE's. As a result, the IPSASB has not included any principles from IFRIC 11 in IPSAS XX (ED 37).

- BC15. IFRIC 2 provides guidance on the application of IAS 32 to members' shares in co-operative entities and similar instruments. There is a strong link between IAS 32 and IFRIC 2 in relation to puttable financial instruments and obligations arising on liquidation. As the text of IAS 32 that deals with puttable financial instruments and obligations arising on liquidation has been retained in IPSAS XX (ED 37), IFRIC 2 would provide additional guidance to users of IPSAS XX (ED 37) in applying those principles to members' interests in co-operative entities. Therefore, the principles and examples from IFRIC 2 have been included in ED 37 as an authoritative appendix.



## Illustrative Examples

*These examples accompany, but are not part of, IAS 32 IPSAS XX (ED 37).*

### Accounting for contracts on equity instruments of an entity

IE1. The following examples illustrate the application of paragraphs 13-32 ~~15-27~~ and IPSAS XX (ED 38) ~~IAS 39~~ to the accounting for contracts on an entity's own equity instruments. In these examples, monetary amounts are denominated in 'currency units' (CU).

#### *Example 1: Forward to buy shares*

IE2. This example illustrates the journal entries for forward purchase contracts on an entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below). To simplify the illustration, it is assumed that no dividends are paid on the underlying shares (i.e. the 'carry return' is zero) so that the present value of the forward price equals the spot price when the fair value of the forward contract is zero. The fair value of the forward has been computed as the difference between the market share price and the present value of the fixed forward price.

#### *Assumptions:*

Contract date †February 1, 20X2

Maturity date ~~31~~January 31, 20X3

Market price per share on †February 1, 20X2 CU100

Market price per share on ~~31~~December 31, 20X2 CU110

Market price per share on ~~31~~ January 31, 20X3 CU106

Fixed forward price to be paid on ~~31~~January 31, 20X3 CU104

Present value of forward price on † February 1, 20X2 CU100

Number of shares under forward contract 1,000

Fair value of forward on † February 1, 20X2 CU0

Fair value of forward on ~~31~~December 31, 20X2 CU6,300

Fair value of forward on ~~31~~ January 31, 20X3 CU2,000

#### *(a) Cash for cash ('net cash settlement')*

IE3. In this subsection, the forward purchase contract on the entity's own shares will be settled net in cash, i.e. there is no receipt or delivery of the entity's own shares upon settlement of the forward contract.

On ~~1~~February 1, 20X2, Entity A enters into a contract with Entity B to receive the fair value of 1,000 of Entity A's own outstanding ordinary shares as of ~~31~~January 31, 20X3 in exchange for a payment of CU104,000 in cash (i.e. CU104 per share) on ~~31~~ January 31, 20X3. The contract will be settled net in cash. Entity A records the following journal entries.

**~~1~~February 1, 20X2**

The price per share when the contract is agreed on ~~1~~February 1, 20X2 is CU100. The initial fair value of the forward contract on ~~1~~February 1, 20X2 is zero.

*No entry is required because the fair value of the derivative is zero and no cash is paid or received.*

**~~31~~December 31, 20X2**

On ~~31~~December 31, 20X2, the market price per share has increased to CU110 and, as a result, the fair value of the forward contract has increased to CU6,300.

Dr Forward asset	CU6,300	
		Cr Gain
		CU6,300

*To record the increase in the fair value of the forward contract.*

**~~31~~January 31, 20X3**

On ~~31~~January 31, 20X3, the market price per share has decreased to CU106. The fair value of the forward contract is CU2,000 ( $[\text{CU}106 \times 1,000] - \text{CU}104,000$ ).

On the same day, the contract is settled net in cash. Entity A has an obligation to deliver CU104,000 to Entity B and Entity B has an obligation to deliver CU106,000 ( $\text{CU}106 \times 1,000$ ) to Entity A, so Entity B pays the net amount of CU2,000 to Entity A.

Dr Loss	CU4,300	
		Cr Forward asset
		CU4,300

*To record the decrease in the fair value of the forward contract (i.e.  $\text{CU}4,300 = \text{CU}6,300 - \text{CU}2,000$ ).*

Dr Cash	CU2,000	
		Cr Forward asset
		CU2,000

*To record the settlement of the forward contract.*

*(b) Shares for shares ('net share settlement')*

- IE4. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a) above, except for recording the settlement of the forward contract, as follows:

**~~31~~ January 31, 20X3**

The contract is settled net in shares. Entity A has an obligation to deliver CU104,000 (CU104 × 1,000) worth of its shares to Entity B and Entity B has an obligation to deliver CU106,000 (CU106 × 1,000) worth of shares to Entity A. Thus, Entity B delivers a net amount of CU2,000 (CU106,000 – CU104,000) worth of shares to Entity A, i.e. 18.9 shares (CU2,000/CU106).

Dr <u>Net assets/equity</u>	CU2,000	
Cr Forward asset		CU2,000

*To record the settlement of the forward contract.*

*(c) Cash for shares ('gross physical settlement')*

- IE5. Assume the same facts as in (a) except that settlement will be made by delivering a fixed amount of cash and receiving a fixed number of Entity A's shares. Similarly to (a) and (b) above, the price per share that Entity A will pay in one year is fixed at CU104. Accordingly, Entity A has an obligation to pay CU104,000 in cash to Entity B (CU104 × 1,000) and Entity B has an obligation to deliver 1,000 of Entity A's outstanding shares to Entity A in one year. Entity A records the following journal entries.

**~~1~~ February 1, 20X2**

Dr <u>Net assets/equity</u>	CU100,000	
Cr Liability		CU100,000

*To record the obligation to deliver CU104,000 in one year at its present value of CU100,000 discounted using an appropriate interest rate (see IPSAS XX (ED 38) IAS 39, paragraph AG81 AG64).*

**~~31~~ December 31, 20X2**

Dr Interest expense	CU3,660	
Cr Liability		CU3,660

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

**~~31~~ January 31, 20X3**

Dr Interest expense	CU340	
Cr Liability		CU340

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

Entity A delivers CU104,000 in cash to Entity B and Entity B delivers 1,000 of Entity A's shares to Entity A.

Dr Liability	CU104,000
Cr Cash	CU104,000

*To record the settlement of the obligation to redeem Entity A's own shares for cash.*

*(d) Settlement options*

- IE6. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the forward repurchase contract is a financial asset or a financial liability. If one of the settlement alternatives is to exchange cash for shares ((c) above), Entity A recognises a liability for the obligation to deliver cash, as illustrated in (c) above. Otherwise, Entity A accounts for the forward contract as a derivative.

*Example 2: Forward to sell shares*

- IE7. This example illustrates the journal entries for forward sale contracts on an entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by receiving cash in exchange for shares. It also discusses the effect of settlement options (see (d) below). To simplify the illustration, it is assumed that no dividends are paid on the underlying shares (i.e. the 'carry return' is zero) so that the present value of the forward price equals the spot price when the fair value of the forward contract is zero. The fair value of the forward has been computed as the difference between the market share price and the present value of the fixed forward price.

*Assumptions:*

Contract date	4 February <u>1</u> , 20X2
Maturity date	<del>31</del> January <u>31</u> , 20X3

Market price per share on <del>4</del> February <u>1</u> , 20X2	CU100
Market price per share on <del>31</del> December <u>31</u> , 20X2	CU110
Market price per share on <del>31</del> January <u>31</u> , 20X3	CU106

Fixed forward price to be paid on <del>31</del> January <u>31</u> , 20X3	CU104
Present value of forward price on <del>4</del> February <u>1</u> , 20X2	CU100
Number of shares under forward contract	1,000

Fair value of forward on <del>4</del> February <u>1</u> , 20X2	CU0
Fair value of forward on <del>31</del> December <u>31</u> , 20X2	(CU6,300)
Fair value of forward on <del>31</del> January <u>31</u> , 20X3	(CU2,000)

*(a) Cash for cash ('net cash settlement')*

- IE8. On ~~4~~ February 1, 20X2, Entity A enters into a contract with Entity B to pay the fair value of 1,000 of Entity A's own outstanding ordinary shares as of ~~31~~ January 31, 20X3 in

exchange for CU104,000 in cash (i.e. CU104 per share) on ~~31~~ January 31, 20X3. The contract will be settled net in cash. Entity A records the following journal entries.

**~~1~~ February 1, 20X2**

*No entry is required because the fair value of the derivative is zero and no cash is paid or received.*

**~~31~~ December 31, 20X2**

Dr Loss	CU6,300	
	Cr Forward liability	CU6,300

*To record the decrease in the fair value of the forward contract.*

**~~31~~ January 31, 20X3**

Dr Forward liability	CU4,300	
	Cr Gain	CU4,300

*To record the increase in the fair value of the forward contract (i.e.  $CU4,300 = CU6,300 - CU2,000$ ).*

The contract is settled net in cash. Entity B has an obligation to deliver CU104,000 to Entity A, and Entity A has an obligation to deliver CU106,000 ( $CU106 \times 1,000$ ) to Entity B. Thus, Entity A pays the net amount of CU2,000 to Entity B.

Dr Forward liability	CU2,000	
	Cr Cash	CU2,000

*To record the settlement of the forward contract.*

*(b) Shares for shares ('net share settlement')*

- IE9. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a), except:

**~~31~~ January 31, 20X3**

The contract is settled net in shares. Entity A has a right to receive CU104,000 ( $CU104 \times 1,000$ ) worth of its shares and an obligation to deliver CU106,000 ( $CU106 \times 1,000$ ) worth of its shares to Entity B. Thus, Entity A delivers a net amount of CU2,000 ( $CU106,000 - CU104,000$ ) worth of its shares to Entity B, i.e. 18.9 shares ( $CU2,000/CU106$ ).

Dr Forward liability	CU2,000	
	Cr <u>Net assets/equity</u>	CU2,000

*To record the settlement of the forward contract. The issue of the entity's own shares is treated as a transaction in net assets/equity ~~an equity transaction~~.*

*(c) Shares for cash ('gross physical settlement')*

- IE10. Assume the same facts as in (a), except that settlement will be made by receiving a fixed amount of cash and delivering a fixed number of the entity's own shares. Similarly to (a) and (b) above, the price per share that Entity A will pay in one year is fixed at CU104. Accordingly, Entity A has a right to receive CU104,000 in cash ( $CU104 \times 1,000$ ) and an obligation to deliver 1,000 of its own shares in one year. Entity A records the following journal entries.

**~~1~~February 1, 20X2**

*No entry is made on ~~1~~ February, 1. No cash is paid or received because the forward has an initial fair value of zero. A forward contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash or another financial asset meets the definition of an equity instrument because it cannot be settled otherwise than through the delivery of shares in exchange for cash.*

**~~31~~December 31, 20X2**

*No entry is made on ~~31~~ December, 31 because no cash is paid or received and a contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of the entity.*

**~~31~~January 31, 20X3**

On ~~31~~ January 31, 20X3, Entity A receives CU104,000 in cash and delivers 1,000 shares.

Dr Cash	CU104,000	
	Cr <u>Net assets/equity</u>	CU104,000

*To record the settlement of the forward contract.*

*(d) Settlement options*

- IE11. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the forward contract is a financial asset or a financial liability. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A repurchasing a fixed number of its own shares in exchange for paying a fixed amount of cash or another financial asset. Entity A recognises a derivative asset or liability, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

*Example 3: Purchased call option on shares*

- IE12. This example illustrates the journal entries for a purchased call option right on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for the entity's own shares. It also discusses the effect of settlement options (see (d) below):

*Assumptions:*

Contract date ~~1~~February 1, 20X2

Exercise date	<del>31</del> January <u>31</u> , 20X3 (European terms, i.e. it can be exercised only at maturity)
Exercise right holder	Reporting entity (Entity A)
Market price per share on <del>1</del> February <u>1</u> , 20X2	CU100
Market price per share on <del>31</del> December <u>31</u> , 20X2	CU104
Market price per share on <del>31</del> January <u>31</u> , 20X3	CU104
Fixed exercise price to be paid on <del>31</del> January <u>31</u> , 20X3	CU102
Number of shares under option contract	1,000
Fair value of option on <del>1</del> February <u>1</u> , 20X2	CU5,000
Fair value of option on <del>31</del> December <u>31</u> , 20X2	CU3,000
Fair value of option on <del>31</del> January <u>31</u> , 20X3	CU2,000

(a) *Cash for cash ('net cash settlement')*

- IE13. On 1 February 1, 20X2, Entity A enters into a contract with Entity B that gives Entity B the obligation to deliver, and Entity A the right to receive the fair value of 1,000 of Entity A's own ordinary shares as of 31 January 31, 20X3 in exchange for CU102,000 in cash (i.e. CU102 per share) on 31 January 31, 20X3, if Entity A exercises that right. The contract will be settled net in cash. If Entity A does not exercise its right, no payment will be made. Entity A records the following journal entries.

**1 February 1, 20X2**

The price per share when the contract is agreed on ~~1~~February 1, 20X2 is CU100. The initial fair value of the option contract on ~~1~~ February 1, 20X2 is CU5,000, which Entity A pays to Entity B in cash on that date. On that date, the option has no intrinsic value, only time value, because the exercise price of CU102 exceeds the market price per share of CU100 and it would therefore not be economic for Entity A to exercise the option. In other words, the call option is out of the money.

Dr Call option asset	CU5,000	
	Cr Cash	CU5,000

*To recognise the purchased call option.*

**31 December 31, 20X2**

On ~~31~~ December 31, 20X2, the market price per share has increased to CU104. The fair value of the call option has decreased to CU3,000, of which CU2,000 is intrinsic value ( $[\text{CU}104 - \text{CU}102] \times 1,000$ ), and CU1,000 is the remaining time value.

Dr Loss	CU2,000	
	Cr Call option asset	CU2,000

*To record the decrease in the fair value of the call option.*

**~~31~~ January 31, 20X3**

On ~~31~~ January 31, 20X3, the market price per share is still CU104. The fair value of the call option has decreased to CU2,000, which is all intrinsic value ( $[(CU104 - CU102) \times 1,000]$ ) because no time value remains.

Dr Loss	CU1,000	
	Cr Call option asset	CU1,000

*To record the decrease in the fair value of the call option.*

On the same day, Entity A exercises the call option and the contract is settled net in cash. Entity B has an obligation to deliver CU104,000 ( $CU104 \times 1,000$ ) to Entity A in exchange for CU102,000 ( $CU102 \times 1,000$ ) from Entity A, so Entity A receives a net amount of CU2,000.

Dr Cash	CU2,000	
	Cr Call option asset	CU2,000

*To record the settlement of the option contract.*

*(b) Shares for shares ('net share settlement')*

- IE14. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a) except for recording the settlement of the option contract as follows:

**~~31~~ January 31, 20X3**

Entity A exercises the call option and the contract is settled net in shares. Entity B has an obligation to deliver CU104,000 ( $CU104 \times 1,000$ ) worth of Entity A's shares to Entity A in exchange for CU102,000 ( $CU102 \times 1,000$ ) worth of Entity A's shares. Thus, Entity B delivers the net amount of CU2,000 worth of shares to Entity A, i.e. 19.2 shares ( $CU2,000/CU104$ ).

Dr <u>Net assets/equity</u>	CU2,000	
	Cr Call option asset	CU2,000

*To record the settlement of the option contract. The settlement is accounted for as a treasury share transaction (i.e. no gain or loss).*

*(c) Cash for shares ('gross physical settlement')*

- IE15. Assume the same facts as in (a) except that settlement will be made by receiving a fixed number of shares and paying a fixed amount of cash, if Entity A exercises the option.



Similarly to (a) and (b) above, the exercise price per share is fixed at CU102. Accordingly, Entity A has a right to receive 1,000 of Entity A's own outstanding shares in exchange for CU102,000 ( $CU102 \times 1,000$ ) in cash, if Entity A exercises its option. Entity A records the following journal entries.

**1 February 1, 20X2**

Dr <u>Net assets/equity</u>	CU5,000	
Cr Cash		CU5,000

*To record the cash paid in exchange for the right to receive Entity A's own shares in one year for a fixed price. The premium paid is recognised in net assets/equity.*

**~~31~~ December 31, 20X2**

*No entry is made on ~~31~~ December, 31 because no cash is paid or received and a contract that gives a right to receive a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of the entity.*

**~~31~~ January 31, 20X3**

Entity A exercises the call option and the contract is settled gross. Entity B has an obligation to deliver 1,000 of Entity A's shares in exchange for CU102,000 in cash.

Dr <u>Net assets/equity</u>	CU102,000	
Cr Cash		CU102,000

*To record the settlement of the option contract.*

*(d) Settlement options*

- IE16. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the call option is a financial asset. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A repurchasing a fixed number of its own shares in exchange for paying a fixed amount of cash or another financial asset. Entity A recognises a derivative asset, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

*Example 4: Written call option on shares*

- IE17. This example illustrates the journal entries for a written call option obligation on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below).

*Assumptions:*

Contract date	1-February 1, 20X2
Exercise date	<del>31</del> January 31, 20X3
	(European terms, i.e. it

Exercise right holder	can be exercised only at maturity) Counterparty (Entity B)
Market price per share on <del>4</del> February <u>1</u> , 20X2	CU100
Market price per share on <del>31</del> December <u>31</u> , 20X2	CU104
Market price per share on <del>31</del> January <u>31</u> , 20X3	CU104
Fixed exercise price to be paid on <del>31</del> January <u>31</u> , 20X3	CU102
Number of shares under option contract	1,000
Fair value of option on <del>4</del> February <u>1</u> , 20X2	CU5,000
Fair value of option on <del>31</del> December <u>31</u> , 20X2	CU3,000
Fair value of option on <del>31</del> January <u>31</u> , 20X3	CU2,000

(a) *Cash for cash ('net cash settlement')*

- IE18. Assume the same facts as in Example 3(a) above except that Entity A has written a call option on its own shares instead of having purchased a call option on them. Accordingly, on ~~4~~February 1, 20X2 Entity A enters into a contract with Entity B that gives Entity B the right to receive and Entity A the obligation to pay the fair value of 1,000 of Entity A's own ordinary shares as of ~~31~~January 31, 20X3 in exchange for CU102,000 in cash (i.e. CU102 per share) on ~~31~~January 31, 20X3, if Entity B exercises that right. The contract will be settled net in cash. If Entity B does not exercise its right, no payment will be made. Entity A records the following journal entries.

**~~4~~ February 1, 20X2**

Dr Cash	CU5,000	
Cr Call option obligation		CU5,000

*To recognise the written call option.*

**~~31~~December 31, 20X2**

Dr Call option obligation	CU2,000	
Cr Gain		CU2,000

*To record the decrease in the fair value of the call option.*

**31 January 31, 20X3**

Dr Call option obligation	CU1,000	
Cr Gain		CU1,000

*To record the decrease in the fair value of the option.*

On the same day, Entity B exercises the call option and the contract is settled net in cash. Entity A has an obligation to deliver CU104,000 ( $\text{CU104} \times 1,000$ ) to Entity B in exchange for CU102,000 ( $\text{CU102} \times 1,000$ ) from Entity B, so Entity A pays a net amount of CU2,000.

Dr Call option obligation	CU2,000	
Cr Cash		CU2,000

*To record the settlement of the option contract.*

*(b) Shares for shares ('net share settlement')*

- IE19. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a), except for recording the settlement of the option contract, as follows:

**31-December 31, 20X3**

Entity B exercises the call option and the contract is settled net in shares. Entity A has an obligation to deliver CU104,000 ( $\text{CU104} \times 1,000$ ) worth of Entity A's shares to Entity B in exchange for CU102,000 ( $\text{CU102} \times 1,000$ ) worth of Entity A's shares. Thus, Entity A delivers the net amount of CU2,000 worth of shares to Entity B, i.e. 19.2 shares ( $\text{CU2,000}/\text{CU104}$ ).

Dr Call option obligation	CU2,000	
Cr <u>Net assets/equity</u>		CU2,000

*To record the settlement of the option contract. The settlement is accounted for as a transaction in net assets/equity ~~an equity transaction~~.*

*(c) Cash for shares ('gross physical settlement')*

- IE20. Assume the same facts as in (a) except that settlement will be made by delivering a fixed number of shares and receiving a fixed amount of cash, if Entity B exercises the option. Similarly to (a) and (b) above, the exercise price per share is fixed at CU102. Accordingly, Entity B has a right to receive 1,000 of Entity A's own outstanding shares in exchange for CU102,000 ( $\text{CU102} \times 1,000$ ) in cash, if Entity B exercises its option. Entity A records the following journal entries.

**1-February 1, 20X2**

Dr Cash	CU5,000	
Cr <u>Net assets/equity</u>		CU5,000

*To record the cash received in exchange for the obligation to deliver a fixed number of Entity A's own shares in one year for a fixed price. The premium received is recognised in net assets/equity. Upon exercise, the call would result in the issue of a fixed number of shares in exchange for a fixed amount of cash.*

**~~31~~ December 31, 20X2**

*No entry is made on ~~31~~ December 31 because no cash is paid or received and a contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of the entity.*

**~~31~~ January 31, 20X3**

Entity B exercises the call option and the contract is settled gross. Entity A has an obligation to deliver 1,000 shares in exchange for CU102,000 in cash.

Dr Cash	CU102,000	
		CU102,000
Cr <u>Net assets/equity</u>		

*To record the settlement of the option contract.*

*(d) Settlement options*

- IE21. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the call option is a financial liability. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A issuing a fixed number of its own shares in exchange for receiving a fixed amount of cash or another financial asset. Entity A recognises a derivative liability, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

*Example 5: Purchased put option on shares*

- IE22. This example illustrates the journal entries for a purchased put option on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below).

*Assumptions:*

Contract date	4 February <u>1</u> , 20X2
Exercise date	<del>31</del> January <u>31</u> , 20X3
	(European terms, i.e. it can be exercised only at maturity)
Exercise right holder	Reporting entity (Entity A)
Market price per share on 4-February <u>1</u> , 20X2	CU100

Market price per share on <del>31</del> December <u>31</u> , 20X2	CU95
Market price per share on <del>31</del> January <u>31</u> , 20X3	CU95
Fixed exercise price to be paid on <del>31</del> January <u>31</u> , 20X3	CU98
Number of shares under option contract	1,000
Fair value of option on <del>1</del> February <u>1</u> , 20X2	CU5,000
Fair value of option on <del>31</del> December <u>31</u> , 20X2	CU4,000
Fair value of option on <del>31</del> January <u>31</u> , 20X3	CU3,000

(a) *Cash for cash ('net cash settlement')*

- IE23. On ~~1~~ February 1, 20X2, Entity A enters into a contract with Entity B that gives Entity A the right to sell, and Entity B the obligation to buy the fair value of 1,000 of Entity A's own outstanding ordinary shares as of ~~31~~ January 31, 20X3 at a strike price of CU98,000 (i.e. CU98 per share) on ~~31~~ January 31, 20X3, if Entity A exercises that right. The contract will be settled net in cash. If Entity A does not exercise its right, no payment will be made. Entity A records the following journal entries.

**~~1~~ February 1, 20X2**

The price per share when the contract is agreed on ~~1~~ February 1, 20X2 is CU100. The initial fair value of the option contract on ~~1~~ February 1, 20X2 is CU5,000, which Entity A pays to Entity B in cash on that date. On that date, the option has no intrinsic value, only time value, because the exercise price of CU98 is less than the market price per share of CU100. Therefore it would not be economic for Entity A to exercise the option. In other words, the put option is out of the money.

Dr Put option asset	CU5,000	
	Cr Cash	CU5,000

*To recognise the purchased put option.*

**~~31~~ December 31, 20X2**

On ~~31~~ December 31, 20X2 the market price per share has decreased to CU95. The fair value of the put option has decreased to CU4,000, of which CU3,000 is intrinsic value  $([CU98 - CU95] \times 1,000)$  and CU1,000 is the remaining time value.

Dr Loss	CU1,000	
	Cr Put option asset	CU1,000

*To record the decrease in the fair value of the put option.*

**31 January 31, 20X3**

On 31 January 31, 20X3 the market price per share is still CU95. The fair value of the put option has decreased to CU3,000, which is all intrinsic value ( $[(CU98 - CU95) \times 1,000]$ ) because no time value remains.

Dr Loss	CU1,000	
	Cr Put option asset	CU1,000

*To record the decrease in the fair value of the option.*

On the same day, Entity A exercises the put option and the contract is settled net in cash. Entity B has an obligation to deliver CU98,000 to Entity A and Entity A has an obligation to deliver CU95,000 ( $CU95 \times 1,000$ ) to Entity B, so Entity B pays the net amount of CU3,000 to Entity A.

Dr Cash	CU3,000	
	Cr Put option asset	CU3,000

*To record the settlement of the option contract.*

*(b) Shares for shares ('net share settlement')*

- IE24. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as shown in (a), except:

**31 January 31, 20X3**

Entity A exercises the put option and the contract is settled net in shares. In effect, Entity B has an obligation to deliver CU98,000 worth of Entity A's shares to Entity A, and Entity A has an obligation to deliver CU95,000 worth of Entity A's shares ( $CU95 \times 1,000$ ) to Entity B, so Entity B delivers the net amount of CU3,000 worth of shares to Entity A, i.e. 31.6 shares ( $CU3,000/CU95$ ).

Dr <u>Net assets/equity</u>	CU3,000	
	Cr Put option asset	CU3,000

*To record the settlement of the option contract.*

*(c) Cash for shares ('gross physical settlement')*

- IE25. Assume the same facts as in (a) except that settlement will be made by receiving a fixed amount of cash and delivering a fixed number of Entity A's shares, if Entity A exercises the option. Similarly to (a) and (b) above, the exercise price per share is fixed at CU98. Accordingly, Entity B has an obligation to pay CU98,000 in cash to Entity A ( $CU98 \times 1,000$ ) in exchange for 1,000 of Entity A's outstanding shares, if Entity A exercises its option. Entity A records the following journal entries.

**1 February 1, 20X2**

Dr <u>Net assets/equity</u>	CU5,000	
-----------------------------	---------	--

Cr Cash

CU5,000

*To record the cash received in exchange for the right to deliver Entity A's own shares in one year for a fixed price. The premium paid is recognised directly in net assets/equity. Upon exercise, it results in the issue of a fixed number of shares in exchange for a fixed price.*

**31-December 31, 20X2**

*No entry is made on ~~31~~ December 31 because no cash is paid or received and a contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of Entity A.*

**31 January 31, 20X3**

Entity A exercises the put option and the contract is settled gross. Entity B has an obligation to deliver CU98,000 in cash to Entity A in exchange for 1,000 shares.

Dr Cash

CU98,000

Cr Net assets/equity

CU98,000

*To record the settlement of the option contract.*

*(d) Settlement options*

- IE26. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the put option is a financial asset. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A issuing a fixed number of its own shares in exchange for receiving a fixed amount of cash or another financial asset. Entity A recognises a derivative asset, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

*Example 6: Written put option on shares*

- IE27. This example illustrates the journal entries for a written put option on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below).

*Assumptions:*

Contract date

~~1~~February 1, 20X2

Exercise date

~~31~~ January 31,  
20X3

(European terms,  
i.e. it can be  
exercised only at  
maturity)

Exercise right holder

Counterparty  
(Entity B)

Market price per share on <del>1</del> February <u>1</u> , 20X2	CU100
Market price per share on <del>31</del> December <u>31</u> , 20X2	CU95
Market price per share on <del>31</del> January <u>31</u> , 20X3	CU95
Fixed exercise price to be paid on <del>31</del> January <u>31</u> , 20X3	CU98
Present value of exercise price on <del>1</del> February <u>1</u> , 20X2	CU95
Number of shares under option contract	1,000
Fair value of option on <del>1</del> February <u>1</u> , 20X2	CU5,000
Fair value of option on <del>31</del> December <u>31</u> , 20X2	CU4,000
Fair value of option on <del>31</del> January <u>31</u> , 20X3	CU3,000

(a) *Cash for cash ('net cash settlement')*

- IE28. Assume the same facts as in Example 5(a) above, except that Entity A has written a put option on its own shares instead of having purchased a put option on its own shares. Accordingly, on ~~1~~ February 1, 20X2, Entity A enters into a contract with Entity B that gives Entity B the right to receive and Entity A the obligation to pay the fair value of 1,000 of Entity A's outstanding ordinary shares as of ~~31~~ January 31, 20X3 in exchange for CU98,000 in cash (i.e. CU98 per share) on ~~31~~ January 31, 20X3, if Entity B exercises that right. The contract will be settled net in cash. If Entity B does not exercise its right, no payment will be made. Entity A records the following journal entries.

**~~1~~ February 1, 20X2**

Dr Cash	CU5,000	
	Cr Put option liability	CU5,000

*To recognise the written put option.*

**~~31~~ December 31, 20X2**

Dr Put option liability	CU1,000	
	Cr Gain	CU1,000

*To record the decrease in the fair value of the put option.*

**~~31~~ January 31, 20X3**

Dr Put option liability	CU1,000	
	Cr Gain	CU1,000

*To record the decrease in the fair value of the put option.*



On the same day, Entity B exercises the put option and the contract is settled net in cash. Entity A has an obligation to deliver CU98,000 to Entity B, and Entity B has an obligation to deliver CU95,000 ( $\text{CU}95 \times 1,000$ ) to Entity A. Thus, Entity A pays the net amount of CU3,000 to Entity B.

Dr Put option liability	CU3,000	
Cr Cash		CU3,000

*To record the settlement of the option contract.*

*(b) Shares for shares ('net share settlement')*

- IE29. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those in (a), except for the following:

**31 January 31, 20X3**

Entity B exercises the put option and the contract is settled net in shares. In effect, Entity A has an obligation to deliver CU98,000 worth of shares to Entity B, and Entity B has an obligation to deliver CU95,000 worth of Entity A's shares ( $\text{CU}95 \times 1,000$ ) to Entity A. Thus, Entity A delivers the net amount of CU3,000 worth of Entity A's shares to Entity B, i.e. 31.6 shares ( $3,000/95$ ).

Dr Put option liability	CU3,000	
Cr <u>Net assets/equity</u>		CU3,000

*To record the settlement of the option contract. The issue of Entity A's own shares is accounted for as a transaction in net assets/equity ~~an equity transaction~~.*

*(c) Cash for shares ('gross physical settlement')*

- IE30. Assume the same facts as in (a) except that settlement will be made by delivering a fixed amount of cash and receiving a fixed number of shares, if Entity B exercises the option. Similarly to (a) and (b) above, the exercise price per share is fixed at CU98. Accordingly, Entity A has an obligation to pay CU98,000 in cash to Entity B ( $\text{CU}98 \times 1,000$ ) in exchange for 1,000 of Entity A's outstanding shares, if Entity B exercises its option. Entity A records the following journal entries.

**1 February 1, 20X2**

Dr Cash	CU5,000	
Cr <u>Net assets/equity</u>		CU5,000

*To recognise the option premium received of CU5,000 in net assets/equity.*

Dr <u>Net assets/equity</u>	CU95,000	
Cr Liability		CU95,000

*To recognise the present value of the obligation to deliver CU98,000 in one year, i.e. CU95,000, as a liability.*

**31 December 31, 20X2**

Dr Interest expense	CU2,750	
		CU2,750
Cr Liability		

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

**31-January 31, 20X3**

Dr Interest expense	CU250	
		CU250
Cr Liability		

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

On the same day, Entity B exercises the put option and the contract is settled gross. Entity A has an obligation to deliver CU98,000 in cash to Entity B in exchange for CU95,000 worth of shares (CU95 × 1,000).

Dr Liability	CU98,000	
		CU98,000
Cr Cash		

*To record the settlement of the option contract.*

*(d) Settlement options*

- IE31. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the written put option is a financial liability. If one of the settlement alternatives is to exchange cash for shares ((c) above), Entity A recognises a liability for the obligation to deliver cash, as illustrated in (c) above. Otherwise, Entity A accounts for the put option as a derivative liability.

**Entities such as mutual funds and co-operatives whose share capital is not net assets/equity as defined in IAS 32**

*Example 7: Entities with no net assets/equity*

- IE32. The following example illustrates a format of a statement of financial performance ~~comprehensive income~~ and statement of financial position that may be used by entities such as mutual funds that do not have net assets/equity as defined in IAS 32. Other formats are possible.

**Statement of financial performance ~~comprehensive income~~ for the year ended 31 December 31, 20X1**

**20X1**

**20X0**

FINANCIAL INSTRUMENTS: PRESENTATION

	CU	CU
Revenue	2,956	1,718
<u>Total Revenue</u>	<u>2,956</u>	<u>1,718</u>
Expenses (classified by nature or function)	(644)	(614)
<u>Finance costs</u>		
– other finance costs	(47)	(47)
– distributions to unitholders	(50)	(50)
<u>Total Expenses</u>	<u>(741)</u>	<u>(711)</u>
	(644)	(614)
<u>Profit from operating activities</u>	<u>2,312</u>	<u>1,104</u>
Finance costs		
– other finance costs	(47)	(47)
– distributions to unitholders	(50)	(50)
	<u>2,215</u>	<u>1,007</u>
<u>Surplus for the year</u>	<u>2,215</u>	<u>1,007</u>
Change in net assets attributable to unitholders	2,215	1,007

**Statement of financial position at 31-December 31, 20X1**

	20X1		20X0	
	CU	CU	CU	CU
<b>ASSETS</b>				
Non-current assets (classified in accordance with <u>IPSAS 1 IAS 4</u> )	91,374		78,484	
<b>Total non-current assets</b>		91,374		78,484
Current assets (classified in accordance with <u>IPSAS 1 IAS 4</u> )	1,422		1,769	
<b>Total current assets</b>		1,422		1,769

**Statement of financial position at 31-December 31, 20X1**

<b>Total assets</b>	92,796	80,253
<b>LIABILITIES</b>		
Current liabilities (classified in accordance with <u>IPSAS 1</u> <del>IAS 1</del> )	647	66
<b>Total current liabilities</b>	(647)	(66)
Non-current liabilities excluding net assets attributable to unitholders (classified in accordance with <u>IPSAS 1</u> <del>IAS 1</del> )	280	136
	(280)	(136)
<b>Net assets attributable to unitholders</b>	<u>91,869</u>	<u>80,051</u>

*Example 8: Entities with some net assets/equity*

IE33. The following example illustrates a format of a statement of financial performance ~~comprehensive income~~ and statement of financial position that may be used by entities whose share capital is not net assets/equity as defined in IAS 32 because the entity has an obligation to repay the share capital on demand. Other formats are possible.

**Statement of ~~comprehensive income~~ financial performance for the year ended 31 December 31, 20X1**

	<b>20X1</b>	<b>20X0</b>
	CU	CU
Revenue	472	498
<u>Total Revenue</u>	<u>472</u>	<u>498</u>
Expenses (classified by nature or function)	(367)	(396)
<u>Finance costs</u>		
– other finance costs	(4)	(4)
– <u>distributions to members</u>	(50)	(50)
<u>Total Expenses</u>	<u>(421)</u>	<u>(450)</u>

**Statement of ~~comprehensive income~~ financial performance for the year ended 31 December 31, 20X1**

Profit from operating activities	105	102
Finance costs		
— other finance costs	(4)	(4)
— distributions to members	(50)	(50)
<u>Surplus for the year</u>	<u>51</u>	<u>48</u>
Change in net assets attributable to members	51	48

**Statement of financial position at 31-December 31, 20X1**

	20X1		20X0	
	CU	CU	CU	CU
<b>ASSETS</b>				
Non-current assets (classified in accordance with <u>IPSAS 1 IAS 1</u> )	908		830	
<b>Total non-current assets</b>		908		830
Current assets (classified in accordance with <u>IPSAS 1 IAS 1</u> )	383		350	
<b>Total current assets</b>		383		350
<b>Total assets</b>		<u>1,291</u>		<u>1,180</u>
<b>LIABILITIES</b>				
Current liabilities (classified in accordance with <u>IPSAS 1 IAS 1</u> )	372		338	
<b>Share capital repayable on demand</b>	202		161	
<b>Total current liabilities</b>		(574)		(499)
<b>Total assets less current liabilities</b>		<u>717</u>		<u>681</u>

**Statement of financial position at 31-December 31, 20X1**

Non-current liabilities (classified in accordance with <u>IPSAS 1 IAS 1</u> )	187		196	
		(187)		(196)

**OTHER COMPONENTS OF NET ASSETS/EQUITY<sup>(a)</sup>**

Reserves e.g. revaluation surplus, <u>accumulated surplus</u> <del>retained earnings</del> etc	530		485	
		530		485
		717		681

**MEMORANDUM NOTE – Total members’ interests**

Share capital repayable on demand	202		161	
Reserves	530		485	
	732		646	

(a) In this example, the entity has no obligation to deliver a share of its reserves to its members.

**Accounting for compound financial instruments***Example 9: Separation of a compound financial instrument on initial recognition*

- IE34. Paragraph 3328 describes how the components of a compound financial instrument are separated by the entity on initial recognition. The following example illustrates how such a separation is made.
- IE35. An entity issues 2,000 convertible bonds at the start of year 1. The bonds have a three-year term, and are issued at par with a face value of CU1,000 per bond, giving total proceeds of CU2,000,000. Interest is payable annually in arrears at a nominal annual interest rate of 6 per cent. Each bond is convertible at any time up to maturity into 250 ordinary shares. When the bonds are issued, the prevailing market interest rate for similar debt without conversion options is 9 per cent.
- IE36. The liability component is measured first, and the difference between the proceeds of the bond issue and the fair value of the liability is assigned to the net assets/equity component. The present value of the liability component is calculated using a discount rate of 9 per cent, the market interest rate for similar bonds having no conversion rights, as shown below.

	CU
Present value of the principal – CU2,000,000 payable at the end of three years	1,544,367
Present value of the interest – CU120,000 payable annually in arrears for three years	303,755
Total liability component	<u>1,848,122</u>
<u>Net assets/equity component</u> (by deduction)	<u>151,878</u>
Proceeds of the bond issue	<u><u>2,000,000</u></u>

*Example 10: Separation of a compound financial instrument with multiple embedded derivative features*

- IE37. The following example illustrates the application of paragraph ~~3634~~ to the separation of ~~the liability and equity components of a~~ compound financial instrument with multiple embedded derivative features into the liability and net assets/equity component.
- IE38. Assume that the proceeds received on the issue of a callable convertible bond are CU60. The value of a similar bond without a call or equity conversion option is CU57. Based on an option pricing model, it is determined that the value to the entity of the embedded call feature in a similar bond without an equity conversion option is CU2. In this case, the value allocated to the liability component under paragraph ~~3634~~ is CU55 (CU57 – CU2) and the value allocated to the net assets/equity component is CU5 (CU60 – CU55).

*Example 9: Repurchase of a convertible instrument*

- IE39. The following example illustrates how an entity accounts for a repurchase of a convertible instrument. For simplicity, at inception, the face amount of the instrument is assumed to be equal to the aggregate carrying amount of the liability and the net assets/equity components in the financial statements, i.e. no original issue premium or discount exists. Also, for simplicity, tax considerations have been omitted from the example.
- IE40. On ~~4~~January 1, 20X0, Entity A issued a 10 per cent convertible debenture with a face value of CU1,000 maturing on ~~31~~ December 31, 20X9. The debenture is convertible into ordinary shares of Entity A at a conversion price of CU25 per share. Interest is payable half-yearly in cash. At the date of issue, Entity A could have issued non-convertible debt with a ten-year term bearing a coupon interest rate of 11 per cent.
- IE41. In the financial statements of Entity A the carrying amount of the debenture was allocated on issue as follows:

	CU
<b>Liability component</b>	
Present value of 20 half-yearly interest payments of CU50,	597

discounted at 11%

Present value of CU1,000 due in 10 years, discounted at 11%, compounded half-yearly	343
	940

**Net assets/equity component**

(difference between CU1,000 total proceeds and CU940 allocated above)	60
	60

<b>Total proceeds</b>	<b>1,000</b>
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IE42. On 4 January 1, 20X5, the convertible debenture has a fair value of CU1,700.

IE43. Entity A makes a tender offer to the holder of the debenture to repurchase the debenture for CU1,700, which the holder accepts. At the date of repurchase, Entity A could have issued non-convertible debt with a five-year term bearing a coupon interest rate of 8 per cent.

IE44. The repurchase price is allocated as follows:

	<b>Carrying value</b>	<b>Fair value</b>	<b>Difference</b>
<b>Liability component:</b>	CU	CU	CU
Present value of 10 remaining half-yearly interest payments of CU50, discounted at 11% and 8%, respectively	377	405	
Present value of CU1,000 due in 5 years, discounted at 11% and 8%, compounded half-yearly, respectively	585	676	
	962	1,081	(119)
<b><u>Net assets/equity component</u></b>	60	619 <sup>(a)</sup>	(559)
<b>Total</b>	<b>1,022</b>	<b>1,700</b>	<b>(678)</b>

(a) this amount represents the difference between the fair value amount allocated to the liability component and the repurchase price of CU1,700.

IE45. Entity A recognises the repurchase of the debenture as follows:

Dr Liability component	CU962	
Dr Debt settlement expense ( <del>profit or</del> <del>loss surplus or deficit</del> )	CU119	
Cr Cash		CU1,081



*To recognise the repurchase of the liability component.*

Dr <u>Net assets/equity</u>	CU619	
Cr Cash		CU619

*To recognise the cash paid for the net assets/equity component.*

- IE46. The net assets/equity component remains as net assets/equity, but may be transferred from one line item within net assets/equity to another.

*Example 11: Amendment of the terms of a convertible instrument to induce early conversion*

- IE47. The following example illustrates how an entity accounts for the additional consideration paid when the terms of a convertible instrument are amended to induce early conversion.
- IE48. On 4 January 1, 20X0, Entity A issued a 10 per cent convertible debenture with a face value of CU1,000 with the same terms as described in Example 9. On 4 January 1, 20X1, to induce the holder to convert the convertible debenture promptly, Entity A reduces the conversion price to CU20 if the debenture is converted before 4 March 1, 20X1 (i.e. within 60 days).
- IE49. Assume the market price of Entity A's ordinary shares on the date the terms are amended is CU40 per share. The fair value of the incremental consideration paid by Entity A is calculated as follows:

*Number of ordinary shares to be issued to debenture holders under **amended** conversion terms:*

Face amount	CU1,000
New conversion price	<u>/CU20</u> per share
Number of ordinary shares to be issued on conversion	<u>50 shares</u>

*Number of ordinary shares to be issued to debenture holders under **original** conversion terms:*

Face amount	CU1,000
Original conversion price	<u>/CU25</u> per share
Number of ordinary shares to be issued on conversion	40 Shares

*Number of incremental ordinary shares issued upon conversion* 10 Shares

*Value of **incremental** ordinary shares issued upon conversion*

CU40 per share x 10 incremental shares CU400

IE50. The incremental consideration of CU400 is recognised as a loss in surplus or deficit ~~profit or loss~~.

### **Comparison with IAS 32**

IPSAS XX (ED 37), “Financial Instruments: Presentation” is drawn primarily from International Accounting Standard 32, “Financial Instruments: Presentation” (issued originally in 2003, including amendments up to December 31, 2008). The main differences between IPSAS XX (ED 37) and IAS 32 are as follows:

- IPSAS XX (ED 37) distinguishes financial guarantee contracts arising from non-exchange transactions and financial guarantee contracts arising from exchange transactions. IPSAS XX (ED 37) requires financial guarantee contracts arising from non-exchange transactions to be treated as financial instruments in accordance with IPSAS XX (ED 37). IAS 32 does not make this distinction.
- In certain instances, IPSAS XX (ED 37) uses different terminology from IAS 32. The most significant examples are the use of the terms “statement of financial performance” and “net assets/equity.” The equivalent terms in IAS 32 are “statement of comprehensive income or separate income statement (if presented)” and “equity.”
- IPSAS XX (ED 37) does not distinguish between “revenue” and “income.” IAS 32 distinguishes between “revenue” and “income ,” with “income” having a broader meaning than the term “revenue.”
- IPSAS XX (ED 37) contains additional Application Guidance dealing with the identification of arrangements that are, in substance, contractual.
- Principles from IFRIC 2, “Members’ Shares in Co-operative Entities and Similar Instruments” have been included as an Appendix in IPSAS XX (ED 37).
- The transitional provisions in IPSAS XX (ED 37) differ from those in IAS 32. This is because IPSAS XX (ED 37) provides transitional provisions for those entities applying this Standard for the first time or those applying accrual accounting for the first time.



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