

ASSURANCE AND ACCOUNTING

ASPE - IFRS: A Comparison

Revenue

In this publication we will examine the key differences between Accounting Standards for Private Enterprises (ASPE) and International Financial Reporting Standards (IFRS) relating to revenue recognition.

The guidance in ASPE Section 3400 is a judgement-based standard, on revenue recognition and measurement. In contrast, IFRS 15 provides significantly more comprehensive application guidance and illustrative examples. This publication is also important to entities who are currently applying Section 3400, but have complex revenue recognition streams and are considering looking at the IFRS 15 guidance through application of the GAAP hierarchy.

Given that ASPE provides significantly less guidance than IFRS 15, this publication has been designed to compare the requirements based on the 5step method required by IFRS 15.

This publication will focus on:

- Scope;
- Identification of the contract;
- Identification of separate performance obligations;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations; and
- Revenue recognition for each performance obligation.

References

ASPE	IFRS 15
 Section 3400 - Revenue Section 3031 - Non-monetary	• IFRS 15 - Revenue from
Transactions	Contracts with Customers



ASPE-IFRS differential rating scale











Overview of Major Differences

As illustrated by the following table, ASPE has significantly less total guidance than IFRS 15. The total number of pages of guidance in each standard are:

	ASPE	IFRS 15
Standard	10	39
Application guidance	15	17
Transition guidance	0	2
Amendments to other standards	0	26
Illustrative examples	20	82
Basis for conclusions	<u>14</u>	<u>175</u>
Total pages of guidance	59	341

ASPE guidance on revenue recognition is based on a risks and rewards model. In contrast, under IFRS 15, revenue is recognized by a vendor when control over the goods or services is transferred to the customer. The risks and rewards are just an indicator of control.

The application of the core principle in IFRS 15 is carried out through a 5-step model; ASPE has no such structure.

IFRS 15 provides specific guidance on various revenue recognition topics that do not exist under ASPE such as: contract modifications, variable consideration, material options and breakage rights.

Under ASPE, performance obligations in a multiple deliverable arrangement are assessed as to whether they represent separate units of account. IFRS 15 focuses on whether performance obligations are distinct. As such, there could be significant differences in the pattern of revenue recognition.

Under IFRS 15, given the significantly increased amount of guidance, entities may see significant differences in practice in many areas, including those containing:

- Variable consideration;
- Options for additional goods and/or services;
- Licenses to use intellectual property or other intangible assets;
- Software development and installation.; and
- Construction agreements.

This list is not exhaustive, but is a summary of areas where accounting treatments are likely to differ between IFRS 15 and ASPE.

Due to the volume of guidance contained in IFRS 15, individuals may wish to consult with BDO's IFRS In Practice publication on IFRS 15, which explores the 5-step model and implementation issues in detail with practical examples. IFRS 15 In Practice can be found here.

Scope

While ASPE Section 3400 and IFRS 15 apply to revenue arising from the sale of goods, and the rendering of services, IFRS 15 only applies to contracts with customers. Furthermore, IFRS 15 provides guidance on dealing with contracts that are partially within its scope and partially within the scope of other IFRSs. No such guidance exists in ASPE Section 3400.

ASPE	IFRS 15
The timing of recognition of the following types of revenue is dealt with elsewhere in other Sections:	This standard applies to all contracts with customers, except for:
Revenue arising from lease agreements per Section 3065, <i>Leases</i> ; Revenue arising from investments accounted for under the equity method per Section, 3051 <i>Investments</i> ; and Revenue arising from government grants and other similar subsidies per Section 3800, <i>Government Assistance</i> .	 Lease contracts within the scope of IFRS 16, Leases; Insurance contracts within the scope of IFRS 4, Insurance Contracts; Financial instruments and other contractual rights and obligations within the scope of IFRS 9, Financial Instruments, IFRS 10 Consolidated Financial Statements, IFRS 11, Joint Arrangements, IAS 27, Separate Financial Statements and IAS 28, Investments in Associates and Joint Ventures; and Non-monetary exchanges between entities in the same line of business to facilitate sales to customers or potential customers.
	This standard is applied to a contract only if the counterparty to the contract is a customer. A customer is a party that has contracted with an entity to obtain goods or services that are an output of the entity's ordinary activities in exchange for consideration.
	If one or more other IFRSs specify how to separate and/or measure certain parts of a contract, those other IFRSs are applied first. Those other IFRSs take precedence in accounting for the overall contract, with any residual amount of consideration being allocated to those part(s) of the contract that fall within the scope of IFRS 15.

Step 1 - Identification of the Contract

ASPE provides guidance on determining when persuasive evidence of an arrangement exists, which is a criteria in recognizing revenue. IFRS 15 has significant guidance on determining when a contract exists that must be further analyzed to determine the appropriate treatment in the subsequent steps.

ASPE does not provide guidance on contract modifications. As a consequence to this, diversity arose in practice, with most entities accounting for modifications on a prospective basis by simply recognizing revenue based on the agreed upon transaction price for each item. The contract modification guidance in IFRS 15 may create operational complexity for entities that receive multiple change orders throughout the term of contracts (e.g. amendments to the prices of undelivered goods in a long-term supply contract, or a construction contract).

ASPE	IFRS 15
For revenue to be recognized, there must be persuasive evidence of an arrangement, which would normally be satisfied by some form of written agreement, but may take other forms. Conditions concerning collectability of the consideration in the arrangement are addressed below in Step 5. Some of the items an entity would consider in determining if persuasive evidence of an arrangement exists are as follows: Customary business practices; Side arrangements; Consignment arrangements; Rights to return the product; and Requirements to repurchase the product.	 The standard is applied to contracts with customers that meet all of the following five criteria: The contract has been approved in writing, orally, or in accordance with other customary business practices and the parties are committed to perform their obligations in the contract; Each party's rights regarding the goods or services to be transferred can be identified; The payment terms for the goods or services to be transferred can be identified; The contract has commercial substance (i.e. the risk, timing or amount of the vendor's future cash flows is expected to change as a result of the contract); and

 It is probable that the consideration for the exchange of the goods or services that the vendor is entitled to will be collected. For the purposes of this criterion, only the customer's ability and intention to pay amounts when they become due are considered.

Agent (Net) vs. Principal (Gross) Considerations

In an agency relationship, the gross inflows of economic benefits include amounts collected on behalf of the principal that do not result in increases in equity for the entity. The amounts collected on behalf of the principal are not revenue. Instead, revenue is the amount of commission earned.

ASPE contains a list of factors indicating facts and circumstance that may result in agent (net) or principal (gross) classification.

An entity is acting as a principal when it has exposure to the significant risks and rewards associated with the sale of goods or the rendering of services.

An entity is a principal if the entity controls a promised good or service before the entity transfers the good or service to a customer. However, an entity is not necessarily acting as a principal if the entity obtains legal title of a product only momentarily before legal title is transferred to a customer. An entity that is a principal in a contract may satisfy a performance obligation by itself or it may engage another party (for example, a subcontractor) to satisfy some or all of a performance obligation on its behalf. When an entity that is a principal satisfies a performance obligation, the entity recognizes revenue in the gross amount of the consideration that it expects to be entitled to in exchange for those goods or services transferred.

IFRS 15 contains a list of factors that indicate whether an entity is an agent or principal, which are similar to those in ASPE but focus on control vs risks and rewards.

Contract Modifications

ASPE does not contain any specific guidance on accounting for contract modifications.

A contract modification is treated as a separate contract under IFRS 15 if the scope of the contract increases because of the addition of promised goods or services that are distinct and the price of the contract increases by an amount that reflects the stand-alone selling prices of the additional goods or services. If both of these criteria are met, the modification to the contract is in essence a new, standalone contract and is therefore accounted as such.

The requirements for contract modifications that do not meet these criteria depend on whether the remaining goods or services yet to be transferred are distinct or not, prior to the modification (see Step 2).

If they are distinct, the consideration allocated to the remaining performance obligations is the sum of the consideration promised by the customer that was included in the estimate of the transaction price that has yet to be recognized plus the consideration promised as part of the contract modification.

If they are not distinct, the entity accounts for the modification as if it were a part of the existing contract. The effect of the contract modification on the transaction price and on the entity's measure of progress towards satisfying performance obligations is recognized as an adjustment to revenue on a "cumulative catch-up" basis at the time the modification takes place.

Step 2 - Identification of Separate Performance Obligations

Under ASPE, guidance is provided such that transactions may need to be separated into identifiable components. IFRS 15 provides significant explanatory guidance on determining which performance obligations must be considered separately in a transaction and therefore have revenue allocated to them (see Step 4).

Entities may encounter significant differences upon adoption of IFRS 15 in approaching the identification of separate performance obligations in contracts that contain:

- Contracts with multiple deliverable elements;
- Warranties; and
- Customer options for additional goods or services.

ASPE IFRS 15 The revenue recognition criteria are usually applied separately A promise within a contract is a performance obligation if it to each transaction. However, in certain circumstances, it is is a promise to a customer to transfer: necessary to apply the recognition criteria to the separately A good or service (or a bundle of goods or services) that identifiable components of a single transaction in order to is distinct; or reflect the substance of the transaction. For example, when the A series of distinct goods or services that are selling price of a product includes an identifiable amount for substantially the same and that have the same pattern subsequent servicing, that amount is deferred and recognized of transfer to the customer. as revenue over the period during which the service is performed. A series of distinct goods or services that are substantially the same have the same pattern of transfer to the customer if they meet the following two criteria: Each distinct good or service in the series is a performance obligation satisfied over time; and The same method would be used to measure the vendor's progress towards complete satisfaction of the performance obligation to transfer each distinct good or service in the series to the customer. At the inception of an arrangement, an enterprise evaluates all A good or service is distinct, and therefore should be deliverables in the arrangement to determine whether they considered separately in allocating revenue when: represent a separate unit of account. The deliverables are The customer can benefit from the good or service considered a separate unit of account when: either on its own or together with other resources that The arrangement includes a general right of return are readily available to the customer (i.e. the good or relative to the deliverable(s), delivery or performance of service is capable of being distinct); and the remaining deliverable(s) is considered probable and The entity's promise to transfer the good or service to substantially in the control of the vendor; and the customer is separately identifiable from other The deliverable(s) have value to the customer on a standalone basis. promises in the contract (i.e. the good or service is distinct within the context of the contract). Warranties ASPE does not contain specific guidance relating to warranties. If a customer has the option to purchase a warranty separately from a product (for example, because the warranty is priced or negotiated separately), the warranty is a distinct service because the entity promises to provide the service to the customer in addition to the product that has the functionality described in the contract. In those circumstances, an entity shall account for the promised warranty as a separate performance obligation. If a customer does not have the option to purchase a warranty separately from a product, an entity accounts for

the warranty in accordance with IAS 37 Provisions, Contingent Liabilities and Contingent Assets unless the promised warranty, or a part of the promised warranty, provides the customer with a service in addition to the assurance that the product complies with agreed-upon specifications. Whether a warranty contains a service depends on local law, the length of the coverage period, and the nature of the tasks that the entity promises to perform.

Customer Options for Additional Goods and Services including Loyalty Programs

ASPE does not contain specific guidance relating to customer options for additional goods and services, such as customer loyalty points or sales incentives on other products.

Customer options to acquire additional goods or services for free or at a discount, including sales incentives, customer award credits (or points), contract renewal options or other discounts on future goods or services may give rise to performance obligations in a contract.

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

Step 3 - Determining the Transaction Price

ASPE contains minimal guidance on the principals that should be applied in determining the transaction price for a contract. In practice, the amount of consideration that an entity will receive may be difficult to determine early in the life of a contract if there are variable fee arrangements, embedded financing components or other arrangements that in-substance alter the amount of consideration associated with the goods and services to be delivered.

IFRS 15 requires an estimation of variable consideration in a contract. An example would be performance based fees that are earned based on the results of work performed or penalties that escalate based on how long it takes to complete a long-term project.

ASPE has over-riding conditions requiring some level of certainty or reliability in order for an entity to be able to recognize revenue. In certain cases, too much variability may actually defer the recognition of revenue as a consequence of the uncertainty. In some cases, this may lead to a difference in the timing of revenue recognition under IFRS 15 compared to ASPE.

ASPE contains some guidance on accounting for the finance component of contracts and consideration payable to customers, but the requirements in IFRS 15 are much more specific.

Entities may encounter significant differences between ASPE and IFRS 15 in determining the transaction price if their transactions include:

- A significant financing component (e.g. deferred payment, "no interest" financing);
- Variable consideration (e.g. performance based fees); and
- Consideration payable to customers (e.g. volume rebates, trade discounts).

ASPE	IFRS 15		
ASPE does not contain explicit measurement guidance for revenue, however, in most cases, consideration is in the form of cash, receivables or other financial instruments. In this case, <i>Section 3856</i> , <i>Financial Instruments</i> requires all financial instruments to be recognized at fair value upon initial recognition.	The transaction price is the amount of consideration to which an entity expects to be entitled to in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third parties (for example, sales taxes).		
Significant Financing Component - Customers			
When receipt of payment is deferred, an account or note receivable is created, which is within the scope of Section 3856, Financial Instruments. If the interest rate offered to a customer is below market rates (e.g. a promotional "no interest" offer), the initial value of the financial instrument is equal to the present value of the discounted cash flows, using a market interest rate.	The amount of consideration recognized in revenue is adjusted for the effects of the time value of money if the timing of payments agreed to by the parties to the contract (either explicitly or implicitly) provides the customer or the entity with a significant benefit of financing the transfer of goods or services to the customer. A contract with a customer would not have a significant financing component if any of the following factors exist: (a) The customer paid for the goods or services in advance and the timing of the transfer of those goods or services is at the discretion of the customer. (b) A substantial amount of the consideration promised by the customer is variable (see variable consideration section below). (c) The difference between the promised consideration and the cash selling price of the good or service arises for reasons other than the provision of finance to either the customer or the entity (e.g. protective rights such as holdbacks in construction contracts to ensure work is performed in accordance with relevant standards).		
Significant Financing Component - Prepayments Received			
ASPE does not address this issue from the perspective of the entity itself receiving the benefit of a significant financing component.	A significant financing component may also exist from the perspective of the entity itself, for example, when it receives a prepayment for future goods or services to be delivered at a later date. As such, an entity may present interest expense in a situation where consideration is received in advance if the conditions outlined in the section above concerning delayed payment are met. Conditions (a) - (c) apply in identifying a significant financing component from both the perspective of the entity itself and the customer.		

Variable Consideration

A condition of revenue recognition is performance having been achieved, and a key measure of this is the sellers' price to the buyer being fixed or determinable.

Arrangements where there is significant variability in the transaction price may result in revenue recognition being deferred until a time when the uncertainty is resolved at least to reasonable limits.

Variable consideration encompasses many arrangements, but all of these result in the amount of consideration not being fixed. This includes return allowances, price concessions, performance bonuses and/or penalties, and certain types of royalties. For sales-based or usage-based royalties, see the Licenses and Royalties section in Step 5.

If the consideration promised in a contract includes a variable portion, an entity must estimate the amount of consideration to which the entity will be entitled to in exchange for transferring the promised goods or services to a customer (e.g. a fee dependent on the cost savings arising from energy saving equipment).

Variable consideration is estimated using one of two methods, whichever better predicts the amount of consideration an entity will ultimately be entitled to:

- The expected value method: the sum of the probabilityweighted amounts in a range of possible consideration amounts.
- b) The most likely amount method: the single most likely amount in a range of possible outcomes.

The transaction price includes some or all of an amount of variable consideration only to the extent that it is highly-probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. This is a generally referred to as the "variable consideration constraint".

Consideration Payable to Customers

Cash consideration given by a vendor to a customer is presumed to be a reduction of the selling prices of the vendor's products or services and, therefore, is normally recognized by the vendor as a reduction of revenue. However, the vendor recognizes the consideration paid as a cost incurred if, and to the extent that, both of the following conditions are met:

- (a) The vendor receives, or will receive, an identifiable benefit (products or services) in exchange for the consideration. The identified benefit must be sufficiently separable from the recipient's purchase of the vendor's products that the vendor could have entered into an exchange transaction with a party other than the purchaser of its products or services in order to receive this benefit; and
- (b) The vendor can reasonably estimate the fair value of the benefit identified under condition (a). (If the amount of consideration paid by the vendor exceeds the estimated fair value of the benefit received, that excess amount is recognized as a reduction in revenue.)

Consideration payable to a customer includes cash amounts that an entity pays, or expects to pay, to a customer such as trade discounts, but may also include coupons or vouchers that can be applied against amounts owed to the entity.

Such payments are reductions of revenue unless the payments are in exchange for a good or service that is distinct (see Step 2 of this publication).

If consideration payable to a customer includes a variable amount, the estimation of this component is subject to the variable consideration constraint discussed above.

If consideration payable to a customer is accounted for as a reduction of revenue, the reduction is recognized at the later of the following events occurring:

- (a) The entity recognizes revenue for the transfer of the related goods or services to the customer; and
- (b) The entity pays or promises to pay the consideration (even if the payment is conditional on a future event). That promise might be implied by the entity's customary business practices.

Non-cash Consideration

Section 3831, Non-monetary Transactions requires revenue to be measured at the more reliably measurable of the fair value of the asset given up and the fair value of the asset received, unless:

- (a) The transaction lacks commercial substance;
- (b) The transaction is an exchange of a product held for sale in the ordinary course of business for a product or property to be sold in the same line of business to facilitate sales to customers other than the parties to the exchange;
- (c) Neither the fair value of the asset received nor the fair value of the asset given up is reliably measurable; or
- (d) The transaction is a non-monetary, non-reciprocal transfer to owners.

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

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

Step 4 - Allocating the Transaction Price to Performance Obligations

IFRS 15 contains in-depth guidance on how the transaction price determined in Step 3 should be allocated to performance obligations determined in Step 2. It provides a number of potential techniques that can be used to allocate the transaction price, as well as guidance on the allocation of discounts, variable consideration, and changes in transaction price.

ASPE contains limited guidance on allocating the transaction price to multiple goods or services.

Similar to the areas mentioned in Step 2, entities may encounter significant differences between ASPE and IFRS 15 for contracts with multiple performance obligations, especially when combined with other complex elements such as discounts and variable consideration that may relate to more than one element in a contract. IFRS 15's prescribed methodology may require significant estimation that was not required under ASPE.

ASPE IFRS 15

The consideration from an arrangement is allocated to all deliverables based on a relative stand-alone selling price basis. ASPE does not contain explicit guidance on the allocation of discounts or variable consideration.

The best evidence of a stand-alone selling price is the observable price of a good or service when the enterprise sells that good or service separately in similar circumstances and to similar customers. A contractually stated price or a list price for a good or service may be the stand-alone selling price of that good or service but is not presumed to be.

If a stand-alone selling price is not directly observable, estimation techniques must be used. These may include but are not limited to:

- (a) Adjusted market assessment approach: an enterprise could evaluate the market in which it sells the goods or servies and estimate the price that a customer in that market would be willing o pay for those goods or services.
- (b) Expected cost plus margin approach: An enterprise could forecast its expected costs of delivering a good or service in each unit of account, and then add an appropriate margin for that good or service.

The transaction price (as established in Step 3) is allocated to each performance obligation (or distinct good or service) that is determined in Step 2.

This allocation is done based on the relative stand-alone selling price, except for:

- (a) The allocation of discounts; and
- (b) The allocation of consideration that includes variable amounts.

See sections below for guidance on these areas.

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

If a stand-alone selling price is not directly observable, estimation techniques must be used. These may include, but are not limited to:

(a) Adjusted market assessment approach: an entity could evaluate the market in which it sells goods or services and

- estimate the price that a customer in that market would be willing to pay for those goods or services.
- (b) Expected cost plus a margin approach: an entity could forecast its expected costs of satisfying a performance obligation and then add an appropriate margin for that good or service.
- (c) Residual approach: an entity may estimate the stand-alone selling price by reference to the total transaction price less the sum of the observable stand-alone selling prices of other goods or services promised in the contract.

The residual approach is only permissible if the entity sells the same good or service to different customers for a broad range of amounts <u>or</u> the entity has not yet established a price for that good or service and the good or service has not been previously sold on a stand-alone basis.

Allocation of Discounts

ASPE does not provide guidance on allocating discounts to separate performance obligations.

Except when an entity has observable evidence that the entire discount relates to only one or more, but not all, performance obligations in a contract, the entity must allocate a discount proportionately to all performance obligations in the contract.

If a discount is allocated entirely to one or more performance obligations in the contract, an entity allocates the discount before using the residual approach to estimate the stand-alone selling price of a good or service.

Allocation of Variable Consideration

ASPE does not provide guidance on allocating variable consideration to separate performance obligations.

An entity allocates a variable amount (and subsequent changes to that amount) entirely to a performance obligation or to a distinct good or service that forms part of a single performance obligation if <u>both</u> of the following criteria are met:

- (a) The terms of a variable payment relate specifically to the entity's efforts to satisfy the performance obligation or transfer the distinct good or service (or to a specific outcome from satisfying the performance obligation or transferring the distinct good or service); and
- (b) Allocating the variable amount of consideration entirely to the performance obligation or the distinct good or service is consistent with the allocation objective (i.e. to allocate in a manner that depicts the amount of consideration for which an entity expects to be entitled) when considering all of the performance obligations and payment terms in the contract.

The remaining, non-variable consideration elements are allocated based on the overall requirements discussed at the beginning of this section.

Changes in Transaction Price

ASPE does not provide guidance on changes in transaction price. ASPE does provide guidance on revised estimates see below.

Changes in transaction price that are a result of a contract modification (e.g. an agreed upon change in price, quantity, products to be delivered, etc.) are accounted for based on contract modification requirements (see Contract Modifications in Step 1).

For a change in the transaction price that occurs for reasons other than a contract modification, an entity allocates the

change in the transaction price in whichever of the following ways is applicable:

- (a) Allocate the change in the transaction price to the performance obligations identified in the contract before the modification if, and to the extent that, the change in the transaction price is attributable to an amount of variable consideration promised before the modification and the modification is accounted for as a termination of the original contract.
- (b) In all other cases in which the modification was not accounted for as a separate contract, an entity shall allocate the change in the transaction price to the performance obligations in the modified contract (i.e. the performance obligations that were unsatisfied or partially unsatisfied immediately after the modification).

An entity allocates a change in the transaction price entirely to one or more, but not all, performance obligations or distinct goods or services promised in a series that forms part of a single performance obligation only if the criteria in the Step 4 - Allocation of Variable Consideration section of this publication on allocating variable consideration are met.

Step 5 - Recognize Revenue When (or as) the Entity Satisfies Performance Obligations

The timing of revenue recognition under IFRS 15 is broadly categorized into two classifications depending on whether the performance obligation is satisfied at a point in time or over time. This concept is similar to ASPE's guidance on completed contract and "percentage of completion" concepts.

The major differences arise in that IFRS 15 has significantly differing guidance on how to establish when revenue should be recognized. IFRS 15's model is based around the timing of when control of goods or services is transferred to a customer. As a result, there are situations where ASPE would provide for revenue to be recognized over time whereas IFRS 15 will require revenue to be recognized at a point in time or vice versa.

ASPE's model for the timing of revenue recognition relate to similar criteria surrounding risks and rewards. While risks and rewards may be an indication of control under IFRS 15, there is additional analysis that must be done.

Entities that engage in construction contracts may experience significant differences upon adoption of IFRS 15. Section 3400, *Revenue* in ASPE stipulates that revenue would be recognized over time as work is accomplished in most cases.

IFRS 15 stipulates a number of conditions for revenue being recognized over time to be achieved, which may not occur in certain situations.

IFRS 15 also contains specific guidance on the timing of revenue recognition relating to licenses of intellectual property, which in some cases may lead to accelerated revenue recognition compared to existing practice under ASPE where little specific guidance exists. ASPE provides guidance on upfront fees which can be applied to licenses as shown through illustrative examples.

IFRS 15 stipulates strict criteria for recognition revenue in "bill and hold" arrangements. ASPE does not establish as much explicit guidance as IFRS 15. Situations where bill and hold arrangements are recognized as revenue under ASPE will likely be more limited under IFRS 15.

ASPE IFRS 15 General Revenue Recognition Criteria In a transaction involving the sale of goods, performance is Revenue is recognized as performance obligations are satisfied regarded as having been achieved when the following by transferring promised goods or services. In the case of conditions have been fulfilled: goods, performance obligations are satisfied when control of an asset is transferred to a customer. (a) The seller of the goods has transferred to the buyer the significant risks and rewards of ownership; and Control of an asset refers to the ability to direct the use of, (b) Reasonable assurance exists regarding the measurement and obtain substantially all of the remaining benefits from, the of the consideration that will be derived from the sale of asset. Control includes the ability to prevent other entities goods, and the extent to which goods may be returned. from directing the use of, and obtaining the benefits from, an asset. The benefits of an asset are the potential cash flows In transactions involving the rendering of services, (inflows or savings in outflows) that can be obtained directly or performance is achieved when all of the following criteria are indirectly in many ways, such as by: met: (a) Using the asset to produce goods or provide services (a) Persuasive evidence of an arrangement exists: (including public services); (b) Delivery has occurred or services have been rendered; and (b) Using the asset to enhance the value of other assets: (c) The sellers' price to the buyer is fixed or determinable. (c) Using the asset to settle liabilities or reduce expenses; (d) Selling or exchanging the asset; In both cases, the recognition of revenue is conditional on the (e) Pledging the asset to secure a loan; and collection of consideration being reasonably assured. (f) Holding the asset. Revenue recognition occurs either at a point in time or over For each performance obligation identified in Step 2, an entity time using the percentage of completion method. The determines at contract inception whether it: situations where each method is appropriate are discussed helow. (a) Satisfies the performance obligation over time; or (b) Satisfies the performance obligation at a point in time. If an entity does not satisfy a performance obligation over time, the performance obligation is satisfied at a point in time.

Performance Obligations Satisfied Over Time

In the case of rendering of services and long-term contracts, performance is determined using either the percentage of completion method or the completed contract method, whichever relates the revenue to the work accomplished.

The percentage of completion method is used when performance consists of the execution of more than one act, and revenue is recognized proportionately by reference to the performance of each act.

Control of a good or service is transferred over time (and therefore a performance obligation is satisfied and revenue is recognized over time) if any of the following criteria are met:

- (a) The customer simultaneously receives and consumes the benefits provided by the entity's performance as the entity performs;
- (b) The entity's performance creates or enhances an asset (for example, work in progress) that the customer controls as the asset is created or enhanced; or
- (c) The entity's performance does not create an asset with an alternative use to the entity and the entity has an enforceable right to payment for performance completed to date.

Measuring Progress Towards Complete Satisfaction of a Performance Obligation

Revenue recognized under the percentage of completion method is determined on a rational and consistent basis such as on the basis of sales value, associated costs, extent of progress, or number of acts.

For practical purposes, when services are provided by an indeterminate number of acts over a specific period of time, revenue is recognized on a straight line basis over the period unless there is evidence that some other method better reflects the pattern of performance.

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

An entity applies one of two possible methods:

The amount of work accomplished is assessed by reference to measures of performance that are reasonably determinable and relate as directly as possible to the activities critical to the completion of the contract. Measures of performance include output measures, such as units produced and project milestones, or input measures, such as labour hours or machine use.

The nature of accounting for contracts is such that refinements of the estimating process for changing conditions and new developments are continuous and characteristic of the process. Revisions in revenue, cost, and profit estimates or in measurements of the degree of completion are changes in accounting estimates as defined in ACCOUNTING CHANGES, Section 1506 and are accounted for as such.

- (a) The input method: measures performance on the basis of the entity's efforts or inputs (e.g. resources consumed, labour hours expended, time elapsed, etc.); or
- (b) The output method: measures performance on the basis of value to the customer of goods or services transferred (e.g. performance completed to date, appraisals of results achieved, milestones reached, units produced/delivered, etc.).

As circumstances change over time, an entity updates its measure of progress to reflect any changes in the outcome of the performance obligation.

An entity recognizes revenue for a performance obligation satisfied over time only if the entity can reasonably measure its progress towards complete satisfaction of the performance obligation. If an entity cannot do so, but it still expects to recover the costs incurred in satisfying the performance obligations, revenue is only recognized up to the extent of costs incurred.

Performance Obligations Satisfied at a Point in Time

For arrangements where percentage of completion revenue recognition is not appropriate, the general criteria discussed earlier in this section apply to the recognition of revenue for the sale of goods and services.

If the criteria for a performance obligation being satisfied over time are not met, the performance obligation is satisfied at a point in time. In determining this point in time, the indicators of control in the first section of Step 5 should be considered.

The following other factors also provide evidence of when the point in time the performance obligation is satisfied has occurred:

- (a) The entity has a present right to payment for the asset:
- (b) The customer has legal title to the asset;
- (c) The entity has transferred physical possession of the asset:
- (d) The customer has the significant risks and rewards of ownership of the asset; and
- (e) The customer has accepted the asset.

Licenses and Royalties

ASPE does not provide explicit guidance on accounting for licenses. It does provide guidance on accounting for upfront fees with illustrative examples which demonstrate the application of this guidance to license transactions.

Supply or service transactions may involve the charge of upfront non-refundable fees with subsequent periodic payments for future products or services. The upfront fees may be wholly or partly an advance payment for future products or services. The ongoing rights or services being provided or products being delivered are essential to the customers receiving the expected benefit of the upfront payment. The upfront fee and the continuing performance obligation related to the services to be provided or products to be delivered are assessed as an integrated package. These upfront fees, even if non-refundable, are earned as the products and/or services are

In addition to a promise to grant a license to a customer (e.g. software, franchises, patents, etc.), an entity may also promise to transfer other goods or services to the customer. Those promises may be explicitly stated in the contract or be implied by an entity's customary business practices, published policies or specific statements.

In identifying performance obligations relating to licensing arrangements that are distinct, an entity must determine whether the license grants:

- A right to access the entity's intellectual property as it exists throughout the license period (and therefore revenue is recognized over the period); or
- A right to use the entity's intellectual property as it exists at the point in time at which the license is granted (and

delivered and/or performed and should be deferred and recognized systematically over the periods that the fees are earned.

In the case of the recognition of royalties, they are recognized as they accrue, in accordance with the terms of the relevant agreement.

therefore revenue is recognized when control of the license transfers).

Determining the correct classification above depends on whether the vendor is expected to undertake activities that significantly affect the intellectual property (e.g. maintenance or upgrades) and the nature of those activities.

Therefore, licenses where the right to use is transferred at a point in time may have revenue recognized "up front" as opposed to over the life of the contract, which is how revenue is recognized by many entities currently applying ASPE.

Despite the above guidance, an entity recognizes revenue for a sales-based or usage-based royalty promised in exchange for a license of intellectual property only when (or as) the later of the following events occurs:

- (a) The subsequent sale or usage occurs; and
- (b) The performance obligation, to which some or all of the sales-based or usage-based royalty has been allocated, has been satisfied (or partially satisfied) - see Step 2 for discussion concerning the identification of separate performance obligations.

Bill and Hold Arrangements

Presuming all other revenue recognition criteria have been met, it is appropriate to recognize revenue at delivery if the only right that a vendor retains with the title are those enabling recovery of the goods in the event of customer default on payment and such rights cannot be maintained by other means. The following criteria must be met for revenue to be recognized when delivery has not occurred:

- (a) The risks of ownership must have passed to the buyer;
- (b) The customer must have made a fixed commitment to purchase the goods;
- (c) The buyer, not the seller, must request that the transaction be on a bill and hold basis, and the buyer must have a substantial business purpose for ordering the goods on a bill and hold basis;
- (d) There must be a schedule for delivery of the goods that is reasonable and consistent with the buyer's business purpose (e.g. storage periods are customary in the industry);
- (e) The seller must not have retained any specific performance obligations such that the earning process is not complete;
- (f) The ordered goods must have been segregated from the seller's inventory and not be subject to being used to fill other orders; and
- (g) The product must be complete and ready for shipment.

Recognition of revenue for bill and hold arrangements is subject to the criteria that control of goods must be transferred to a customer for revenue to be recognized. Additional criteria that must be met for bill and hold sales to be recognized are:

- (a) The reason for the bill-and-hold arrangement must be substantive (for example, the customer has requested the arrangement);
- (b) The product must be identified separately as belonging to the customer;
- (c) The product currently must be ready for physical transfer to the customer; and
- (d) The entity cannot have the ability to use the product or to direct its use to another customer.

Other Matters - Contract Assets

IFRS 15 contains significant guidance on the capitalization of contract costs. ASPE does not provide specific guidance, which generally has led to diversity in practice and industry norms concerning which costs were and were not capitalized.

IFRS 15 is explicit in requiring certain costs to be capitalized and is prescriptive on the nature and conditions that must be met, which may lead to entities capitalizing more costs than in the past.

IFRS 15 ASPE Incremental Contract Costs ASPE does not address incremental contract costs and their IFRS 15 requires an entity to recognize an asset representing capitalization as assets. Some entities have historically applied the incremental cost of obtaining a contract (i.e. a "contract the definition of an asset within ASPE, Section 1000, Financial asset") if the entity expects to recover those costs. These costs Statement Concepts and recognized certain costs as assets are those that an entity incurs to obtain a contract with a relating to obtaining contracts. This has led to diversity in customer that it would not have incurred if the contract had practice in some industries. not been obtained (e.g. sales commission to a sales agent to sign a new customer). Contract costs are subsequently amortized on a systematic basis that is consistent with the transfer to the customer of goods or services related to the asset. An impairment loss is recognized in profit or loss to the extent that the carrying amount of a contract asset recognized exceeds the remaining amount of consideration that the entity expects to receive less the costs that relate directly to providing those goods or services. As a practical expedient, entities have the option of expensing contract costs as incurred if the amortization period would be a year or less. **Fulfilment Costs** ASPE does not contain specific guidance on fulfilment costs. IFRS 15 requires fulfilment costs to be recognized as an asset when they are not within the scope of another standard (e.g. IAS 2, IAS 16 or IAS 38) and: (a) The costs relate directly to a contract or to an anticipated contract that the entity can specifically identify (e.g. costs relating to services to be provided under renewal of an existing contract or costs of designing an asset to be transferred under a specific contract that has not yet been approved); (b) The costs generate or enhance resources of the entity that will be used to satisfy (or in continuing to satisfy) performance obligations in the future; and (c) The costs are expected to be recovered. As opposed to incremental contract costs, there is no practical expedient relating to fulfilment cost capitalization.

Conclusion

IFRS 15 is significantly different than ASPE and contains extensive guidance on numerous issues where ASPE is silent or contains limited guidance. Entities that only have simple revenue transactions with routine selling terms may not encounter significant differences on adoption of IFRS 15, however, some differences can be subtle and require careful analysis.

If you require further guidance on accounting for foreign currency translations under ASPE or IFRS please contact your local BDO Canada LLP office. If you are considering the adoption of a new standard, learn how our BDO Integrated Advisory Services Team can help you with the transition.

To learn more about the differences between standards, view our ASPE-IFRS: A Comparison Series.

The information in this publication is current as of July 31, 2020.

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