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3. The issue is how an enterprise should account for the tax consequences of a change in its tax status or that of its shareholders.

Consensus

4. A change in the tax status of an enterprise or its shareholders does not give rise to increases or decreases in amounts recognised directly in equity. The current and deferred tax consequences of a change in tax status should be included in net profit or loss for the period, unless those consequences relate to transactions and events that result, in the same or a different period, in a direct credit or charge to the recognised amount of equity. Those tax consequences that relate to changes in the recognised amount of equity, in the same or a different period (not included in net profit or loss), should be charged or credited directly to equity.

Date of consensus: August 1999.

Effective date: this consensus becomes effective on 15 July 2000. Changes in accounting policies should be accounted for according to the transition requirements of IAS 8.46.

**STANDING INTERPRETATIONS COMMITTEE INTERPRETATION
SIC-27**

Evaluating the substance of transactions involving the legal form of a lease

Paragraph 11 of IAS 1 (revised 1997), presentation of financial statements, requires that financial statements should not be described as complying with International Accounting Standards unless they comply with all the requirements of each applicable standard and each applicable interpretation issued by the Standing Interpretations Committee. SIC interpretations are not expected to apply to immaterial items.

References: IAS 1, presentation of financial statements (revised 1997), IAS 17, leases (revised 1997), IAS 18, revenue (revised 1993).

Issue

1. An enterprise may enter into a transaction or a series of structured transactions (an arrangement) with an unrelated party or parties (an investor) that involves the legal form of a lease. For example, an enterprise may lease assets to an investor and lease the same assets back, or alternatively, legally sell assets and lease the same assets back. The form of each arrangement and its terms and conditions can vary significantly. In the lease and leaseback example, it may be that the arrangement is designed to achieve a tax advantage for the investor that is shared with the enterprise in the form of a fee, and not to convey the right to use an asset.
2. When an arrangement with an investor involves the legal form of a lease, the issues are:
 - (a) how to determine whether a series of transactions is linked and should be accounted for as one transaction;
 - (b) whether the arrangement meets the definition of a lease under IAS 17; and, if not,
 - (i) whether a separate investment account and lease payment obligations that might exist represent assets and liabilities of the enterprise (e.g. consider the example described in paragraph 2 (a) of Appendix A);
 - (ii) how the enterprise should account for other obligations resulting from the arrangement; and
 - (iii) how the enterprise should account for a fee it might receive from an investor.

Consensus

3. A series of transactions that involve the legal form of a lease is linked and should be accounted for as one transaction when the overall economic effect cannot be understood without reference to the series of transactions as a whole. This is the case, for example, when the

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series of transactions are closely interrelated, negotiated as a single transaction, and takes place concurrently or in a continuous sequence. (Appendix A provides illustrations of application of this interpretation.)

4. The accounting should reflect the substance of the arrangement. All aspects and implications of an arrangement should be evaluated to determine its substance, with weight given to those aspects and implications that have an economic effect.
5. IAS 17 applies when the substance of an arrangement includes the conveyance of the right to use an asset for an agreed period of time. Indicators that individually demonstrate that an arrangement may not, in substance, involve a lease under IAS 17 include (Appendix B provides illustrations of application of this interpretation):
 - (a) an enterprise retains all the risks and rewards incident to ownership of an underlying asset and enjoys substantially the same rights to its use as before the arrangement;
 - (b) the primary reason for the arrangement is to achieve a particular tax result, and not to convey the right to use an asset; and
 - (c) an option is included on terms that make its exercise almost certain (e.g. a put option that is exercisable at a price sufficiently higher than the expected fair value when it becomes exercisable).
6. The definitions and guidance in paragraphs 49 to 64 of the framework should be applied in determining whether, in substance, a separate investment account and lease payment obligations represent assets and liabilities of the enterprise. Indicators that collectively demonstrate that, in substance, a separate investment account and lease payment obligations do not meet the definitions of an asset and a liability and should not be recognised by the enterprise include:
 - (a) the enterprise is not able to control the investment account in pursuit of its own objectives and is not obligated to pay the lease payments. This occurs when, for example, a prepaid amount is placed in a separate investment account to protect the investor and may only be used to pay the investor, the investor agrees that the lease payment obligations are to be paid from funds in the investment account, and the enterprise has no ability to withhold payments to the Investor from the investment account;
 - (b) the enterprise has only a remote risk of reimbursing the entire amount of any fee received from an investor and possibly paying some additional amount, or, when a fee has not been received, only a remote risk of paying an amount under other obligations (e.g. a guarantee). Only a remote risk of payment exists when, for example, the terms of the arrangement require that a prepaid amount is invested in risk-free assets that are expected to generate sufficient cash flows to satisfy the lease payment obligations; and
 - (c) other than the initial cash flows at inception of the arrangement, the only cash flows expected under the arrangement are the lease payments that are satisfied solely from funds withdrawn from the separate investment account established with the initial cash flows.
7. Other obligations of an arrangement, including any guarantees provided and obligations incurred upon early termination, should be accounted for under IAS 37 or IAS 39, depending on the terms.
8. The criteria in paragraph 20 of IAS 18 should be applied to the facts and circumstances of each arrangement in determining when to recognise a fee as income that an enterprise might receive. Factors such as whether there is continuing involvement in the form of significant future performance obligations necessary to earn the fee, whether there are retained risks, the terms of any guarantee arrangements, and the risk of repayment of the fee, should be considered. Indicators that individually demonstrate that recognition of the entire fee as income when received, if received at the beginning of the arrangement, is inappropriate include:
 - (a) obligations either to perform or to refrain from certain significant activities are conditions of earning the fee received, and therefore execution of a legally binding arrangement is not the most significant act required by the arrangement;

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- (b) limitations are put on the use of the underlying asset that have the practical effect of restricting and significantly changing the enterprise's ability to use (e.g. deplete, sell or pledge as collateral) the asset;
 - (c) the possibility of reimbursing any amount of the fee and possibly paying some additional amount is not remote. This occurs when, for example:
 - (i) the underlying asset is not a specialised asset that is required by the enterprise to conduct its business, and therefore there is a possibility that the enterprise may pay an amount to terminate the arrangement early; or
 - (ii) the enterprise is required by the terms of the arrangement, or has some or total discretion, to invest a prepaid amount in assets carrying more than an insignificant amount of risk (e.g. currency, interest rate or credit risk). In this circumstance, the risk of the investment's value being insufficient to satisfy the lease payment obligations is not remote, and therefore there is a possibility that the enterprise may be required to pay some amount.
9. The fee should be presented in the income statement based on its economic substance and nature.

Disclosure

10. All aspects of an arrangement that does not, in substance, involve a lease under IAS 17 should be considered in determining the appropriate disclosures that are necessary to understand the arrangement and the accounting treatment adopted. An enterprise should disclose the following in each period that an arrangement exists:
- (a) a description of the arrangement including:
 - (i) the underlying asset and any restrictions on its use;
 - (ii) the life and other significant terms of the arrangement;
 - (iii) the transactions that are linked together, including any options; and
 - (b) the accounting treatment applied to any fee received, the amount recognised as income in the period, and the line item of the income statement in which it is included.
11. The disclosures required in accordance with paragraph 10 of this interpretation should be provided individually for each arrangement or in aggregate for each class of arrangement. A class is a grouping of arrangements with underlying assets of a similar nature (e.g. power plants).

Date of consensus: February 2000.

Effective date: this interpretation becomes effective on 31 December 2001. Changes in accounting policies should be accounted for according to the transition requirements of IAS 8.46.

**STANDING INTERPRETATIONS COMMITTEE INTERPRETATION
SIC-29**

Disclosure — service concession arrangements

Paragraph 11 of IAS 1 (revised 1997), presentation of financial statements, requires that financial statements should not be described as complying with International Accounting Standards unless they comply with all the requirements of each applicable standard and each applicable interpretation issued by the Standing Interpretations Committee. SIC interpretations are not expected to apply to immaterial items.

Reference: IAS 1, presentation of financial statements (revised 1997).

Issue

1. An enterprise (the concession operator) may enter into an arrangement with another enterprise (the concession provider) to provide services that