

The amendments in this Update were adopted by the affirmative vote of five members of the Financial Accounting Standards Board. Mr. Schroeder dissented and Mr. Kroeker abstained.

Mr. Schroeder dissents from the issuance of this Accounting Standards Update. Although he agrees with the Update's core principle for revenue recognition, he believes that certain of its key requirements are not consistent with that principle.

The Update's core principle is stated in paragraph 606-10-10-2 as "an entity shall recognize revenue . . . in an amount that reflects the consideration to which the entity *expects to be entitled* in exchange for those goods and services" provided by the entity (emphasis added). Mr. Schroeder believes that the principle's notion of "expects to be entitled" in exchange for its performance is not only appropriate but critical to user analysis. Unfortunately, the Update's principle is contradictory in two very important ways, by limiting the amount of revenue recognized at the performance date:

1. For contracts with variable consideration, to the extent it is probable that a significant revenue reversal will not occur as a result of estimate changes.
2. By requiring clearance of a collectibility threshold.

Mr. Schroeder believes that Topic 606 could have avoided those contradictions if it had required that revenue include the amount of variable consideration to which the entity expects to be entitled (without a probability assessment) and that expected credit losses be reported separately from, and concurrently with, related revenue. Introducing the notion of *expected* credit losses would be a necessary change from current practice that better aligns an entity's performance with the cost of assuming related credit risk. In fact, his view was acknowledged in the 2011 Exposure Draft by proposing to require presentation of the entitled or "gross" amount, with separate presentation of amounts assessed to be uncollectible.

Late in the redeliberations process the Boards moved away from the proposed guidance in the 2011 Exposure Draft by reverting to a collectibility threshold, as well as by introducing a confidence threshold focused on downward adjustments in the constraint on recognition of variable consideration. As further explained in the following paragraphs, Mr. Schroeder believes that those changes made during redeliberations could result in recognition of a biased revenue amount that does not faithfully represent an entity's actual performance.

Mr. Schroeder recognizes that any resulting bias may at least be partially addressed through required disclosure. Specifically, paragraph 606-10-50-8(c) requires disclosure of "revenue recognized in the reporting period from performance obligations satisfied (or partially satisfied) in previous periods." However, Mr. Schroeder notes that the relevance of this disclosure will be of

limited value to investors because there is no requirement to link such revenues to the specific prior periods when performance obligations were satisfied, or to disclose a “backlog” of constrained revenue not yet recognized. And, he is concerned about the operability cost and complexity of systems necessary to satisfy even the minimal disclosure requirements. In fact, Mr. Schroeder believes the added cost and complexity of those disclosures could have been avoided had Topic 606 not introduced the limitations on revenue recognition previously outlined.

Constraint on Recognition of Variable Consideration

Topic 606 states in paragraph 606-10-32-11 that variable consideration should be recognized “*only to the extent that it is 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” (emphasis added). Mr. Schroeder believes that in estimating any variable consideration included in the transaction price, this wording will be interpreted to effectively mean variable consideration cannot be recognized until it is “probable that a significant revenue reversal will not occur.” Such an interpretation will place too much emphasis solely on the possibility of a downward adjustment. He believes that targeting only reversals and adding a “probable” threshold introduces a bias toward conservatism rather than the notion of neutrality in the Board’s Conceptual Framework. Therefore, the amount reported cannot faithfully represent “consideration to which the entity expects to be entitled” or earned for its performance, which is the core principle of Topic 606.

Furthermore, Mr. Schroeder believes that analysis of information in financial statements is best understood in context of contemporaneous economic conditions and seasonal factors, as well as geopolitical and other events. However, the required constraint will result in delaying recognition of revenue to later periods, thereby disassociating reported revenue from the context as well as the entity’s performance, including related expenses that may be recognized in the same period. This will result in distorted trends and relationships.

Alternative Constraint

Mr. Schroeder agrees that recognition of variable consideration should be constrained, but he believes that the constraint should focus on the entity’s ability to produce an unbiased, high-quality estimate, as proposed in the 2010 and 2011 Exposure Drafts. In other words, an entity would be required to recognize its estimate of revenue, if it can reasonably estimate the amount of variable consideration to which it expects to be entitled. The entity’s ability to make a reasonable estimate could be demonstrated by experience with similar types of performance obligations that is predictive of the amount of consideration to which the entity will be entitled.

Collectibility Threshold

In redeliberating the 2011 Exposure Draft, various challenges were raised (as outlined in paragraph BC262) including:

1. The potential confusion between reporting revenue “gross” (with adjacent presentation of estimated uncollectible amounts) or “net” (after any estimated uncollectible amounts).
2. Recognizing a provision (expense) for uncollectible amounts in periods after related revenue was recognized.

Responding to those challenges, the Board modified the presentation guidance for losses from uncollectible amounts (aka impairment losses). Topic 606 requires presentation of such losses in a separate line of the statement of comprehensive income. However, paragraph BC264 articulates a very notable caveat that the required presentation is “subject to the usual materiality considerations.” Even if an entity determines the loss is not sufficiently large enough to warrant separate line-item presentation, separate disclosure is still required by paragraph 606-10-50-4(b). However, Mr. Schroeder is concerned that any disclosures would be subject to an overall assessment of materiality.

Mr. Schroeder believes that the value to users of qualitative information contained in impairment loss trends is disproportionate to the magnitude of loss in the period (for example, amount relative to other line items). However, the qualitative value of such information is more difficult to assess, so there is a tendency to focus more on quantitative measures. Therefore, he asserts there will be a bias toward impairment losses being combined with other expenses for presentation purposes, masking important trends and relationships. If there is no presentation of the loss amount, he is concerned that any required disclosures could be minimized on the basis of a materiality assessment that in practice is focused more on relative values, rather than on how such judgments may affect trends and relationships.

Mr. Schroeder also takes exception with the Board’s concern, as expressed in paragraph BC265, about “some transactions in which there is significant credit risk at contract inception.” He rejects the assertion that “grossing up” revenue and recognizing a significant impairment loss “would not faithfully represent the transaction and would not provide useful information.” Mr. Schroeder maintains that for purposes of presenting revenue, combining the separate obligations of the entity to perform, and its customer to pay for that performance, into a single revenue amount contradicts the Update’s core principle, which he has stressed in other aspects of his dissent. Such contradictions can result in information that does not faithfully represent the transaction, while adding analytic complexities for users.

Some stakeholders, including many investors, may not view collectibility as a significant concern, possibly because current standards include a collectibility threshold. Therefore, investors may not fully appreciate changes in how much

credit risk the entity is taking over time, because some portion of credit losses are effectively netted with revenue. Another consideration is that investors typically research and invest in dozens of companies. Any variability in revenue trends that could result from gross presentation may increase the need for further research. Mr. Schroeder believes that accounting standards should faithfully represent their core principles and not be influenced by feedback that may be skewed by other factors.

Contract Identification and Recognition

Paragraph 606-10-25-1(a) through (e) state the five criteria for identifying customer contracts that are subject to the revenue recognition requirements of this Update.

Mr. Schroeder believes that paragraph 606-10-25-1(e) confuses the Board's Conceptual Framework notions of recognition and measurement. As stated in paragraph BC42, the Board included the criterion in paragraph 606-10-25-1(e) because it thought that "assessment of a customer's credit risk was an important part of determining whether a contract is valid." Paragraph BC43 furthers this point by suggesting that the collective criteria of paragraph 606-10-25-1 are needed "to assess whether the contract is valid and represents a genuine transaction."

Mr. Schroeder asserts that determining the validity of a contract is a matter of well-established law and is unaffected by the level of credit risk. His assertion is supported by paragraph 606-10-25-2, which states that "practices and processes for establishing contracts with customers vary across legal jurisdictions" and those differences should be considered "in determining whether and when an agreement . . . creates enforceable rights and obligations." Therefore, Mr. Schroeder believes that introducing an accounting definition of *contract* that can differ—due to adding the paragraph 606-10-25-1(e) criterion of a required credit risk assessment—from that of a jurisdiction-specific legal definition adds confusion and unnecessary complexity for all stakeholders.

Mr. Schroeder also takes exception with paragraph 606-10-25-1(a) that requires parties to a contract to be "committed to perform their respective obligations." During redeliberations leading to this Update, the Board considered including in that criterion the notion of "intent to enforce," which would have limited recognition of revenue to the amount that the entity intends to try to collect. The purpose of such an intent notion was to minimize an entity's ability to recognize revenue from otherwise valid, legally binding contracts it did not intend to enforce.

The Board ultimately rejected the "intent to enforce" notion, opting instead to shift the focus in paragraph 606-10-25-1(e) toward intent of the customer (rather than that of the entity). Mr. Schroeder is concerned with the difficulties an entity may encounter in satisfying the paragraph 606-10-25-1(e) criterion. As noted in paragraph BC43, in applying that criterion, an entity will have to consider the

customer's credit risk and specifically the customer's "intention to pay the promised consideration." Mr. Schroeder believes that it would be more operable for an entity to assert its own intentions with regard to enforcement than to assess the customer's intentions to perform.

Recasting the notion of intent—shifting focus from the entity toward the customer—is not a primary reason for Mr. Schroeder's dissent. However, he believes that it exacerbates his concerns (outlined above) about this Update including a collectibility threshold. By not including the notion of intent to enforce in the paragraph 606-10-25-1(a) criterion, the Board has introduced a greater likelihood of masking and mixing credit-quality issues with pricing, volume, and other changes that may reflect significant shifts in strategy and business environment.

Different Thresholds

In addition to the masking implications, Mr. Schroeder is concerned with the different U.S. GAAP and IFRS meanings of *probable* in the context of a collectibility threshold. During joint redeliberations, the Board and the IASB agreed to use the same term. However, using the same term does not equate to the same threshold. Under U.S. GAAP the term *probable* is defined in Topic 450 on contingencies as "likely to occur," whereas under IFRS it is defined as a lower threshold of "more likely than not." Therefore, because the collectibility thresholds are not the same, revenue recognition under U.S. GAAP may not be the same as revenue recognition under IFRS.

The difference in definition, and therefore outcome, is justified in paragraph BC44 by an assumption that the population of transactions to which the paragraph 606-10-25-1(e) criterion applies "would be small." While this may be true, Mr. Schroeder believes that decision-useful information is lost about various changes undertaken by an entity in its efforts to generate revenues.

Mr. Schroeder believes that the Board's basis overemphasizes materiality (that is, size) as a determining factor for relevance by concluding that there "would not be a significant practical effect of the different meaning of the same term." Consistent with his focus on contract validity and intent to enforce, if any threshold is to be required, his preference would be a converged solution that produces the same results (even though different words are used).

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Background Information and Basis for Conclusions

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Introduction

BC1. This basis for conclusions summarizes the joint considerations of the FASB and the IASB in reaching the conclusions in Topic 606, Revenue from Contracts with Customers and IFRS 15, Revenue from Contracts with Customers. It includes the reasons for accepting particular views and rejecting others. Individual Board members gave greater weight to some factors than to others. Specifically, the following paragraphs support the conclusions reached in the creation of Topic 606 and Subtopic 340-40 on other assets and deferred costs—costs from contracts with customers. Additional basis for conclusions on other conforming amendments (that is, amendments to other Topics or Subtopics) is provided with those amendments.

Overview

BC2. Topic 606 and IFRS 15 are the result of the FASB's and the IASB's joint project to improve the financial reporting of revenue under U.S. GAAP and IFRS. The Boards undertook this project because their guidance on revenue needed improvement for the following reasons:

- a. U.S. GAAP comprised broad revenue recognition concepts and detailed guidance for particular industries or transactions, which often resulted in different accounting for economically similar transactions.
- b. The previous revenue standards in IFRS had different principles and were sometimes difficult to understand and apply to transactions other than simple ones. In addition, IFRS had limited guidance on important topics such as revenue recognition for multiple-element arrangements. Consequently, some entities that were applying IFRS referred to parts of U.S. GAAP to develop an appropriate revenue recognition accounting policy.
- c. The disclosures required under both U.S. GAAP and IFRS were inadequate and often did not provide users of financial statements with information to sufficiently understand revenue arising from contracts with customers.

BC3. Topic 606 and IFRS 15¹ eliminate those inconsistencies and weaknesses by providing a comprehensive revenue recognition model that applies to a wide range of transactions and industries. The comprehensive model also improves previous U.S. GAAP and IFRS by:

¹Unless indicated otherwise, all references to Topic 606 in this basis for conclusions can be read as also referring to IFRS 15.

- a. Providing a more robust framework for addressing revenue recognition issues
- b. Improving comparability of revenue recognition practices across entities, industries, jurisdictions, and capital markets
- c. Simplifying the preparation of financial statements by reducing the amount of guidance to which entities must refer
- d. Requiring enhanced disclosures to help users of financial statements better understand the nature, amount, timing, and uncertainty of revenue that is recognized.

Background

BC4. In December 2008, the Boards issued for public comment the Discussion Paper, *Preliminary Views on Revenue Recognition in Contracts with Customers*, and received more than 200 comment letters in response. In the Discussion Paper, the Boards proposed the general principles of a contract-based revenue recognition model with a measurement approach that was based on an allocation of the transaction price. That revenue recognition model was developed after extensive discussions by the Boards on alternative models for recognizing and measuring revenue (see paragraphs BC16–BC27).

BC5. Respondents to the Discussion Paper generally supported the objective of developing a comprehensive revenue recognition model for both U.S. GAAP and IFRS. Most respondents also generally supported the recognition and measurement principles proposed in the Discussion Paper, which are the basic building blocks of the revenue recognition model. In particular, the Discussion Paper introduced the concepts that a contract contains performance obligations for the entity to transfer goods or services to a customer and that revenue is recognized when the entity satisfies its performance obligations as a result of the customer obtaining control of those goods or services.

BC6. Respondents to the Discussion Paper were mainly concerned about the following proposals:

- a. Identifying performance obligations only on the basis of the timing of the transfer of the good or service to the customer. Respondents commented that this would be impractical, especially when many goods or services are transferred over time to the customer (for example, in construction contracts).
- b. Using the concept of control to determine when a good or service is transferred. Respondents asked the Boards to clarify the application of the concept of control to avoid the implication that the proposals would require completed contract accounting for all construction contracts (that is, revenue is recognized only when the customer obtains legal title or physical possession of the completed asset).

BC7. The Boards considered those comments when developing the Exposure Draft, *Revenue from Contracts with Customers* (the FASB's Exposure Draft was a proposed Accounting Standards Update), which was issued in June 2010 (the 2010 Exposure Draft). Nearly 1,000 comment letters were received from respondents representing a wide range of industries, including construction, manufacturing, telecommunications, technology, pharmaceutical, biotechnology, financial services, consulting, media and entertainment, energy and utilities, freight and logistics, and industries with significant franchising operations, such as hospitality and quick service restaurant chains. The Boards and their staffs also consulted extensively on the proposals in the 2010 Exposure Draft by participating in roundtable discussions, conferences, working group sessions, discussion forums, and one-to-one discussions that were held across all major geographical regions.

BC8. The Boards also received a substantial number of comment letters in response to a question asked by the FASB on whether the proposals should apply to nonpublic entities. Almost all of those comment letters were from respondents associated with sections of the U.S. construction industry (for example, private construction contractors, accounting firms that serve those contractors, and surety providers who use the financial statements of construction contractors when deciding whether to guarantee that those contractors will meet their obligations under a contract). Those respondents also raised concerns about the application of the proposed model to nonpublic entities. Those issues were considered and discussed separately by the FASB.

BC9. With the exception of many of the responses from nonpublic entities in the construction industry, most of the feedback from the comment letters and from the consultation activities generally supported the Boards' proposal for a comprehensive revenue recognition model for both U.S. GAAP and IFRS. Moreover, most respondents supported the core principle of that model, which was that an entity should recognize revenue to depict the transfer of goods or services to a customer in an amount that reflects the amount of consideration that the entity expects to receive for those goods or services.

BC10. Almost all respondents to the 2010 Exposure Draft indicated that the Boards should clarify further the operation of the core principle. In particular, respondents were concerned about the application of the following:

- a. The concept of control and, in particular, the application of the indicators of the transfer of control to service contracts and to contracts for the transfer of an asset over time to a customer as it is being constructed (for example, a work-in-progress asset)
- b. The principle of distinct goods or services for identifying performance obligations in a contract. Many respondents were concerned that the proposed principle would lead to inappropriate disaggregation of the contract.

BC11. The Boards addressed those concerns during the redeliberations of the proposals in the 2010 Exposure Draft. As the redeliberations of those proposals drew to a close, the Boards decided to issue a revised Exposure Draft for public comment to provide interested parties with an opportunity to comment on the revisions that the Boards had made since the 2010 Exposure Draft was issued. The Boards decided unanimously that it was appropriate to go beyond their established due process and reexpose their revised revenue proposals, because of the importance of revenue to all entities and to avoid unintended consequences in the recognition of revenue for specific contracts or industries. The revised Exposure Draft was issued in November 2011 (the 2011 Exposure Draft), and approximately 350 comment letters were received from respondents representing a wide range of industries. As in the case of the 2010 Exposure Draft, the Boards and their staffs consulted extensively on the proposals in the 2011 Exposure Draft. This consultation also included all major geographical regions and occurred in a number of formats. Many of the discussions focused on detailed analyses related to the application of the revenue recognition model and the principles in the 2011 Exposure Draft.

BC12. Almost all respondents continued to support the core principle of the revenue recognition model, which is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Moreover, most of the feedback from the comment letters and from the consultation activities generally supported the revisions to the Boards' proposed revenue recognition model in the 2011 Exposure Draft. However, respondents raised issues or questions on some of the proposals in the 2011 Exposure Draft. That feedback could be broadly divided into three categories:

- a. Requests for clarifications and further refinements—such as on the criteria for identifying performance obligations, determining when a performance obligation is satisfied over time, and constraining estimates of variable consideration
- b. Difficulties in the practical application of the guidance—such as on the time value of money (referred to as a significant financing component in Topic 606) and the retrospective application of the proposed standard
- c. Disagreement with some of the proposed guidance on the following topics:
 1. Identifying onerous performance obligations
 2. Disclosing information about revenue
 3. Applying the guidance on licenses
 4. Applying the allocation principles to contracts that are prevalent in the telecommunications industry.

BC13. The Boards addressed those concerns during the redeliberations of the proposals in the 2011 Exposure Draft. The Boards' discussion of those concerns

and their conclusions are included in the relevant sections of this basis for conclusions.

Why Make the Change?

BC14. Throughout the project, some respondents questioned the need to replace the guidance on revenue recognition, particularly because that guidance seemed to work reasonably well in practice and provided useful information about the different types of contracts for which they were intended.

- a. For U.S. GAAP, some questioned whether a new revenue recognition model was necessary because Accounting Standards Update No. 2009-13, *Revenue Recognition (Topic 605): Multiple-Deliverable Revenue Arrangements*, resolved some of the issues that the revenue recognition project had originally intended to resolve. Furthermore, the *FASB Accounting Standards Codification*[®] (the Codification) had simplified the process of accessing and researching previous guidance on revenue.
- b. For IFRS, some indicated that the IASB could have improved, rather than replace, its previous revenue standards by developing additional guidance on critical issues (for example, multiple-element arrangements).

BC15. The Boards acknowledged that it would have been possible to improve much of the previous revenue recognition guidance without replacing it. However, even after the changes to U.S. GAAP mentioned in paragraph BC14(a), the guidance in U.S. GAAP would have continued to result in inconsistent accounting for revenue and, consequently, would not have provided a robust framework for addressing revenue recognition issues in the future. Furthermore, amending the guidance would have failed to achieve one of the goals of the project on revenue recognition, which was to develop a common revenue standard for U.S. GAAP and IFRS that entities could apply consistently across industries, jurisdictions, and capital markets. Because revenue is a crucial number to users of financial statements, the Boards decided that a common standard on revenue for U.S. GAAP and IFRS is an important step toward achieving the goal of a single set of high-quality global accounting standards. To be consistent with that goal, the Boards noted that previous revenue recognition guidance in U.S. GAAP and IFRS should not be used to supplement the principles in Topic 606.

Alternative Revenue Recognition Models

BC16. During the early stages of their revenue recognition project, the Boards considered various alternative revenue recognition models, including the following:

- a. The basis for recognizing revenue—specifically, whether an entity should recognize revenue only when it transfers a promised good or

service to a customer (a contract-based revenue recognition principle or when (or as) the entity undertakes a productive activity (which could be an activity that is undertaken regardless of whether a contract exists).

- b. The basis for measuring revenue—specifically, whether revenue should be measured at an allocated customer consideration amount (that is, the transaction price) or at a current exit price.

Basis for Recognizing Revenue

BC17. In the Discussion Paper, the Boards proposed a principle to recognize revenue on the basis of the accounting for the asset or the liability arising from a contract with a customer. The Boards had two reasons for developing a standard on revenue that applies only to contracts with customers. First, contracts to provide goods or services to customers are important economic phenomena and are crucial to most entities. Second, most previous revenue recognition guidance in U.S. GAAP and IFRS focused on contracts with customers. The Boards decided that focusing on the recognition and measurement of the asset or liability arising from a contract with a customer and the changes in that asset or liability over the life of the contract would bring discipline to the earnings process approach. Consequently, it would result in entities recognizing revenue more consistently than they did under previous revenue recognition guidance.

BC18. Upon entering into a contract with a customer, an entity obtains rights to receive consideration from the customer and assumes obligations to transfer goods or services to the customer (performance obligations). The combination of those rights and performance obligations gives rise to a (net) asset or a (net) liability depending on the relationship between the remaining rights and the performance obligations. The contract is an asset (a contract asset) if the measure of the remaining rights exceeds the measure of the remaining performance obligations. Conversely, the contract is a liability (a contract liability) if the measure of the remaining performance obligations exceeds the measure of the remaining rights.

BC19. By definition, revenue from a contract with a customer cannot be recognized until a contract exists. Conceptually, revenue recognition could occur at the point at which an entity enters into a contract with a customer. For an entity to recognize revenue at contract inception (before either party has performed), the measure of the entity's rights must exceed the measure of the entity's performance obligations. This could occur if the rights and obligations were measured at current exit prices and would lead to revenue recognition because of an increase in a contract asset. However, as described in paragraph BC25, the Boards proposed in the Discussion Paper that performance obligations should be measured at the same amount as the rights in the contract at contract inception, thereby precluding the recognition of a contract asset and revenue at contract inception.

BC20. Therefore, the Boards decided that revenue should be recognized only when an entity transfers a promised good or service to a customer, thereby satisfying a performance obligation in the contract. That transfer results in revenue recognition because upon satisfying a performance obligation an entity no longer has that obligation to provide the good or service. Consequently, its position in the contract increases—either its contract asset increases or its contract liability decreases—and that increase leads to revenue recognition.

BC21. Although, conceptually, revenue arises from an increase in a contract asset or a decrease in a contract liability, the Boards articulated the guidance in terms of the recognition and measurement of revenue rather than the recognition and measurement of the contract. The Boards noted that focusing on the timing and amount of revenue from a contract with a customer would simplify the guidance. Feedback from respondents to the Discussion Paper and the 2010 and 2011 Exposure Drafts confirmed that view.

BC22. Nearly all respondents to the Discussion Paper agreed with the Boards' view that an entity generally should not recognize revenue if there is no contract with a customer. However, some respondents requested that the Boards instead develop an activities model in which revenue would be recognized as the entity undertakes activities in producing or providing goods or services, regardless of whether those activities result in the transfer of goods or services to the customer. Those respondents reasoned that recognizing revenue over time, for example, throughout long-term construction or other service contracts, regardless of whether goods or services are transferred to the customer, would provide users of financial statements with more useful information.

BC23. However, the Boards noted the following concerns about an activities model:

- a. Revenue recognition would not have been based on accounting for the contract. In an activities model, revenue arises from increases in the entity's assets, such as inventory or work in process, rather than only from rights under a contract. Consequently, conceptually, an activities model does not require a contract with a customer for revenue recognition, although revenue recognition could be precluded until a contract exists. However, that would have resulted in revenue being recognized at contract inception for any activities completed to that point.
- b. It would have been counterintuitive to many users of financial statements. An entity would have recognized consideration as revenue when the customer had not received any promised goods or services in exchange.
- c. There would have been potential for abuse. An entity could have accelerated revenue recognition by increasing its activities (for example, production of inventory) at the end of a reporting period.

- d. It would have resulted in a significant change to previous revenue recognition guidance and practices. In much of that guidance, revenue was recognized only when goods or services were transferred to the customer. For example, previous guidance in IFRS required revenue from the sale of a good to be recognized when the entity transferred ownership of the good to the customer. The Boards also observed that the basis for percentage-of-completion accounting in previous revenue recognition guidance could be viewed as similar to the core principle in Topic 606.

BC24. Accordingly, the Boards did not develop an activities model and they maintained their view that a contract-based revenue recognition principle is the most appropriate principle for a general revenue recognition standard for contracts with customers.

Basis for Measuring Revenue

BC25. The Boards decided that an allocated transaction price approach should be applied to measure performance obligations. Using that approach, an entity would allocate the transaction price to each performance obligation in the contract (see paragraphs BC181 and BC266). In the Discussion Paper, the Boards considered an alternative approach to measure performance obligations directly at current exit prices. However, the Boards rejected that approach for the following reasons:

- a. An entity would have recognized revenue before transferring goods or services to the customer at contract inception if the measure of rights to consideration exceeded the measure of the remaining performance obligations. That would have been a typical occurrence at contract inception because the transaction price often includes amounts that enable an entity to recover its costs to obtain a contract.
- b. Any errors in identifying or measuring performance obligations could have affected revenue recognized at contract inception.
- c. A current exit price (that is, the price that would be received to sell an asset or paid to transfer a liability) for the remaining performance obligations is typically not observable, and an estimated current exit price could be complex and costly to prepare and difficult to verify.

BC26. Almost all respondents supported the Boards' proposal to measure performance obligations using an allocated transaction price approach.

BC27. In the Discussion Paper, the Boards also considered whether it would be appropriate to require an alternative measurement approach for some types of performance obligations (for example, performance obligations with highly variable outcomes for which an allocated transaction price approach may not result in useful information). However, the Boards decided that the benefits of accounting for all performance obligations within the scope of the guidance using the same measurement approach outweighed any concerns about using that

approach for some types of performance obligations. The Boards also noted that a common type of contract with customers that has highly variable outcomes would be an insurance contract, which is excluded from the scope of Topic 606.

Scope

BC28. The Boards decided that Topic 606 should apply only to a subset of revenue as defined in each of the Boards' conceptual frameworks (that is, revenue from *contracts with customers*). Revenue from transactions or events that does not arise from a contract with a customer is not within the scope of Topic 606, and, therefore, those transactions or events will continue to be recognized in accordance with other Topics, for example:

- a. Dividends received (although these requirements existed in previous revenue standards in IFRS, the IASB has moved them unchanged, and without changing their effect, into IFRS 9, *Financial Instruments*).
- b. Nonexchange transactions (for example, donations or contributions received).
- c. For IFRS, changes in the value of biological assets, investment properties, and the inventory of commodity broker-traders.
- d. For U.S. GAAP, changes in regulatory assets and liabilities arising from alternative revenue programs for rate-regulated entities in the scope of Topic 980 on regulated operations. (The FASB decided that the revenue arising from those assets or liabilities should be presented separately from revenue arising from contracts with customers. Therefore, the FASB made amendments to Subtopic 980-605, Regulated Operations—Revenue Recognition.)

BC29. The Boards decided not to amend the existing definitions of *revenue* in each of their conceptual frameworks. The Boards decided that they will consider the definition of *revenue* when they revise their respective conceptual frameworks. However, the IASB decided to carry forward into IFRS 15 the description of revenue from the IASB's *Conceptual Framework for Financial Reporting* rather than the definition of revenue from a previous revenue standard. The IASB noted that the definition in a previous revenue standard referred to "gross inflow of economic benefits," and it had concerns that some might have misread that reference as implying that an entity should recognize as revenue a prepayment from a customer for goods or services. As described in paragraphs BC17–BC24, the principle is that revenue is recognized in accordance with Topic 606 as a result of an entity satisfying a performance obligation in a contract with a customer. In addition, the FASB decided to carry forward a definition of revenue that is based on the definition in FASB Concepts Statement No. 6, *Elements of Financial Statements*.

BC30. The converged definitions of *contract* and *customer* establish the scope of Topic 606.

Definition of a Contract (Master Glossary)

BC31. The Boards' definition of *contract* is based on common legal definitions of a contract in the United States and is similar to the definition of contract used in IAS 32, *Financial Instruments: Presentation*. The IASB decided not to adopt a single definition of a contract for both IAS 32 and IFRS 15 because the IAS 32 definition implies that contracts can include agreements that are not enforceable by law. Including such agreements would have been inconsistent with the Boards' decision that a contract with a customer must be enforceable by law for an entity to recognize the rights and obligations arising from that contract. The IASB also noted that amending the IAS 32 definition would have posed the risk of unintended consequences in accounting for financial instruments.

BC32. The definition of *contract* emphasizes that a contract exists when an agreement between two or more parties creates enforceable rights and obligations between those parties. The Boards noted that the agreement does not need to be in writing to be a contract. Whether the agreed-upon terms are written, oral, or evidenced otherwise (for example, by electronic assent), a contract exists if the agreement creates rights and obligations that are enforceable against the parties. Determining whether a contractual right or obligation is enforceable is a question to be considered within the context of the relevant legal framework (or equivalent framework) that exists to ensure that the parties' rights and obligations are upheld. The Boards observed that the factors that determine enforceability may differ between jurisdictions. Although there must be enforceable rights and obligations between parties for a contract to exist, the Boards decided that the *performance obligations* within the contract could include promises that result in the customer having a valid expectation that the entity will transfer goods or services to the customer even though those promises are not enforceable (see paragraph BC87).

BC33. The Boards decided to complement the definition of *contract* by specifying criteria that must be met before an entity can apply the revenue recognition model to that contract (see paragraph 606-10-25-1). Those criteria are derived mainly from previous revenue recognition guidance and other existing standards. The Boards decided that when some or all of those criteria are not met, it is questionable whether the contract establishes enforceable rights and obligations. The Boards' rationale for including those criteria is discussed in paragraphs BC35–BC46.

BC34. The Boards also decided that those criteria would be assessed at contract inception and would not be reassessed unless there is an indication that there has been a significant change in facts and circumstances (see paragraph 606-10-25-5). The Boards decided that it was important to reassess the criteria in those cases because that change might clearly indicate that the remaining contractual rights and obligations are no longer enforceable. The word *remaining* in paragraph 606-10-25-5 indicates that the criteria would only be applied to those rights and obligations that have not yet transferred. That is, an entity would

not include in the reassessment (and therefore would not reverse) any receivables, revenue or contract assets already recognized.

The Parties Have Approved the Contract and Are Committed to Perform Their Respective Obligations (paragraph 606-10-25-1(a))

BC35. The Boards decided to include this criterion because if the parties to a contract have not approved the contract, it is questionable whether that contract is enforceable. Some respondents questioned whether oral and implied contracts could meet this criterion, especially if it is difficult to verify an entity's approval of that contract. The Boards noted that the form of the contract does not, in and of itself, determine whether the parties have approved the contract. Instead, an entity should consider all relevant facts and circumstances in assessing whether the parties intend to be bound by the terms and conditions of the contract. Consequently, in some cases, the parties to an oral or an implied contract (in accordance with customary business practices) may have agreed to fulfill their respective obligations. In other cases, a written contract may be required to determine that the parties to the contract have approved it.

BC36. In addition, the Boards decided that the parties should be committed to performing their respective obligations under the contract. However, the Boards decided that an entity and a customer would not always need to be committed to fulfilling all of their respective rights and obligations for a contract to meet the guidance in paragraph 606-10-25-1(a). For example, a contract might include a requirement for the customer to purchase a minimum quantity of goods from the entity each month, but the customer's past practice indicates that the customer is not committed to always purchasing the minimum quantity each month and the entity does not enforce the requirement to purchase the minimum quantity. In that example, the criterion in paragraph 606-10-25-1(a) could still be satisfied if there is evidence that demonstrates that the customer and the entity are substantially committed to the contract. The Boards noted that requiring all of the rights and obligations to be fulfilled would have inappropriately resulted in no recognition of revenue for some contracts in which the parties are substantially committed to the contract.

The Entity Can Identify Each Party's Rights Regarding the Goods or Services to Be Transferred (paragraph 606-10-25-1(b))

BC37. The Boards decided to include this criterion because an entity would not be able to assess the transfer of goods or services if it could not identify each party's rights regarding those goods or services.

The Entity Can Identify the Payment Terms for the Goods or Services to Be Transferred (paragraph 606-10-25-1(c))

BC38. The Boards decided to include this criterion because an entity would not be able to determine the transaction price if it could not identify the payment terms in exchange for the promised goods or services.

BC39. Respondents from the construction industry questioned whether an entity can identify the payment terms for orders for which the scope of work may already have been defined even though the specific amount of consideration for that work has not yet been determined and may not be finally determined for a period of time (sometimes referred to as unpriced change orders or claims). The Boards clarified that their intention is not to preclude revenue recognition for unpriced change orders if the scope of the work has been approved and the entity expects that the price will be approved. The Boards noted that, in those cases, the entity would consider the guidance on contract modifications (see paragraphs BC76–BC83).

The Contract Has Commercial Substance (paragraph 606-10-25-1(d))

BC40. The Boards decided to include commercial substance as a criterion when they discussed whether revenue should be recognized in contracts with customers that include nonmonetary exchanges. Without that requirement, entities might transfer goods or services back and forth to each other (often for little or no cash consideration) to artificially inflate their revenue. Consequently, the Boards decided that an entity should not recognize revenue from a nonmonetary exchange if the exchange has no commercial substance.

BC41. The Boards decided to describe commercial substance in paragraph 606-10-25-1(d) in a manner that is consistent with its existing meaning in other financial reporting contexts, such as existing guidance for nonmonetary exchange transactions. The Boards also observed that this criterion is important in all contracts (not only nonmonetary exchanges) because without commercial substance it is questionable whether an entity has entered into a transaction that has economic consequences. Consequently, the Boards decided that all contracts should have commercial substance before an entity can apply the other guidance in the revenue recognition model.

It Is Probable That the Entity Will Collect the Consideration to Which It Will Be Entitled (paragraph 606-10-25-1(e))

BC42. The Boards included the criterion in paragraph 606-10-25-1(e) (which acts like a collectability threshold) because they concluded that the assessment of a customer's credit risk was an important part of determining whether a contract is valid. Furthermore, the Boards decided to include this criterion as a

consequence of their decision that customer credit risk should not affect the measurement or presentation of revenue (see paragraphs BC259–BC265).

BC43. The Boards decided that a collectibility threshold is an extension of the other guidance in paragraph 606-10-25-1 on identifying the contract. In essence, the other criteria in paragraph 606-10-25-1 require an entity to assess whether the contract is valid and represents a genuine transaction. The collectibility threshold is related to that assessment because a key part of assessing whether a transaction is valid is determining the extent to which the customer has the ability and the intention to pay the promised consideration. In addition, entities generally only enter into contracts in which it is probable that the entity will collect the amount to which it will be entitled.

BC44. The Boards noted that the term *probable* has different meanings under U.S. GAAP and IFRS. Under U.S. GAAP, the term was initially defined in Topic 450, Contingencies, as *likely to occur*, whereas under IFRS *probable* is defined as *more likely than not*. The Boards noted that using the same term which has different meanings in U.S. GAAP and IFRS could result in accounting that is not converged when determining whether the criterion in paragraph 606-10-25-1(e) is met. However, the Boards noted that the term *probable* was used in some of the collectibility thresholds in their previous revenue recognition guidance, and both Boards wanted to maintain consistency with that guidance. (The term *reasonably assured* was also used in collectibility thresholds in some parts of U.S. GAAP. However, in this context, the FASB understood that in practice, *probable* and *reasonably assured* had similar meanings.) In addition, the Boards observed that in most transactions, an entity would not enter into a contract with a customer in which there was significant credit risk associated with that customer without also having adequate economic protection to ensure that it would collect the consideration. Consequently, the Boards decided that there would not be a significant practical effect of the different meaning of the same term because the population of transactions that would fail to meet the criterion in paragraph 606-10-25-1(e) would be small.

BC45. In determining whether it is probable that an entity will collect the amount of consideration to which the entity will be entitled, an entity might first need to determine the amount of consideration to which the entity will be entitled. This is because, in some circumstances, the amount of consideration to which an entity will be entitled may be less than the price stated in the contract. This could be because the entity might offer the customer a price concession (see paragraph 606-10-32-7) or because the amount of consideration to which an entity will be entitled varies for other reasons, such as the promise of a bonus. In either of those circumstances, an entity considers whether it is probable that the entity will collect the amount of consideration to which it will be entitled when the uncertainty relating to that consideration is resolved. The entity assesses whether it is probable of collecting that amount by considering both of the following:

- a. The ability (that is, the financial capacity) of the customer to pay the amount of consideration to which the entity will be entitled in exchange for the goods or services transferred.
- b. The customer's intention to pay that amount. The Boards observed that an assessment of the customer's intention would require an entity to consider all of the facts and circumstances, including the past practice of that customer or customer class. The Boards noted that this assessment should be made on the assumption that the amount will be due (that is, the corresponding performance obligation will be satisfied and the consideration is not subject to further variability that might affect the entity's entitlement to that consideration).

BC46. In addition, the Boards specified in paragraph 606-10-25-1(e) that an entity should only assess the consideration to which it will be entitled in exchange for the goods or services that will be transferred to a customer. Therefore, if the customer were to fail to perform as promised and consequently the entity would respond to the customer's actions by not transferring any further goods or services to the customer, the entity would not consider the likelihood of payment for those goods or services that would not be transferred.

Accounting for Contracts That Do Not Meet the Criteria in Paragraph 606-10-25-1

BC47. The Boards decided to include the guidance in paragraphs 606-10-25-6 through 25-8 in response to questions from some respondents about how an entity should account for its rights and obligations when a contract does not meet the criteria in paragraph 606-10-25-1. Those respondents were concerned that if a contract did not meet the criteria in paragraph 606-10-25-1, in the absence of specific guidance, an entity would seek alternative guidance and potentially apply the revenue recognition model by analogy, which might not result in appropriate accounting. Consequently, the Boards specified that in cases in which the contract does not meet the criteria in paragraph 606-10-25-1, an entity should recognize the consideration received as revenue only when one of the events in paragraph 606-10-25-7 has occurred or the entity reassesses the criteria in paragraph 606-10-25-1 and the contract subsequently meets those criteria.

BC48. The guidance in paragraph 606-10-25-7 is consistent with the Boards' rationale for paragraph 606-10-25-1, which is to filter out contracts that may not be valid and that do not represent genuine transactions, and therefore recognizing revenue for those contracts would not provide a faithful representation of such transactions. The guidance therefore precludes an entity from recognizing any revenue until the contract is either complete or cancelled or until a subsequent reassessment indicates that the contract meets all of the criteria in paragraph 606-10-25-1. The Boards noted that this approach is similar to the "deposit method" that was previously included in U.S. GAAP and that was applied when there was no consummation of a sale.

BC49. The Boards considered whether to include asset derecognition guidance (and therefore cost recognition guidance) for assets related to a contract that does not meet the criteria in paragraph 606-10-25-1. However, the Boards decided not to include asset derecognition guidance for these types of transactions, because including that guidance would be outside the scope of this project. However, the FASB added some asset derecognition guidance to other Topics for transactions outside the scope of Topic 606—that is, for the transfer of nonfinancial assets. See paragraphs BC494–BC503. The Boards noted that entities should apply existing U.S. GAAP and IFRS to assets related to contracts that do not meet the criteria in paragraph 606-10-25-1.

Wholly Unperformed Contracts

BC50. The Boards decided that Topic 606 should not apply to wholly unperformed contracts if each party to the contract has the unilateral enforceable right to terminate the contract without penalty. Those contracts would not affect an entity's financial position or performance until either party performs. In contrast, there could be an effect on an entity's financial position and performance if only one party could terminate a wholly unperformed contract without penalty. For instance, if only the customer could terminate the wholly unperformed contract without penalty, the entity is obliged to stand ready to perform at the discretion of the customer. Similarly, if only the entity could terminate the wholly unperformed contract without penalty, it has an enforceable right to payment from the customer if it chooses to perform.

BC51. In accordance with Topic 606, an entity's rights and obligations in wholly unperformed noncancellable contracts are measured at the same amount and, therefore, would offset each other at inception. However, by including those contracts within the scope of Topic 606, an entity would provide additional information about a change in its financial position that resulted from entering into those contracts, that is, disclosing the amount of transaction price allocated to the remaining performance obligations in that wholly unperformed contract (see paragraph 606-10-50-13).

Definition of a Customer (Paragraph 606-10-15-3 and Master Glossary)

BC52. The Boards decided to define the term *customer* to enable an entity to distinguish contracts that should be accounted for under Topic 606 (that is, contracts with customers) from contracts that should be accounted for under other guidance.

BC53. The definition of *customer* in Topic 606 refers to an entity's *ordinary activities*. Some respondents asked the Boards to clarify the meaning of ordinary activities; however, the Boards decided not to provide additional guidance because the notion of ordinary activities is derived from the definitions of *revenue* in the Boards' respective conceptual frameworks. In particular, the IASB's

Conceptual Framework description of revenue refers specifically to the “ordinary activities of an entity” and the definition of revenue in FASB Concepts Statement 6 refers to the notion of an entity’s “ongoing major or central operations.” As noted in paragraph BC29, the Boards did not reconsider those definitions as part of the revenue recognition project.

BC54. Some respondents asked the Boards to clarify whether the parties to some common types of contracts (for example, contracts with collaborators or partners) would meet the definition of *customer*. However, the Boards decided that it would not be feasible to develop implementation guidance that would apply uniformly to various industries because the nature of the relationship (that is, supplier-customer versus collaboration or partnership) would depend on specific terms and conditions in those contracts. The Boards observed that in many arrangements highlighted by respondents, an entity would need to consider all relevant facts and circumstances, such as the purpose of the activities undertaken by the counterparty, to determine whether the counterparty is a customer. Examples of arrangements in which an entity would need to make that assessment are as follows:

- a. Collaborative research and development efforts between biotechnology and pharmaceutical entities or similar arrangements in the aerospace and defense, technology, and healthcare industries, or in higher education.
- b. Arrangements in the oil and gas industry in which partners in an offshore oil and gas field may make payments to each other to settle any differences between their proportionate entitlements to production volumes from the field during a reporting period.
- c. Arrangements in the not-for-profit industry in which an entity receives grants and sponsorship for research activity and the grantor or sponsor may specify how any output from the research activity will be used.

BC55. The Boards noted that a contract with a collaborator or a partner (for example, a joint arrangement as defined in IFRS 11, *Joint Arrangements*, or a collaborative arrangement within the scope of Topic 808, Collaborative Arrangements) also could be within the scope of Topic 606 if that collaborator or partner meets the definition of a customer for some or all of the terms of the arrangement.

BC56. The Boards also noted that in some cases it might be appropriate for an entity to apply the principles of Topic 606 to some transactions with collaborators or partners. For example, an entity might consider applying Topic 606 to a collaborative arrangement or partnership provided there is not more relevant authoritative guidance in U.S. GAAP or, for an entity applying IFRS, such application is appropriate in accordance with IAS 8, *Accounting Policies, Changes in Accounting Estimates and Errors*.

BC57. Notwithstanding the Boards’ decision that only contracts with customers should be accounted for under Topic 606, the Boards also decided that some of

the guidance in this Topic should apply to the transfer of nonfinancial assets that are not an output of an entity's ordinary activities (see paragraphs BC494–BC503).

Exchanges of Products to Facilitate a Sale to Another Party (Paragraph 606-10-15-2(e))

BC58. In industries with homogeneous products, it is common for entities in the same line of business to exchange products to facilitate sales to customers or potential customers other than the parties to the exchange. For example, an oil supplier may swap inventory with another oil supplier to reduce transport costs, meet immediate inventory needs, or otherwise facilitate the sale of oil to the end customer. The Boards noted that the party exchanging inventory with the entity meets the definition of *customer* because it has contracted with the entity to obtain an output of the entity's ordinary activities. Consequently, in the absence of specific guidance, an entity might recognize revenue once for the exchange of inventory and then again for the sale of the inventory to the end customer. The Boards decided that this outcome would be inappropriate for the following reasons:

- a. It would have grossed up revenues and expenses and made it difficult for users of financial statements to assess the entity's performance and gross margins during the reporting period.
- b. Some view the counterparty in those arrangements as also acting as a supplier and not as a customer.

BC59. The Boards considered modifying the definition of *customer*. However, they rejected that alternative because of concerns about unintended consequences. Consequently, the Boards decided to exclude from the scope of Topic 606 transactions involving nonmonetary exchanges between entities in the same line of business to facilitate sales to customers or to potential customers. The FASB noted such exchanges should remain within the scope of Topic 845 on nonmonetary transactions.

Contracts with Customers outside the Scope of the Guidance (Paragraph 606-10-15-2)

BC60. The Boards also excluded from the scope of Topic 606 three types of contracts with customers that they are addressing in other Topics:

- a. Leases
- b. Insurance contracts
- c. Financial instruments and other contractual rights or obligations within the scope of the Boards' other Topics.

BC61. Some respondents asked the FASB to clarify what is meant by "contractual rights or obligations" in paragraph 606-10-15-2 because those

respondents stated that it is unclear whether financial instrument arrangements that are addressed elsewhere in the Codification, such as letters of credit and loan commitments (addressed in Topic 440, Commitments), would be included within the scope of Topic 606. The FASB noted that its intention is that if specific guidance in other topics of the Codification deal with a transaction, the more detailed guidance from those other Topics should be applied rather than the guidance in Topic 606. For example, the FASB decided to exclude from the scope of Topic 606 guarantees (other than product warranties) that are within the scope of Topic 460, Guarantees, because the focus of the existing accounting guidance for those guarantee arrangements primarily relates to recognizing and measuring a guarantee liability.

BC62. Some respondents reasoned that excluding some contracts with customers from the scope of Topic 606 (such as those identified in paragraph BC60) could perpetuate the development of industry-specific or transaction-specific revenue recognition guidance, which would be inconsistent with the revenue recognition project's stated objective. The Boards disagreed with that view. In the Boards' view, Topic 606 provides them with a framework for considering revenue issues in other standard-setting projects. The Boards decided that, within the context of those other projects, a different basis of accounting for those contracts with customers might provide users of financial statements with more relevant information.

BC63. Other respondents identified what they perceived to be a contradiction within the guidance on scope in Topic 606 and IFRS 9. Those respondents stated that some of the guidance on accounting for contract assets (which would meet the definition of *financial asset*) is inconsistent with the guidance in financial instruments Topics for accounting for financial assets. For example, in some cases a contract asset is not required to be adjusted for the time value of money (see paragraph BC236), and, in other cases the contract asset might initially be measured at an amount that excludes some of the expected cash flows if the transaction price includes variable consideration (see paragraphs BC189–BC223). However, the IASB disagreed with those respondents. The IASB noted that the guidance in paragraph 5 of IFRS 15 (together with paragraph 2(k) of IAS 39, *Financial Instruments: Recognition and Measurement*, which is a consequential amendment to IAS 39 added by IFRS 15) is clear that when a contract asset is within the scope of IFRS 15, it is not within the scope of IFRS 9.

Contracts Partially within the Scope of Other Topics (Paragraph 606-10-15-4)

BC64. Some contracts with customers are partially within the scope of Topic 606 and partially within the scope of other Topics (for example, a lease with a service contract). The Boards decided that it would be inappropriate in those cases for an entity to account for the entire contract in accordance with one Topic or another. This is because it could result in different accounting outcomes

depending on whether the goods or services were sold on a standalone basis or together with other goods or services.

BC65. The Boards considered whether the guidance in Topic 606 should be the default approach for separating a contract and allocating consideration to each part. However, specific issues could arise in separating contracts that are not within the scope of this Topic. For example, a financial instrument or an insurance contract might require an entity to provide services that are best accounted for in accordance with IFRS 9, *Financial Instruments*, Subtopic 942-605, *Financial Services—Depository and Lending—Revenue Recognition*, IFRS 4, *Insurance Contracts*, or Subtopic 944-605, *Financial Services—Insurance—Revenue Recognition*.

BC66. Consequently, the Boards decided that if other Topics specify how to separate and/or initially measure parts of a contract, an entity should first apply those Topics. In other words, the more specific Topic would take precedence in accounting for a part of a contract, and any residual consideration should be allocated to the part(s) of the contract within the scope of that Topic. This rationale is consistent with the principle in Topic 606 related to scope, which is that another standard should be applied to a portion of the contract or arrangement if that standard provides specific guidance for that portion of the contract or arrangement. The Boards' decision also is consistent with the guidance on multiple-element arrangements in U.S. GAAP that was replaced by Topic 606. The Boards noted that this decision results in any discount in the overall arrangement being allocated to the portion of the arrangement within the scope of Topic 606.

Identifying the Contract (Paragraphs 606-10-25-1 through 25-8)

BC67. The Boards decided that the revenue recognition model would apply to a contract with a customer only when the criteria in paragraph 606-10-25-1 are met. The rationale for those criteria is described in paragraphs BC33 through BC46.

BC68. Topic 606 applies to a single contract with a customer. In many cases, the contract that is accounted for separately will be the individual contract negotiated with the customer. However, the structure and scope of a contract can vary depending on how the parties to the contract decide to record their agreement. For instance, there may be legal or commercial reasons for the parties to use more than one contract to document the sale of related goods or services or to use a single contract to document the sale of unrelated goods or services. One of the Boards' objectives in developing Topic 606 is that the accounting for a contract should depend on an entity's present rights and obligations rather than on how the entity structures the contract.

Applying Topic 606 at a Portfolio Level

BC69. Topic 606 specifies the accounting required for an individual contract. Many entities have a large number of contracts, and as a result some respondents noted practical challenges in applying the model on a contract-by-contract basis. These respondents questioned whether it would always be necessary to apply Topic 606 on a contract-by-contract basis. The Boards observed that the way in which an entity applies the model to its contracts is not a matter for which the Boards should specify guidance. Nonetheless, in light of the feedback, the Boards decided to include a practical expedient in paragraph 606-10-10-4 to acknowledge that a practical way to apply Topic 606 to some contracts may be to use a “portfolio approach.” The Boards acknowledged that an entity would need to apply judgment in selecting the size and composition of the portfolio in such a way that the entity reasonably expects that application of the revenue recognition model to the portfolio would not differ materially from the application of the revenue recognition model to the individual contracts or performance obligations in that portfolio. In their discussions, the Boards indicated that they did not intend for an entity to quantitatively evaluate each outcome and, instead, the entity should be able to take a reasonable approach to determine the portfolios that would be appropriate for its types of contracts.

BC70. The Boards observed that because it is a practical way to apply Topic 606, the portfolio approach may be particularly useful in some industries in which an entity has a large number of similar contracts and applying the model separately for each contract may be impractical. For example, entities in the telecommunications industry explained that implementing accounting systems to determine the standalone selling price for the promised goods or services in each contract and, in turn, allocating the transaction price to the performance obligations identified in that contract would be complex and costly (see paragraphs BC287–BC293).

Combination of Contracts (Paragraph 606-10-25-9)

BC71. The Boards decided to include guidance in paragraph 606-10-25-9 for when an entity should combine two or more contracts and account for them as a single contract. This is because, in some cases, the amount and timing of revenue might differ depending on whether an entity accounts for two or more contracts separately or accounts for them as one contract.

BC72. The Boards decided that entering into contracts at or near the same time is a necessary condition for the contracts to be combined. That decision is consistent with the objective of identifying the contract that is to be accounted for as the unit of account because that assessment also is performed at contract inception.

BC73. The Boards decided that in addition to entering into contracts at or near the same time, the contracts should satisfy one or more of the criteria in

paragraph 606-10-25-9 for the contracts to be combined. The Boards observed that when either criterion (a) or (b) in paragraph 606-10-25-9 is met, the relationship between the consideration in the contracts (that is, the price interdependence) is such that if those contracts were not combined, the amount of consideration allocated to the performance obligations in each contract might not faithfully depict the value of the goods or services transferred to the customer. The Boards decided to include the criterion in paragraph 606-10-25-9(c) to avoid the possibility that an entity could effectively bypass the guidance for identifying performance obligations depending on how the entity structures its contracts.

BC74. The Boards clarified that for two or more contracts to be combined, they should be with the same customer. However, the Boards acknowledged that in some situations, contracts with related parties (as defined in Topic 850, *Related Party Disclosures*, and IAS 24, *Related Party Disclosures*) should be combined if there are interdependencies between the separate contracts with those related parties. Thus, in those situations, combining the contracts with related parties results in a more appropriate depiction of the amount and timing of revenue recognition.

BC75. The Boards also considered whether to specify that all contracts should be combined if they were negotiated as a package to achieve a single commercial objective, regardless of whether those contracts were entered into at or near the same time with the same customer. However, the Boards decided not to do this primarily because they were concerned that doing so could have had the unintended consequence of an entity combining too many contracts and not faithfully depicting the entity's performance. Furthermore, the Boards decided that an entity should apply judgment to determine whether a contract is entered into "at or near the same time." However, the Boards noted that the longer the period between the commitments of the parties to the contracts, the more likely it is that the economic circumstances affecting the negotiations have changed.

Contract Modifications (Paragraphs 606-10-25-10 through 25-13)

BC76. The Boards observed that previous revenue recognition guidance did not include a general framework for accounting for contract modifications. Therefore, the Boards decided to include guidance regarding contract modifications in Topic 606 to improve consistency in the accounting for contract modifications. As the revenue recognition model developed, the Boards proposed different approaches to account for contract modifications. However, each approach was developed with the overall objective of faithfully depicting an entity's rights and obligations in the modified contract. The Boards concluded that to faithfully depict the rights and obligations arising from a modified contract, an entity should account for some modifications prospectively and for other modifications on a cumulative catch-up basis.

BC77. The Boards decided that a contract modification should be accounted for prospectively if the additional promised goods or services are distinct and the pricing for those goods or services reflects their standalone selling price (see paragraph 606-10-25-12). The Boards decided that when those criteria are met, there is no economic difference between an entity entering into a separate contract for the additional goods or services and an entity modifying an existing contract.

BC78. The Boards also decided that a contract modification should be accounted for prospectively when the goods or services to be provided after the modification are distinct from the goods or services already provided (see paragraph 606-10-25-13(a)). The Boards decided that this should be the case regardless of whether the pricing of the additional promised goods or services reflected their standalone selling prices. This is because accounting for those types of modifications on a cumulative catch-up basis could be complex and may not necessarily faithfully depict the economics of the modification because the modification is negotiated after the original contract and is based on new facts and circumstances. Therefore, this approach avoids opening up the accounting for previously satisfied performance obligations and, thus, avoids any adjustments to revenue for satisfied performance obligations.

BC79. Some respondents were concerned that an entity also would be required to use a cumulative catch-up basis to account for modifications to a contract with a single performance obligation that is made up of a series of distinct goods or services. Those contracts typically include repetitive services, such as energy contracts or mobile phone airtime services. The Boards considered those concerns and clarified in paragraph 606-10-25-13(a) that the determination of whether a modification is accounted for prospectively depends on whether the remaining promises in the contract are for distinct goods or services. This is the case even if an entity determines that it has a single performance obligation, provided that the performance obligation represents a series of distinct goods or services (see paragraphs BC113–BC116).

BC80. The Boards decided that if the remaining goods or services are not distinct and are part of a single performance obligation that is partially satisfied (that is, a performance obligation satisfied over time), an entity should recognize the effect of the modification on a cumulative catch-up basis. This requires an entity to update the transaction price and the measure of progress toward complete satisfaction of a performance obligation, both of which may change as a result of the contract modification. That approach is particularly relevant to, and generally accepted in, the construction industry because a modification to those types of contracts typically would not result in the transfer of additional goods or services that are distinct from those promised in the existing contract.

BC81. Respondents also asked how the guidance on contract modifications would apply to unpriced change orders (see paragraph BC39) and contract claims (specific modifications in which the changes in scope and price are

unapproved or in dispute). U.S. GAAP and IFRS previously included specific guidance for unpriced change orders and contract claims within construction-type and production-type contracts. The Boards decided that it was unnecessary to provide specific guidance on the accounting for these types of modifications because Topic 606 includes the relevant guidance, specifically:

- a. Paragraphs 606-10-25-10 and 606-10-25-11 require an entity to determine whether the rights and obligations of the parties to the contract that are created or changed by the unpriced change order or contract claim are enforceable.
- b. Paragraph 606-10-25-11 requires an entity to estimate the change to the transaction price for the unpriced change order or contract claim.
- c. Paragraph 606-10-25-13 requires an entity to determine whether the unpriced change order or contract claim should be accounted for on a prospective basis or a cumulative catch-up basis.

Interaction between Changes in the Transaction Price and Contract Modifications

BC82. The 2011 Exposure Draft proposed that an entity would account for contract modifications that result only in a change in the contract price on a cumulative catch-up basis because this would be consistent with the guidance for changes in the transaction price (as a result of changes in the estimate of variable consideration). In their redeliberations, the Boards noted that the proposal would result in very different accounting outcomes depending on whether a distinct good or service was included in the modification. This is because modifications that change only the price would be accounted for on a cumulative catch-up basis, whereas modifications in which a distinct good or service (no matter how small) is added to the contract at the same time as a price change would be accounted for on a prospective basis. Furthermore, the Boards noted that changes in the transaction price arising from a contract modification and changes in the expectations of variable consideration are the result of different economic events—a change in the expectation of variable consideration arises from a change in a variable that was identified and agreed upon at contract inception, whereas a change in price arising from a contract modification arises from a separate and subsequent negotiation between the parties to the contract. Consequently, the Boards decided that a contract modification resulting only in a change in the contract price should be accounted for in a manner that is consistent with other contract modifications.

BC83. Some respondents requested that the Boards clarify how an entity should allocate a change in the transaction price that occurs after a modification of the contract (that is accounted for in accordance with paragraph 606-10-25-13(a)) but the change in the transaction price is attributable to an amount of variable consideration promised before the modification. This may occur because the estimate of the amount of variable consideration in the initial contract has

changed or is no longer constrained. Specifically, those respondents asked whether, in those circumstances, an entity should allocate the corresponding change in the transaction price to the performance obligations in the modified contract, or to the performance obligations identified in the contract before the modification (that is, the initial contract), including to performance obligations that were satisfied before the modification. In response to that feedback, the Boards clarified in paragraph 606-10-32-45 that the allocation of the change in transaction price in those circumstances depends on whether, and the extent to which, the change in the transaction price is attributable to an amount of variable consideration promised before the modification. In providing that clarification, the Boards noted that it would be appropriate in those circumstances to allocate a change in the transaction price to the performance obligations identified in the initial contract, if the promised variable consideration and the resolution of the uncertainty associated with that amount of variable consideration are not affected by the contract modification.

Identifying Performance Obligations

Definition of a Performance Obligation (Master Glossary)

BC84. Topic 606 distinguishes between obligations to provide goods or services to a customer and other obligations by defining those obligations to provide goods or services as performance obligations. The notion of a performance obligation is similar to the notions of deliverables, components, or elements of a contract in previous revenue guidance. Although the notion of a performance obligation is implicit in previous revenue guidance, the term *performance obligation* has not been defined previously.

BC85. The Boards' objective in developing the definition of *performance obligation* was to ensure that entities appropriately identify the unit of account for the goods and services promised in a contract with a customer. The Boards decided that because the revenue recognition model is an allocated transaction price model, identifying a meaningful unit of account that depicts the goods and services in the contract is fundamental for the purpose of recognizing revenue on a basis that faithfully depicts the entity's performance in transferring the promised goods or services to the customer.

BC86. The Boards decided that a performance obligation could be either of the following:

- a. A good or service (or a bundle of goods or services) that is distinct (see paragraphs BC94–BC112)
- b. A series of distinct goods or services that are substantially the same and have the same pattern of transfer (see paragraphs BC113–BC116).

Identifying the Promised Goods or Services (Paragraphs 606-10-25-16 through 25-17)

BC87. Before an entity can identify its performance obligations in a contract with a customer, the entity would first need to identify all of the promised goods or services in that contract. The Boards noted that in many cases, all of the promised goods or services in a contract might be identified explicitly in that contract. However, in other cases, promises to provide goods or services might be implied by the entity's customary business practices. The Boards decided that such implied promises should be considered when determining the entity's performance obligations if those practices create a valid expectation of the customer that the entity will transfer a good or service (for example, some when-and-if-available software upgrades). The Boards also noted that the implied promises in the contract do not need to be enforceable by law. If the customer has a valid expectation, then the customer would view those promises as part of the negotiated exchange (that is, goods or services that the customer expects to receive and for which it has paid). The Boards noted that absent this guidance developed by the Boards, an entity might recognize all of the consideration in a contract as revenue even though the entity continues to have remaining (implicit) promises related to the contract with the customer.

BC88. Some respondents suggested that some promised goods or services should be excluded from the scope of Topic 606 and accounted for as marketing expenses or incidental obligations, even though those promises would meet the definition of a performance obligation. Examples of such promised goods or services may include "free" handsets provided by telecommunication entities, "free" maintenance provided by automotive manufacturers, and customer loyalty points awarded by supermarkets, airlines, and hotels. Those respondents stated that revenue should be recognized only for the main goods or services for which the customer has contracted and not for what they consider to be marketing incentives and other incidental obligations.

BC89. The Boards observed that when a customer contracts with an entity for a bundle of goods or services, it can be difficult and subjective for the entity to identify the main goods or services for which the customer has contracted. In addition, the outcome of that assessment could vary significantly depending on whether the entity performs the assessment from the perspective of its business model or from the perspective of the customer. Consequently, the Boards decided that all goods or services promised to a customer as a result of a contract give rise to performance obligations because those promises were made as part of the negotiated exchange between the entity and its customer. Although the entity might consider those goods or services to be marketing incentives or incidental goods or services, they are goods or services for which the customer pays and to which the entity should allocate consideration for purposes of revenue recognition. However, the Boards observed that in some cases, an entity might provide incentives to a customer that would not represent a

performance obligation if those incentives are provided independently of the contract that they are designed to secure. (See paragraphs BC386–BC395 for additional discussion on marketing incentives and the accounting for customer options to acquire additional goods or services.)

BC90. For similar reasons, the Boards decided not to exempt an entity from accounting for performance obligations that the entity might regard as being perfunctory or inconsequential. Instead, an entity should assess whether those performance obligations are immaterial to its financial statements as described in FASB Concepts Statement No. 8, *Conceptual Framework for Financial Reporting*, or IAS 8.

BC91. To help an entity identify the promised goods or services, Topic 606 provides examples of the types of promises that can represent goods or services to the customer. In response to feedback received, the Boards clarified that the following also can represent promised goods or services:

- a. Providing a service of standing ready or making goods or services available (see paragraph BC160)
- b. Granting rights to goods or services to be provided in the future (see paragraph BC92).

BC92. The Boards observed that it was important to clarify that granting a right to goods or services to be provided in the future, such as when an entity makes a promise to provide goods or services to its customer's customer, would give rise to performance obligations for the entity. Those types of promises exist in distribution networks in various industries but are particularly common in the automotive industry. For example, when a manufacturer sells a motor vehicle to its customer (a dealer), the manufacturer also may promise to provide additional goods or services (such as maintenance) to the dealer's customer. Topic 606 requires an entity to identify all of the promises—both explicit and implicit—that are made to the customer as part of the contract with that customer. Consequently, a promise of a good or service (such as maintenance) that the customer can pass on to its customer would be a performance obligation if the promise could be identified (explicitly or implicitly) in the contract with the customer. However, the Boards noted that some promised goods or services might not represent performance obligations if those promises did not exist (explicitly or implicitly) at the time that the parties agreed to the contract.

BC93. The Boards also clarified that an entity should not account for activities it may perform that do not transfer goods or services to the customer. This may occur in many contracts in which an entity undertakes separate activities that do not directly transfer goods or services to the customer (for example, service contracts that require significant setup costs), even though those activities are required to successfully transfer the goods or services for which the customer has contracted. The Boards decided that including those activities as performance obligations would have been inconsistent with the core revenue

recognition principle because those activities do not result in a transfer of goods or services to the customer.

Identifying When Promises Represent Performance Obligations (Paragraphs 606-10-25-14 through 25-22)

BC94. Contracts with customers can include many promises to transfer goods or services. In the Discussion Paper, the Boards proposed that an entity should review the timing of the transfer of the promised goods or services to identify the performance obligations that it should account for separately. Respondents to the Discussion Paper were concerned that this proposal would have required an entity to account separately for every promised good or service in a contract that is transferred at a different time, which would not be practical for many contracts, especially for long-term service and construction contracts. Consequently, the Boards decided to provide clearer guidance that results in an entity identifying performance obligations in a way that is practical and results in a pattern of revenue recognition that faithfully depicts the transfer of goods or services to the customer.

BC95. In developing that guidance, the Boards observed that in many contracts, identifying the promised goods or services that an entity should account for separately is straightforward. Consequently, the Boards developed a principle for identifying performance obligations that separates promised goods or services in a relevant way when applied across the various industries and transactions within the scope of Topic 606. That principle is the notion of a distinct good or service. The term *distinct*, in an ordinary sense, suggests something that is different, separate, or dissimilar. A majority of respondents agreed with using the principle of distinct goods or services to identify the performance obligations in a contract. However, many asked the Boards to refine and further clarify the guidance for determining when a good or service is distinct.

BC96. Consequently, the Boards decided that for a good or service to be distinct, the criteria in paragraph 606-10-25-19 must be met. The Boards' deliberations of those criteria are discussed in the following sections.

Capable of Being Distinct

BC97. The Boards decided that a good or service must possess some specified minimum characteristics to be accounted for separately. Specifically, the good or service must be capable of being distinct—that is, the good or service is capable of providing a benefit to the customer either on its own or together with other resources that are readily available to the customer. The Boards were concerned that requiring an entity to account separately (and estimate a standalone selling price) for a good or service that is not capable of providing a benefit to the customer might result in information that would not be relevant to users of financial statements. For example, if an entity transferred a machine to the customer but the machine is only capable of providing a benefit to

the customer after an installation process that only the entity can provide, the machine would not be distinct.

BC98. The 2010 Exposure Draft addressed this notion of a minimum characteristic by proposing that a good or service should have a distinct function—that is, the good or service should have utility either on its own or together with other goods or services that the customer has acquired from the entity or that are sold separately by the entity or another entity. Respondents requested additional guidance on the meaning of *distinct function* because they considered that almost any element of a contract could have utility in combination with other goods or services.

BC99. Consequently, the Boards refined the notion of distinct function and developed the criterion in paragraph 606-10-25-19(a). In addition, the Boards included guidance in paragraph 606-10-25-20 (which was derived from the basis for conclusions on the 2011 Exposure Draft) to help an entity apply that criterion and assess whether a customer can benefit from the good or service on its own or together with other resources. That guidance focuses on the notion of economic benefits, which many respondents explained was helpful in assessing whether the customer can benefit from the good or service on its own or together with other resources. The Boards noted that, conceptually, any good or service that is regularly sold separately should be able to be used on its own or with other resources. Otherwise, there would be no market for an entity to provide that good or service on a standalone basis.

BC100. The Boards observed that the assessment of whether the “customer can benefit from the goods or services on its own” should be based on the characteristics of the goods or services themselves instead of the way in which the customer may use the goods or services. Consequently, an entity would disregard any contractual limitations that might preclude the customer from obtaining readily available resources from a source other than the entity.

BC101. The attributes of a distinct good or service are comparable to previous revenue recognition guidance for identifying separate deliverables in a multiple-element arrangement, which specified that a delivered item must have “value to the customer on a standalone basis” for an entity to account for that item separately. However, the Boards decided against using that terminology to avoid the implication that an entity must assess the customer’s intended use for the promised goods or services in identifying the performance obligations in a contract. The Boards observed that it would be difficult, if not impossible, for an entity to know the customer’s intentions in a given contract.

Distinct within the Context of the Contract

BC102. In some cases, even though the individual goods or services promised as a bundle of goods or services might be capable of being distinct, those goods or services should not be accounted for separately because it would not result in a faithful depiction of the entity’s performance in that contract. As an example,

many construction-type and production-type contracts involve transferring to the customer many goods and services that are capable of being distinct (such as various building materials, labor, and project management services). However, identifying all of those individual goods and services as separate performance obligations would be impractical and, more important, it would neither faithfully represent the nature of the entity's promise to the customer nor result in a useful depiction of the entity's performance. This is because it would result in an entity recognizing and measuring revenue when the materials and other inputs to the construction or production process are provided, instead of recognizing and measuring revenue when the entity performs (and uses those inputs) in the construction or production of the item (or items) for which the customer has contracted. Consequently, the Boards decided that, when identifying whether goods or services are distinct, an entity should not only consider the characteristics of an individual good or service (see paragraph 606-10-25-19(a)) but also should consider whether the promise to transfer the good or service is separately identifiable (that is, distinct within the context of the contract, see paragraph 606-10-25-19(b)).

BC103. During the development of Topic 606, the existence of "separable risks" was identified as a basis for assessing whether a good or service is distinct within the context of the contract. In that assessment, the individual goods or services in a bundle would not be distinct if the risk that an entity assumes to fulfill its obligation to transfer one of those promised goods or services to the customer is a risk that is inseparable from the risk relating to the transfer of the other promised goods or services in that bundle. The Boards considered whether to specify "separable risks" as a necessary attribute of a distinct good or service. However, the Boards decided that the concept of "separable risks" may not be a practical criterion for determining whether a good or service is distinct.

BC104. To make the notion of "separable risks" more operable, the Boards considered other approaches for articulating the notion. However, the Boards rejected those approaches for the following reasons:

- a. Distinct profit margin—In some cases, entities may decide to assign the same margin to various goods or services, even though those goods or services use different resources and are subject to different risks. In addition, for some goods or services, especially software and other types of intellectual property, cost is not a significant factor in determining price and, therefore, margins could be highly variable because they may be determined by the customer's ability to pay or to obtain substitute goods or services from another entity.
- b. Criteria based on the notions of goods or services that are significantly modified or customized and highly interrelated goods or services that require an entity to provide a significant service of integrating those goods or services—Respondents explained that while these are relevant factors to consider to determine whether a good or service is distinct, expressing those factors as criteria could be too restrictive

because they could force bundling or unbundling that did not reflect the economics of the arrangement.

BC105. Consequently, the Boards decided to specify in paragraph 606-10-25-19(b) that the objective in identifying whether a promised good or service is distinct within the context of the contract is to determine whether an entity's promise to transfer that good or service is separately identifiable from other promises in the contract. The notion of "separately identifiable" is based on the notion of separable risks in paragraph BC103 (that is, whether the risk that an entity assumes to fulfill its obligation to transfer one of those promised goods or services to the customer is a risk that is inseparable from the risk relating to the transfer of the other promised goods or services). The Boards observed that determining whether the entity's promise to transfer a good or service is separately identifiable requires judgement, taking into account all of the facts and circumstances. The Boards decided to assist entities in making that judgment by including the factors in paragraph 606-10-25-21.

BC106. The Boards observed that the factors in paragraph 606-10-25-21 are not mutually exclusive. On the contrary, because the factors are based on the same underlying principle of inseparable risks, the Boards noted that in many cases more than one of the factors might apply to a contract with a customer. However, each factor was developed because it may be more applicable for particular contracts or industries. The rationale for each factor is discussed in paragraphs BC107–BC112.

Significant integration service (paragraph 606-10-25-21(a))

BC107. In circumstances in which an entity provides an integration service, the risk of transferring individual goods or services is inseparable, because a substantial part of the entity's promise to a customer is to ensure the individual goods or services are incorporated into the combined output. Thus, the individual goods or services are inputs to produce a single output. The Boards observed that this factor may be relevant in many construction contracts in which the contractor provides an integration (or contract management) service to manage and coordinate the various construction tasks and to assume the risks associated with the integration of those tasks. Moreover, the integration service will require a contractor to coordinate the tasks performed by any subcontractors and ensure that those tasks are performed in accordance with the contract specifications, thus ensuring the individual goods or services are appropriately incorporated into the combined item for which the customer has contracted.

BC108. The Boards observed that this factor could apply to industries other than the construction industry. For example, some software development contracts with significant integration services will similarly have promised goods and services that meet the criterion in paragraph 606-10-25-19(b). However, the Boards did not intend for this factor to be applied too broadly to software

integration services for which the risk that the entity assumes in integrating the promised goods or services is negligible (for example, a simple installation of software that does not require significant modification). Therefore, to provide some additional clarification for many software-type contracts, the Boards included the factor in paragraph 606-10-25-21(b).

Significant modification or customization (paragraph 606-10-25-21(b))

BC109. In some industries, such as the software industry, the notion of inseparable risks is more clearly illustrated by assessing whether one good or service significantly modifies or customizes another good or service. This is because if a good or service modifies or customizes another good or service in the contract, each good or service is being assembled together (that is, as inputs) to produce a combined output for which the customer has contracted.

BC110. For example, an entity may promise to provide a customer with existing software and also promise to customize that software so that it will function with the customer's existing infrastructure such that the entity is providing the customer with a fully integrated system. In this case, if the customization service requires the entity to significantly modify the existing software in such a way that the risks of providing the software and the customization service are inseparable, the entity may conclude that the promises to transfer the software and the customization service would not be separately identifiable and, therefore, those goods or services would not be distinct within the context of the contract.

Highly dependent or highly interrelated (paragraph 606-10-25-21(c))

BC111. The Boards decided to include the factor in paragraph 606-10-25-21(c) because, in some cases, it might be unclear whether the entity is providing an integration service (see paragraph 606-10-25-21(a)) or whether the goods or services are significantly modified or customized (see paragraph 606-10-25-21(b)). However, the individual goods and services in the contract may still not be separately identifiable from the other goods or services promised in the contract. This may be because the goods or services are highly dependent on, or highly interrelated with, other promised goods or services in the contract in such a way that the customer could not choose to purchase one good or service without significantly affecting the other promised goods or services in the contract.

BC112. Consider the following example—an entity agrees to design an experimental new product for a customer and to manufacture 10 prototype units of that product. The specifications for the product include functionality that has yet to be proved. Consequently, the entity will be required to continue to revise the design of the product during the construction and testing of the prototypes and make any necessary modifications to in-progress or completed prototypes.

The entity expects that most or all of the units to be produced may require some rework because of design changes made during the production process. In that case, the customer may not be able to choose whether to purchase only the design service or the manufacturing service without significantly affecting one or the other. This is because the risk of providing the design service is inseparable from the manufacturing service. Thus, although each promise may have benefit on its own, within the context of the contract, they are not separately identifiable. This is because the entity determines that each promise is highly dependent on, and highly interrelated with, the other promises in the contract.

A Series of Distinct Goods or Services That Are Substantially the Same and Have the Same Pattern of Transfer (Paragraph 606-10-25-14(b))

BC113. The Boards decided to specify that a promise to transfer a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer would be a single performance obligation if two criteria are met. The Boards decided to include this notion as part of the definition of performance obligation to simplify the application of the model and to promote consistency in the identification of performance obligations in circumstances in which the entity provides the same good or service consecutively over a period of time (for example, a repetitive service arrangement). To be accounted for as a single performance obligation, each of those promised goods or services must be performance obligations satisfied over time in accordance with paragraph 606-10-25-27.

BC114. The Boards observed that without this part of the definition, applying the model might present some operational challenges when an entity provides a series of distinct goods or services that are substantially the same. Otherwise, the entity would be required to identify multiple distinct goods or services, allocate the transaction price to each of the resulting performance obligations on a standalone selling price basis, and then recognize revenue when those performance obligations are satisfied. For example, in a repetitive service contract such as a cleaning contract, transaction processing, or a contract to deliver electricity, an entity would be required to allocate the overall consideration to each increment of service (for example, each hour of cleaning) to be provided in the contract. The Boards decided that it would not be cost effective to apply the model in this manner and determined that including paragraph 606-10-25-14(b) as part of the definition of a performance obligation would alleviate costs. This is because when paragraph 606-10-25-14(b) applies (that is, the contract includes a promise to transfer a series of distinct goods or services that are substantially the same and have the same pattern of transfer to the customer), an entity will identify a single performance obligation and allocate the transaction price to the performance obligation. The entity will then recognize revenue by applying a single measure of progress to that performance obligation.

BC115. The Boards noted that if an entity determines it has a performance obligation that meets the criterion in paragraph 606-10-25-14(b), an entity should consider the distinct goods or services in the contract, rather than the performance obligation for the purposes of contract modifications and the allocation of variable consideration.

BC116. In their redeliberations, the Boards observed that paragraph 606-10-25-14(b) applies to goods or services that are delivered consecutively, rather than concurrently. The Boards noted that Topic 606 would not need to specify the accounting for concurrently delivered distinct goods or services that have the same pattern of transfer. This is because, in those cases, an entity is not precluded from accounting for the goods or services as if they were a single performance obligation, if the outcome is the same as accounting for the goods and services as individual performance obligations.

Satisfaction of Performance Obligations (Paragraphs 606-10-25-23 through 25-37)

BC117. Revenue is recognized when (or as) goods or services are transferred to a customer. This is because an entity satisfies its performance obligation by transferring control of the promised good or service underlying that performance obligation to the customer. Consequently, assessing when control of a good or service is transferred is a critical step in applying Topic 606.

Control

BC118. Most previous revenue guidance required an entity to assess the transfer of a good or service by considering the transfer of risks and rewards of ownership. However, the Boards decided that an entity should assess the transfer of a good or service by considering when the customer obtains control of that good or service, for the following reasons:

- a. Both goods and services are assets that a customer acquires (even if many services are not recognized as an asset because those services are simultaneously received and consumed by the customer), and the Boards' existing definitions of an asset use control to determine when an asset is recognized or derecognized.
- b. Assessing the transfer of goods or services using control should result in more consistent decisions about when goods or services are transferred because it can be difficult for an entity to judge whether an appropriate level of the risks and rewards of ownership of a good or service has been transferred to the customer if the entity retains some risks and rewards.
- c. A risks-and-rewards approach could conflict with identifying performance obligations. For example, if an entity transfers a product to a customer but retains some risks associated with that product, an

assessment based on risks and rewards might result in the entity identifying a single performance obligation that could be satisfied (and therefore revenue would be recognized) only after all the risks are eliminated. However, an assessment based on control might appropriately identify two performance obligations—one for the product and another for a remaining service, such as a fixed-price maintenance agreement. Those performance obligations would be satisfied at different times.

BC119. Many respondents to both the 2010 and the 2011 Exposure Drafts agreed with using control to determine when a good or service is transferred to a customer. However, some respondents indicated that the transfer of the risks and rewards of ownership is sometimes a helpful indicator that control has transferred (see paragraph BC154).

Developing the Notion of Control

BC120. The Boards' description of control is based on the meaning of control in the definitions of an asset in the Boards' respective conceptual frameworks. Thus, the Boards determined that control of a promised good or service (that is, an asset) is the customer's ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. The components that make up the description of control are explained as follows:

- a. Ability—A customer must have the present right to direct the use of, and obtain substantially all of the remaining benefits from, an asset for an entity to recognize revenue. For example, in a contract that requires a manufacturer to produce an asset for a particular customer, it might be clear that the customer will ultimately have the right to direct the use of, and obtain substantially all of the remaining benefits from, the asset. However, the entity should not recognize revenue until the customer has actually obtained that right (which, depending on the contract, might occur during production or afterwards).
- b. Direct the use of—A customer's ability to direct the use of an asset refers to the customer's right to deploy that asset in its activities, to allow another entity to deploy that asset in its activities, or to restrict another entity from deploying that asset.
- c. Obtain the benefits from—The customer must have the ability to obtain substantially all of the remaining benefits from an asset for the customer to obtain control of it. Conceptually, the benefits from a good or service are potential cash flows (either an increase in cash inflows or a decrease in cash outflows). A customer can obtain the benefits directly or indirectly in many ways, such as by using, consuming, disposing of, selling, exchanging, pledging, or holding an asset.

BC121. The Boards observed that the assessment of when control has transferred could be applied from the perspective of either the entity selling the good or service or the customer purchasing the good or service. Consequently, revenue could be recognized when the seller surrenders control of a good or service or when the customer obtains control of that good or service. Although in many cases both perspectives lead to the same result, the Boards decided that control should be assessed primarily from the perspective of the customer. That perspective minimizes the risk of an entity recognizing revenue from undertaking activities that do not coincide with the transfer of goods or services to the customer.

Applying the Notion of Control

BC122. As described in paragraph BC119, many respondents agreed with using control as the basis for assessing when the transfer of a promised good or service (that is, an asset) occurs. However, most respondents to the 2010 Exposure Draft explained that the definition was most helpful when applied to performance obligations for the transfer of goods. They commented that applying the concept of control is straightforward in those cases because, typically, it is clear that an asset has transferred from the entity to its customer. They noted, however, that the guidance was more difficult to apply to performance obligations for services and construction-type contracts because it could be difficult to determine when a customer obtains control of a service. This is because in many service contracts the service asset is simultaneously created and consumed and, therefore, is never recognized as an asset by the customer. Even in the case of a construction contract in which there is a recognizable asset, it can be difficult to assess whether a customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, a partially completed asset that the seller is creating. Consequently, many respondents in the construction industry were concerned that they would be required to change their revenue recognition policy from using a percentage-of-completion method to a completed-contract method (that is, on the basis that the transfer of assets occurs only upon transfer of legal title or physical possession of the finished asset, which typically occurs upon contract completion). Those respondents explained that the outcome of applying the completed-contract method to their contracts with customers would not be a faithful depiction of the economics of those contracts.

BC123. As a result, some respondents suggested that the Boards provide guidance for the transfer of control of services separately from the guidance for goods. However, the Boards observed that it would be difficult to clearly define a service, and not all contracts that are commonly regarded as services result in a transfer of resources to customers over time. Furthermore, the Boards decided that the notion of control should apply equally to both goods and services. Consequently, to address respondents' concerns, the Boards decided to specify guidance that focuses on the attribute of the timing of when a performance

obligation is satisfied (that is, when a good or service is transferred to a customer). Accordingly, the guidance includes criteria for determining whether a performance obligation is satisfied over time. Those criteria are explained in the following paragraphs.

Performance Obligations Satisfied Over Time (Paragraphs 606-10-25-27 through 25-29)

BC124. The Boards developed the criteria in paragraph 606-10-25-27 to provide an objective basis for assessing when control transfers over time and, thus, when a performance obligation is satisfied over time.

Customer Simultaneously Receives and Consumes Benefits as the Entity Performs (Paragraph 606-10-25-27(a))

BC125. In many typical “service” contracts, the entity’s performance creates an asset only momentarily because that asset is simultaneously received and consumed by the customer. In those cases, the simultaneous receipt and consumption of the asset that has been created means that the customer obtains control of the entity’s output as the entity performs and, thus, the entity’s performance obligation is satisfied over time. For example, consider an entity that promises to process transactions on behalf of a customer. The customer simultaneously receives and consumes a benefit as each transaction is processed.

BC126. The Boards observed that there may be service-type contracts in which it is unclear whether the customer receives and consumes the benefit of the entity’s performance over time. This is because the notion of “benefit” can be subjective. Consider, for example, a freight logistics contract in which the entity has agreed to transport goods from Vancouver to New York City. Many respondents suggested that the customer receives no benefit from the entity’s performance until the goods are delivered to New York City. However, the Boards observed that the customer does benefit from the entity’s performance as it occurs because if the goods were delivered only part way (for example, to Chicago), another entity would not need to substantially reperform the entity’s performance to date—that is, another entity would not need to take the goods back to Vancouver to deliver them to New York City. The Boards observed that in those cases the assessment of whether another entity would need to substantially reperform the performance completed to date can be used as an objective basis for determining whether the customer receives benefit from the entity’s performance as it is provided.

BC127. The Boards decided that an entity should disregard any contractual or practical limitations when it assesses the “simultaneously receives and consumes” criterion and whether another entity would need to substantially reperform the performance completed to date. This is because the objective of

this criterion is to determine whether control of the goods or services has already been transferred to the customer. This is done by using a hypothetical assessment of what another entity would need to do if it were to take over the remaining performance. Thus, actual practical or contractual limitations on the remaining performance would have no bearing on the assessment of whether the entity has transferred control of the goods or services provided to date.

BC128. The Boards also observed that this criterion is not intended to apply to contracts in which the entity's performance is not immediately consumed by the customer, which would be typical in cases in which the entity's performance results in an asset (such as work in process). Consequently, an entity that applies Topic 606 to contracts in which the entity's performance results in an asset (which could be intangible) being created or enhanced should consider the criteria in paragraph 606-10-25-27(b) and (c).

Performance Creates or Enhances an Asset That the Customer Controls as It Is Created (Paragraph 606-10-25-27(b))

BC129. The Boards included this criterion to address situations in which an entity's performance creates or enhances an asset that a customer clearly controls as the asset is created or enhanced. In those cases, because the customer controls any work in process, the customer is obtaining the benefits of the goods or services that the entity is providing and, thus, the performance obligation is satisfied over time. For example, in the case of a construction contract in which the entity is building on the customer's land, the customer generally controls any work in process arising from the entity's performance.

BC130. The Boards observed that the basis for this criterion is consistent with the rationale for using the percentage-of-completion revenue recognition approach in previous revenue guidance in U.S. GAAP. That guidance acknowledged that in many construction contracts the entity has, in effect, agreed to sell its rights to the asset (that is, work in process) as the entity performs. Accordingly, the parties have agreed, in effect, to a continuous sale (that is, the customer controls the work in process) that occurs as the work progresses.

BC131. Many respondents explained that this criterion would be straightforward and helpful in cases in which the customer clearly controls the asset that is being constructed or enhanced. However, the Boards observed that for some performance obligations, it may be unclear whether the asset that is created or enhanced is controlled by the customer. Consequently, it may be more challenging to determine when control transfers in those cases, and, therefore, the Boards developed a third criterion in paragraph 606-10-25-27(c).

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 (Paragraph 606-10-25-27(c))

BC132. The Boards observed that in some cases applying the criteria in paragraph 606-10-25-27(a) and (b) could be challenging. Consequently, the Boards developed a third criterion to help with the assessment of control. The Boards observed that this criterion may be necessary for services that may be specific to a customer (for example, consulting services that ultimately result in a professional opinion for the customer) but also for the creation of tangible (or intangible) goods.

BC133. The notions of “alternative use” and “right to payment” are described in the following paragraphs.

Performance does not create an asset with an alternative use

BC134. The Boards developed the notion of “alternative use” to exclude the circumstances in which the entity’s performance would not result in the transfer of control of goods or services to the customer over time. This is because when the entity’s performance creates an asset with an alternative use to the entity, the entity could readily direct the asset to another customer and, therefore, the customer would not control the asset as it is being created. This may occur in the creation of many standard inventory-type items for which the entity has the discretion to substitute across different contracts with customers. In those cases, the customer cannot control the asset because the customer does not have the ability to restrict the entity from directing that asset to another customer.

BC135. Conversely, when an entity creates an asset that is highly customized for a particular customer, the asset would be less likely to have an alternative use. This is because the entity would incur significant costs to reconfigure the asset for sale to another customer (or would need to sell the asset for a significantly reduced price). In that case, the customer could be regarded as receiving the benefit of that performance and, consequently, as having control of the goods or services (that is, the asset being created) as the performance occurs. (However, an entity would also need to consider whether a right to payment exists to conclude that control transfers over time, see paragraphs BC142–BC148.)

BC136. In assessing whether the asset has an alternative use, the entity would need to consider practical limitations and contractual restrictions on directing the asset for another use. In determining whether the entity is limited practically from directing the asset for another use, the Boards decided that an entity should consider the characteristics of the asset that will ultimately be transferred to the customer. This is because, for some assets, it is not the period of time for which

the asset has no alternative use that is the critical factor in making the assessment but, instead, whether the asset that is ultimately transferred could be redirected without a significant cost of rework. This may occur in some manufacturing contracts in which the basic design of the asset is the same across all contracts, but the customization is substantial. Consequently, redirecting the asset in its completed state to another customer would require significant rework.

BC137. Although the level of customization might be a helpful factor to consider when assessing whether an asset has an alternative use, the Boards decided that it should not be a determinative factor. This is because in some cases (for example, some real estate contracts), an asset may be standardized but still may not have an alternative use to an entity as a result of substantive contractual restrictions that preclude the entity from readily directing the asset to another customer. If a contract precludes an entity from transferring an asset to another customer and that restriction is substantive, the entity does not have an alternative use for that asset because it is legally obliged to direct the asset to the customer. Consequently, this indicates that the customer controls the asset as it is created because the customer has the present ability to restrict the entity from directing that asset to another customer (an entity would also need to consider whether a right to payment exists to conclude that control of the asset transfers over time as it is created, see paragraphs BC142–BC148). The Boards observed that contractual restrictions are often relevant in real estate contracts but might also be relevant in other types of contracts.

BC138. The Boards also noted that contractual restrictions that provide a protective right to the customer would not be sufficient to establish that an asset has no alternative use to the entity. The Boards observed that a protective right typically results in the entity having the practical ability to physically substitute or redirect the asset without the customer being aware of or objecting to the change. For example, a contract might state that an entity cannot transfer a good because a customer has legal title to the goods in the contract. However, the customer's legal title to the goods is intended to protect the customer in the event of the entity's liquidation and the entity can physically substitute and redirect the goods to another customer for little cost. In this example, the contractual restriction is merely a protective right and does not indicate that control of the goods have transferred to the customer.

BC139. Some respondents observed that requiring an entity to consider contractual and practical restrictions in paragraph 606-10-25-27(c) seems to contradict the requirements in paragraph 606-10-55-6 to ignore contractual and practical limitations when applying the criterion in paragraph 606-10-25-27(a). The Boards noted that this difference is appropriate. Although the objective of both criteria is to assess when control transfers over time, each criterion provides a different method for assessing when that control transfers because the criteria were designed to apply to different scenarios.

BC140. The Boards decided that the assessment of alternative use should be completed only at contract inception and should not be updated. Otherwise, an entity would need to continually reassess whether the asset has an alternative use, which could lead to a pattern of performance (and, therefore, revenue recognition) that is not useful.

BC141. The Boards also decided that while the notion of alternative use is a necessary part of the criterion in paragraph 606-10-25-27(c), it is not enough to conclude that a customer controls an asset. Consequently, the Boards decided that to demonstrate that a customer controls an asset that has no alternative use as it is being created, an entity also must have an enforceable right to payment for performance completed to date.

The entity has an enforceable right to payment for performance completed to date

BC142. The Boards decided that there is a link between the assessment of control and the factors of no alternative use and a “right to payment.” This is because if an asset that an entity is creating has no alternative use to the entity, the entity is effectively constructing an asset at the direction of the customer. Consequently, the entity will want to be economically protected from the risk of the customer terminating the contract and leaving the entity with no asset or an asset that has little value to the entity. That protection will be established by requiring that if the contract is terminated, the customer must pay for the entity’s performance completed to date. This is consistent with other exchange contracts in which a customer typically would be obliged to pay only if it has received control of goods or services in the exchange. Consequently, the fact that the customer is obliged to pay for the entity’s performance (or, in other words, is unable to avoid paying for that performance) suggests that the customer has obtained the benefits from the entity’s performance.

BC143. The Boards intended the term *right to payment* to refer to a payment that compensates an entity for its performance completed to date rather than, for example, a payment of a deposit or a payment to compensate the entity for inconvenience or loss of profit. This is because the underlying objective of the criterion is to determine whether the entity is transferring control of goods or services to the customer as an asset is being created for that customer. Consequently, assuming there is rational behavior and that there are no broader perceived economic benefits that might exist outside the scope of the contract with the customer, the entity would only agree to transfer control of the goods or services to the customer if the entity is compensated for the costs associated with fulfilling the contract and it receives a profit margin that includes a return on those costs.

BC144. The Boards noted that the compensation to which the entity would be entitled upon termination by the customer might not always be the contract

margin because the value transferred to a customer in a prematurely terminated contract may not be proportional to the value if the contract was completed. However, the Boards decided that to demonstrate compensation for performance completed to date, the compensation should be based on a reasonable proportion of the entity's expected profit margin or be a reasonable return on the entity's cost of capital. Furthermore, the Boards noted that the focus should be on the amount to which the entity would be entitled upon termination rather than the amount to which the entity might ultimately be willing to settle for in a negotiation. Consequently, the Boards clarified their intention about what a "reasonable profit margin" is intended to represent in paragraph 606-10-55-11.

BC145. In addition, the Boards clarified that an entity need not have a present unconditional right to payment but, instead, it must have an enforceable right to demand and/or retain payment for performance completed to date if the customer were to terminate the contract without cause before completion. For example, consider a consulting contract in which the consulting entity agrees to provide a report at the end of the contract for a fixed amount that is conditional on providing that report. If the entity were performing under that contract, it would have a right to payment for performance completed to date if the terms of the contract (or other law) require the customer to compensate the entity for its work completed to date if the customer terminates the contract without cause before completion. The Boards clarified this notion because the contractual payment terms in the contract might not always align with the entity's enforceable rights to payment for performance completed to date.

BC146. A few respondents asked whether a 100 percent nonrefundable upfront payment would meet the "right to payment for performance completed to date" criterion (that is, because a 100 percent payment would at least compensate the entity for work completed to date throughout the contract). The Boards decided that that type of payment would meet that criterion if the entity's right to retain (and not refund) that payment would be enforceable if the customer terminated the contract. Furthermore, the Boards noted that the right to payment should be enforceable; otherwise, it is questionable whether the entity actually has a right to payment. Consequently, the Boards included the factors in paragraph 606-10-55-14 to help an entity determine whether the right to payment would be enforceable.

BC147. The Boards also decided to clarify that an entity could have an enforceable right to payment in some cases in which a customer might not have a right to terminate the contract or might have a right to terminate the contract only at specified times. This would be the case if the contract or other laws in the jurisdiction require the entity and the customer to complete their respective obligations (often referred to as specific performance).

Right to payment as a separate revenue recognition criterion

BC148. The Boards considered but rejected specifying a right to payment as a more overarching criterion in determining when revenue is recognized, for the following reasons:

- a. An entity must have a contract to recognize revenue in accordance with Topic 606, and a component of a contract is a right to payment.
- b. The core revenue recognition principle is about determining whether goods or services have been transferred to a customer, not whether the entity has a right to payment (although it is an important part of determining whether a contract exists—see paragraphs BC31–BC46). Including a right to payment as an overarching criterion for determining when a performance obligation is satisfied could have potentially overridden that revenue recognition principle.
- c. A right to payment does not necessarily indicate a transfer of goods or services (for example, in some contracts, customers are required to make nonrefundable upfront payments and do not receive any goods or services in exchange). In cases in which the customer clearly receives benefits as the entity performs, as in many service contracts, the possibility that the entity ultimately will not retain the payment for its performance is addressed in the measurement of revenue. For example, in some service contracts in which the customer simultaneously receives and consumes benefits as the entity performs, the customer may be able to terminate the contract and receive a full refund of any consideration paid. The Boards decided that in those cases, because the entity is transferring services to the customer, it should recognize revenue subject to an assessment of whether it should constrain the amount of the transaction price to which it is entitled (see paragraphs BC203–BC223).

Agreements for the construction of real estate

BC149. In developing the guidance for assessing when goods or services transfer to the customer, the Boards considered the diversity in practice from applying previous revenue recognition guidance in IFRS that was specific to the construction of real estate. That diversity in practice resulted from the difficulty in determining when control of real estate transferred to the customer over time by applying the previous IFRS revenue recognition criteria to complex contracts with different facts and circumstances.

BC150. The Boards envisage that the diversity in practice should be reduced by the guidance in paragraphs 606-10-25-27 through 25-29, which provides specific guidance for determining when goods or services transfer over time. However,

the Boards observe that the pattern of transfer may be different for different real estate contracts because it will depend on the relevant facts and circumstances of each contract. For example, some real estate contracts may result in an asset that cannot (under the terms of the contract) be readily directed to another customer (that is, the entity's performance does not create an asset with an alternative use to the entity), and the contracts require the customer to pay for performance completed to date (thus meeting the criterion in paragraph 606-10-25-27(c)). However, other real estate contracts that create an asset with no alternative use to the entity may not require the customer to pay for performance completed to date. Therefore, an entity would reach a different conclusion on the pattern of transfer for those contracts.

BC151. Some respondents applying IFRS in the residential real estate industry supported the addition of the criteria for determining whether a performance obligation is satisfied over time, because they reasoned it would assist them in assessing whether revenue could be recognized over time as construction of residential units in a multi-unit real estate development occurs. Other respondents in this industry explained that although they were able to conclude that their performance does not create an asset with an alternative use, they were unable to meet the "right to payment for performance completed to date" criterion. This would mean that they would be able to recognize revenue only at the point in time when each unit transfers to the customer (often only after construction is complete and the customer has physical possession), which they stated would be an inappropriate depiction of their performance.

BC152. However, the Boards concluded that if either of the criteria in paragraph 606-10-25-27(c) is not met, recognizing revenue over time would not faithfully depict the entity's performance and the entity's and the customer's respective rights and obligations in the contract. Furthermore, the Boards decided that clarifying the "no alternative use and right to payment for performance completed to date" criterion would ensure greater certainty and consistency in recognizing revenue for multi-unit residential real estate developments.

Performance Obligations Satisfied at a Point in Time (Paragraph 606-10-25-30)

BC153. The Boards decided that all performance obligations that do not meet the criteria for being satisfied over time should be accounted for as performance obligations satisfied at a point in time. For performance obligations satisfied at a point in time, the performance obligation is satisfied at the point in time when control of the goods or services transfers to the customer. The Boards included indicators of the transfer of control in paragraph 606-10-25-30.

BC154. Many respondents commented that the indicators were useful for contracts for the sales of goods to assist an entity in determining when it has transferred control of an asset (whether tangible or intangible). The Boards included the indicator "the customer has the significant risks and rewards of

ownership of the asset” because of comments from respondents who disagreed with the Boards’ initial proposal to eliminate considerations of the “risks and rewards of ownership” from the recognition of revenue. Respondents observed that risks and rewards can be a helpful factor to consider when determining the transfer of control, as highlighted by the IASB in IFRS 10, *Consolidated Financial Statements*, and can often be a consequence of controlling an asset. The Boards decided that adding risks and rewards as an indicator provides additional guidance, but does not change the principle of determining the transfer of goods or services on the basis of the transfer of control.

BC155. Some respondents questioned whether all of the indicators would need to be present for an entity to conclude that it had transferred control of a good or service. Some respondents also questioned what an entity should do if some but not all of the indicators were present. In their redeliberations, the Boards emphasized that the indicators in paragraph 606-10-25-30 are not a list of conditions that must be met before an entity can conclude that control of a good or service has transferred to a customer. Instead, the indicators are a list of factors that are often present if a customer has control of an asset and that list is provided to assist entities in applying the principle of control in paragraph 606-10-25-23.

BC156. The Boards considered including an indicator that the “design or function of the good or service is customer-specific.” However, the Boards decided not to include this indicator in Topic 606 because it would apply mainly to service contracts (for example, construction-type contracts) and it would be unnecessary in the light of the guidance for determining when performance obligations are satisfied over time. As described in paragraphs BC134–BC141, the notion of customer-specific design or function has been developed into the criterion of “an asset with no alternative use to the entity.”

BC157. Respondents also suggested additional indicators such as the entity’s lack of continuing involvement in the good or service (for example, a call option on a delivered good). The Boards included application guidance to help an entity assess the transfer of control in circumstances in which put or call options exist in a contract with a customer (see paragraphs BC422–BC433).

Measuring Progress toward Complete Satisfaction of a Performance Obligation (Paragraphs 606-10-25-31 through 25-37 and 606-10-55-16 through 55-21)

BC158. The Boards decided that when an entity determines that a performance obligation is satisfied over time, it should determine how much revenue to recognize in each reporting period by measuring its progress toward complete satisfaction of the performance obligation.

BC159. There are various methods that an entity might use to measure its progress toward complete satisfaction of a performance obligation. Because of

the breadth of the scope of Topic 606, the Boards decided that it would not be feasible to consider all possible methods and prescribe when an entity should use each method. Accordingly, an entity should use judgment when selecting an appropriate method of measuring progress toward complete satisfaction of a performance obligation. That does not mean that an entity has a “free choice.” The guidance states that an entity should select a method of measuring progress that is consistent with the clearly stated objective of depicting the entity’s performance—that is, the satisfaction of an entity’s performance obligation in transferring control of goods or services to the customer.

BC160. To meet that objective of depicting the entity’s performance, an entity would need to consider the nature of the promised goods or services and the nature of the entity’s performance. For example, in a typical health club contract, the entity’s promise is to stand ready for a period of time (that is, by making the health club available), rather than providing a service only when the customer requires it. In this case, the customer benefits from the entity’s service of making the health club available. This is evidenced by the fact that the extent to which the customer uses the health club does not, in itself, affect the amount of the remaining goods or services to which the customer is entitled. In addition, the customer is obliged to pay the consideration regardless of whether it uses the health club. Consequently, in those cases, the entity would need to select a measure of progress based on its service of making goods or services available instead of when the customer uses the goods or services made available to them.

BC161. The Boards decided that an entity should apply the selected method for measuring progress consistently for a particular performance obligation and also across contracts that have performance obligations with similar characteristics. An entity should not use different methods to measure its performance in satisfying the same or similar performance obligations, otherwise that entity’s revenue would not be comparable in different reporting periods. The Boards also noted that if an entity were permitted to apply more than one method to measure its performance in fulfilling a performance obligation, it would effectively bypass the guidance on identifying performance obligations.

BC162. Although the Boards did not consider all possible methods and prescribe when an entity should use each method, they observed that there are broadly two methods that the entity might consider when determining the method of measuring progress toward complete satisfaction of the performance obligation—that is, output and input methods. Guidance on the application of those methods is included in the implementation guidance (see paragraphs 606-10-55-16 through 55-21).

Output Methods

BC163. Output methods recognize revenue on the basis of direct measurements of the value to the customer of the goods or services transferred

to date (for example, surveys of performance completed to date, appraisals of results achieved, milestones reached, time elapsed, and units delivered or units produced). When applying an output method, “value to the customer” refers to an objective measure of the entity’s performance in the contract. However, value to the customer is not intended to be assessed by reference to the market prices or standalone selling prices of the individual goods or services promised in the contract, nor is it intended to refer to the value that the customer perceives to be embodied in the goods or services.

BC164. The Boards decided that, conceptually, an output measure is the most faithful depiction of an entity’s performance because it directly measures the value of the goods or services transferred to the customer. However, the Boards observed that it would be appropriate for an entity to use an input method if that method would be less costly and would provide a reasonable proxy for measuring progress.

BC165. In the redeliberations, some respondents, particularly those in the contract manufacturing industry, requested the Boards to provide more guidance on when units of delivery or units of production methods would be appropriate. Those respondents observed that such methods appear to be output methods and, therefore, questioned whether they would always provide the most appropriate depiction of an entity’s performance. The Boards observed that such methods may be appropriate in some cases; however, they may not always result in the best depiction of an entity’s performance if the performance obligation is satisfied over time. This is because a units-of-delivery or a units-of-production method ignores the work in process that belongs to the customer. When that work in process is material to either the contract or the financial statements as a whole, the Boards observed that using a units of delivery or a units of production method would distort the entity’s performance because it would not recognize revenue for the assets that are created before delivery or before production is complete but are controlled by the customer.

BC166. The Boards also observed that a units-of-delivery or a units-of-production method may not be appropriate if the contract provides both design and production services because, in this case, each item produced or delivered may not transfer an equal amount of value to the customer. However, a units-of-delivery method may be an appropriate method for measuring progress for a long-term manufacturing contract of standard items that individually transfer an equal amount of value to the customer on delivery. Thus, the Boards clarified that in selecting an output method for measuring progress and determining whether a units-of-delivery or a units-of-production method is appropriate, an entity should consider its facts and circumstances and select the method that depicts the entity’s performance and the transfer of control of the goods or services to the customer.

BC167. The Boards also decided that, in some circumstances, as a practical expedient, another appropriate output method is to recognize revenue at the

amount of consideration to which an entity has a right to invoice. This method is appropriate if the amount of consideration that the entity has a right to invoice corresponds directly with the value to the customer of each incremental good or service that the entity transfers to the customer (that is, the entity's performance completed to date). This may occur, for example, in a services contract in which an entity invoices a fixed amount for each hour of service provided.

Input Methods

BC168. Input methods recognize revenue on the basis of an entity's efforts or inputs toward satisfying a performance obligation (for example, resources consumed, labor hours expended, costs incurred, time elapsed, or machine hours used) relative to the total expected inputs to satisfy the performance obligation.

BC169. In some contracts, an entity promises to transfer both goods and services to a customer, but the customer takes control of the goods, which represent a significant part of the performance obligation, at a different time from that of the services (for example, the customer obtains control of the goods before they are installed). If those goods and services are not distinct, then the entity would have a single performance obligation. Because there is diversity in practice about how to apply an input method to measure progress in such situations, the Boards decided to provide additional guidance related to uninstalled materials.

Uninstalled materials

BC170. The Boards decided to clarify that the adjustment to the input method for uninstalled materials is intended to ensure that the input method meets the objective of measuring progress toward complete satisfaction of a performance obligation, as described in paragraph 606-10-25-31—that is, to depict an entity's performance.

BC171. The Boards observed that if a customer obtains control of the goods before they are installed by an entity, then it would be inappropriate for the entity to continue to recognize the goods as inventory. Instead, the entity should recognize revenue for the transferred goods in accordance with the core principle of Topic 606. The Boards also observed that if the entity applies a cost-to-cost method of measuring progress (that is, costs incurred compared with total expected costs), the entity might (in the absence of clear guidance) include the cost of the goods in the cost-to-cost calculation and, therefore, recognize a contract-wide profit margin for the transfer of the goods. The Boards noted that recognizing a contract-wide profit margin before the goods are installed could overstate the measure of the entity's performance and, therefore, revenue would be overstated. Alternatively, requiring an entity to estimate a profit margin that is different from the contract-wide profit margin could be complex and could

effectively create a performance obligation for goods that are not distinct (thus bypassing the guidance for identifying performance obligations). Therefore, the Boards decided that, in specified circumstances, an entity should recognize revenue for the transfer of the goods but only in an amount equal to the cost of those goods. In those circumstances, an entity also should exclude the costs of the goods from the cost-to-cost calculation to be consistent with the cost-to-cost methodology.

BC172. The Boards noted that the adjustment to the cost-to-cost measure of progress for uninstalled materials is generally intended to apply to a subset of goods in a construction-type contract—that is, only to those goods that have a significant cost relative to the contract and only if the entity is essentially providing a simple procurement service to the customer. For goods that meet the conditions in paragraph 606-10-55-21(b), recognizing revenue to the extent of the costs of those goods ensures that the depiction of the entity's profit (or margin) in the contract is similar to the profit (or margin) that the entity would recognize if the customer had supplied those goods themselves for the entity to install or use in the construction activity.

BC173. Some respondents disagreed with the guidance that an entity recognize a profit margin of zero on the transfer of the uninstalled materials to the customer. In their view, recognizing different profit margins for different parts of a single performance obligation is inconsistent with the principle of identifying performance obligations. Other respondents disagreed with recognizing revenue for uninstalled materials at a zero profit margin because it might not properly depict an entity's rights under the contract (for example, if the entity was entitled on termination of the contract to a payment at an amount that reflects the contract-wide margin for all work performed, including the transfer of uninstalled materials to the customer).

BC174. The Boards considered those arguments but decided that the adjustment to the input method specified in paragraph 606-10-55-21(b) will ensure that the input method meets the objective of measuring progress to depict an entity's performance. The Boards disagreed with the concern raised by some respondents that paragraph 606-10-55-21(b) is inconsistent with the principle of identifying performance obligations. Although the outcome of applying paragraph 606-10-55-21(b) is that some goods or services that are part of a single performance obligation attract a margin, while any uninstalled materials attract only a zero margin, that difference arises only as a consequence of the need to adjust the cost-to-cost calculation so that the input method faithfully depicts the entity's performance in the contract.

BC175. To be consistent with their decision on uninstalled materials, the Boards also clarified that if an entity selects an input method such as cost-to-cost to measure its progress, the entity should adjust the measure of progress if including some of those costs incurred (for example, inefficiencies and wasted materials) would distort the entity's performance in the contract.

Inefficiencies and wasted materials

BC176. Paragraph 606-10-55-21 acknowledges that a shortcoming of input methods is that there may not be a direct relationship between an entity's inputs and the transfer of control of goods or services to a customer. This would be the case if the cost-to-cost method includes costs attributable to wasted materials or other inefficiencies that do not contribute to the satisfaction of a performance obligation. Consequently, an entity should exclude the effects of any inputs that do not depict the transfer of control of goods or services to the customer (for example, the costs of wasted materials, labor, or other resources to fulfill the contract that were not reflected in the price of the contract). In that regard, the guidance in paragraph 606-10-55-21 can be viewed as a reminder that a mechanical application of the cost-to-cost method might not always provide a faithful depiction of the entity's performance.

BC177. As part of their redeliberations, the Boards considered whether more guidance should be provided on the notions of *inefficiency* and *wasted materials*. For instance, some respondents asked if the assessment should focus on entity-specific inefficiencies or market-driven inefficiencies, and some requested a clear distinction between the accounting for normal expected wasted materials and the accounting for abnormal wasted materials.

BC178. The Boards acknowledged the concerns but decided that it would not be feasible to develop additional guidance that would clearly and consistently identify the costs of inefficiencies and wasted materials that should be excluded from a cost-to-cost measure of progress. Instead, the Boards decided to emphasize that the objective of measuring progress toward complete satisfaction of the performance obligation is to depict an entity's performance in the contract and, therefore, a cost-to-cost calculation may require adjustment if some of the costs incurred do not contribute to the progress in the contract.

Reasonable Measures of Progress

BC179. The Boards clarified that when selecting a method to measure progress and, thus, determining when to recognize revenue, an entity should recognize revenue for its performance only if it can reasonably measure its progress toward complete satisfaction of the performance obligation. Some asked whether an entity's inability to measure progress would mean that costs also would be deferred. However, the Boards observed that unless the entity can recognize an asset from the costs to fulfill a contract in accordance with paragraph 340-40-25-5, those costs would not represent an asset of the entity and, therefore, should be recognized as expenses as they are incurred.

BC180. The Boards also concluded that in cases in which an entity cannot reasonably measure its progress toward complete satisfaction of a performance obligation, but nevertheless expects eventually to recover the costs incurred in satisfying the performance obligation, the entity should recognize at least some

amount of revenue to reflect the fact that it is making progress in satisfying the performance obligation. Consequently, the Boards decided that in those cases, an entity should recognize revenue for the satisfaction of the performance obligation only to the extent of the costs incurred. (That method is consistent with previous revenue recognition guidance in both IFRS and U.S. GAAP for measuring progress.) However, the Boards also decided that an entity should stop using that method when it can reasonably measure its progress toward complete satisfaction of the performance obligation.

Measurement of Revenue (Paragraphs 606-10-32-1 through 32-45)

BC181. The Boards decided that an entity should measure revenue based on an allocated transaction price approach. Using that approach, an entity allocates the transaction price to each performance obligation at an amount that depicts the amount of consideration to which the entity expects to be entitled in exchange for satisfying each performance obligation. That allocation determines the amount of revenue that an entity recognizes when (or as) it satisfies each performance obligation. Most respondents supported the allocated transaction price approach.

BC182. The Boards considered, but rejected, an alternative measurement approach, which would have been to measure the remaining performance obligations directly at the end of each reporting period. The Boards observed that this alternative would have made accounting for the contract more complex. In addition, the Boards expected that in many cases it would have provided users of financial statements with little additional information, either because the values of goods or services promised are not inherently volatile or because the effect of any volatility that might exist is limited when an entity transfers the goods or services to the customer over a relatively short time. Paragraphs BC25–BC27 include additional discussion on rejected measurement approaches.

BC183. The allocated transaction price approach generally requires an entity to follow three main steps to determine the amount of revenue that can be recognized for satisfied performance obligations. Those steps are as follows:

- a. Determine the transaction price for the contract
- b. Allocate the transaction price to performance obligations
- c. Recognize revenue at the amount allocated to the satisfied performance obligation.

Determining the Transaction Price (Paragraphs 606-10-32-2 through 32-27)

BC184. Determining the transaction price is an important step in the revenue recognition model because the transaction price is the amount that an entity

allocates to the performance obligations in a contract and ultimately recognizes as revenue.

BC185. The Boards decided to define the transaction price as the amount of consideration to which an entity expects to be entitled in exchange for transferring goods or services. Consequently, the objective in determining the transaction price at the end of each reporting period is to predict the total amount of consideration to which the entity will be entitled from the contract. In developing Topic 606, the Boards decided that the transaction price should not be adjusted for the effects of the customer's credit risk (see paragraphs BC259–BC265) unless the contract includes a significant financing component (see paragraphs BC229–BC247).

BC186. The Boards clarified that the transaction price should include only amounts (including variable amounts) to which the entity has rights under the present contract. For example, the transaction price does not include estimates of consideration from the future exercise of options for additional goods or services or from future change orders. Until the customer exercises the option or agrees to the change order, the entity does not have a right to consideration.

BC187. The Boards also clarified that the amounts to which the entity has rights under the present contract can be paid by any party (that is, not only by the customer). For example, in the healthcare industry, an entity may determine the transaction price based on amounts to which it will be entitled to payment from the patient, insurance companies, and/or governmental organizations. This may also occur in other industries in which an entity receives a payment from a manufacturer as a result of the manufacturer issuing coupons or rebates directly to the entity's customer. However, it would not include amounts collected on behalf of another party such as some sales taxes and value added taxes in some jurisdictions.

BC188. Determining the transaction price when a customer promises to pay a fixed amount of cash consideration (that is, an amount that will not vary) will be simple. However, determining the transaction price may be more difficult in the following cases:

- a. The promised amount of consideration is variable (see paragraphs BC189–BC202), which will also require an entity to consider whether it should constrain the estimated amount of consideration to be included in the transaction price (see paragraphs BC203–BC223).
- b. The contract has a significant financing component (see paragraphs BC229–BC247).
- c. The promised amount of consideration is in a form other than cash (see paragraphs BC248–BC254).
- d. There is consideration payable to the customer by the entity (see paragraphs BC255–BC258).

Variable Consideration (Paragraphs 606-10-32-5 through 32-14)

BC189. The Boards noted that in contracts with customers in which the promised consideration is variable, an entity needs to estimate the amount of consideration to which the entity expects to be entitled. Consequently, the Boards decided to provide guidance that addresses:

- a. Identifying when variable consideration is present in a contract with a customer (see paragraphs BC190–BC194)
- b. The methods for estimating variable consideration (see paragraphs BC195–BC202)
- c. When those estimates of variable consideration should be constrained and, thus, not included in the transaction price (see paragraphs BC203–BC223)
- d. How to account for subsequent changes in the transaction price (see paragraphs BC224–BC228).

Identifying Variable Consideration

BC190. The Boards noted that variable consideration can arise in any circumstance in which the consideration to which the entity will be entitled under the contract may vary. The examples in paragraph 606-10-32-6 include common types of variable consideration that may occur in a contract with a customer.

BC191. The Boards observed that consideration can be variable even in cases in which the stated price in the contract is fixed. This is because the entity may be entitled to the consideration only upon the occurrence or nonoccurrence of a future event. Consider, for example, a fixed-price service contract in which the customer pays upfront and the terms of the contract provide the customer with a full refund of the amount paid if the customer is dissatisfied with the service at any time. In those cases, the consideration is variable because the entity might be entitled to all of the consideration or none of the consideration if the customer exercises its right to a refund.

BC192. The contract will often specify the terms that result in the consideration being classified as variable. However, in some cases the promised consideration may be variable because the facts and circumstances indicate that the entity may accept a lower price than that stated in the contract (that is, the contract contains an implicit price concession). The Boards observed that an entity's customary business practices, published policies, or specific statements may provide evidence that the entity is willing to accept a lower price in exchange for the promised goods and services. For example, an entity might grant a price concession to a customer for goods that were previously sold to that customer to enable the customer to discount the goods and, therefore, more easily sell them to a third party. The Boards noted that in many cases, price concessions are

likely to be granted to enhance a customer relationship to encourage future sales to that customer.

BC193. The Boards decided that an entity also should consider all facts and circumstances to determine whether the entity will accept a lower amount of consideration than the price stated in the contract. For example, an entity might enter into a contract with a new customer with a strategy to develop the customer relationship. In that case, although there may not be past evidence that the entity will provide a price concession, there may be other factors present that result in the entity concluding that it will accept a lower price than that stated in the contract.

BC194. The Boards observed that in some cases it may be difficult to determine whether the entity has implicitly offered a price concession or whether the entity has chosen to accept the risk of default by the customer of the contractually agreed-upon consideration (that is, customer credit risk). The Boards noted that an entity should use judgment and consider all relevant facts and circumstances in making that determination. The Boards observed that this judgment was being applied under previous revenue recognition guidance. Consequently, the Boards decided not to develop detailed guidance for differentiating between a price concession and impairment losses.

The Method for Estimating the Variable Consideration

BC195. The Boards decided to specify that an entity should estimate variable consideration using either the expected value or the most likely amount, depending on which method the entity expects will better predict the amount of consideration to which the entity will be entitled (see paragraph 606-10-32-8). The Boards noted that this is not intended to be a “free choice”; an entity needs to consider which method it expects to better predict the amount of consideration to which it will be entitled and apply that method consistently for similar types of contracts.

BC196. The Boards concluded on the methods to estimate the transaction price in response to the feedback on the 2010 Exposure Draft. That Exposure Draft proposed that when the consideration in a contract is variable, an entity should measure the transaction price (at its expected value) using only a probability-weighted method. A probability-weighted method reflects the full range of possible consideration amounts, weighted by their respective probabilities. Many respondents to the 2010 Exposure Draft disagreed with measuring the transaction price using a probability-weighted method because they reasoned it would:

- a. Add complexity and be costly to apply
- b. Impede the reporting of meaningful results in all circumstances because, for example, it could result in an entity determining the transaction price at an amount of consideration that the entity could never obtain under the contract.

BC197. Some respondents suggested that the Boards not specify a measurement model and, instead, require that the transaction price be determined using management's best estimate. Many noted that this would provide management with the flexibility to estimate on the basis of its experience and available information without the documentation that would be required when a measurement model is specified.

BC198. In their redeliberations, the Boards reaffirmed their decision to specify an objective and an appropriate measurement method for estimating the transaction price. This is because specifying an objective and an appropriate measurement method would provide the necessary framework to ensure rigor in the process of estimation. Furthermore, without such a framework, the measurement of revenue might not be understandable to users of financial statements and might lack comparability between entities.

BC199. However, in their redeliberations, the Boards reconsidered what the appropriate measurement method(s) should be. They noted that a probability-weighted method reflects all of the uncertainties existing in the transaction price at the end of the reporting period. Therefore, it best reflects the conditions that are present at the end of each reporting period. For instance, it reflects the possibility of receiving a greater amount of consideration as well as the risk of receiving a lesser amount. However, the Boards observed that users of financial statements are most interested in knowing the total amount of consideration that ultimately will be realized from the contract. Consequently, the Boards decided that for the estimate of the transaction price to be meaningful at the end of each reporting period, it should be an amount that the entity expects to better predict the amount of consideration to which it will be entitled (the Boards decided to address the issue of credit risk separately—see paragraphs BC259–BC265).

BC200. The Boards observed that in some cases, a probability-weighted estimate (that is, an expected value) predicts the amount of consideration to which an entity will be entitled. For example, that is likely to be the case if the entity has a large number of contracts with similar characteristics. However, the Boards agreed with respondents that an expected value may not always faithfully predict the consideration to which an entity will be entitled. For example, if the entity is certain to receive one of only two possible consideration amounts in a single contract, the expected value would not be a possible outcome in accordance with the contract and, therefore, might not be relevant in predicting the amount of consideration to which the entity will be entitled. The Boards decided that in those cases, another method—the most likely amount method—is necessary to estimate the transaction price. This is because the most likely amount method identifies the individual amount of consideration in the range of possible consideration amounts that is more likely to occur than any other individual outcome.

BC201. Theoretically, although an entity using the most likely amount method must consider all possible outcomes to identify the most likely one, in practice,

there is no need to quantify the less probable outcomes. Similarly, in practice, estimating the expected value using a probability-weighted method does not require an entity to consider all possible outcomes using complex models and techniques even if an entity has extensive data and can identify many outcomes. In many cases, a limited number of discrete outcomes and probabilities can often provide a reasonable estimate of the distribution of possible outcomes. Therefore, the Boards decided that neither of the two approaches should be too costly or complex to apply.

BC202. The Boards also decided that, to provide better information to users, an entity should apply one method consistently throughout the contract when estimating the effect of an uncertainty on the amount of variable consideration to which the entity expects to be entitled. However, the Boards observed that this would not mean an entity would need to use one method to measure each uncertainty in a single contract. Instead, an entity may use different methods for different uncertainties.

Constraining Estimates of Variable Consideration

BC203. The Boards decided that to provide useful information to users of financial statements, some estimates of variable consideration should not be included in the transaction price. This would be the case if the estimate of variable consideration (and consequently the amount of revenue recognized) is too uncertain and, therefore, may not faithfully depict the consideration to which the entity will be entitled in exchange for the goods or services transferred to the customer. In that case, the Boards decided that an entity should constrain the estimate of variable consideration to be included in the transaction price.

BC204. Many respondents agreed that it was necessary to include some form of constraint on the recognition of revenue that results from variable consideration because a significant portion of errors in financial statements under previous revenue recognition guidance have related to the overstatement or premature recognition of revenue. However, the Boards noted that their intention was not to eliminate the use of estimates, which are commonplace and necessary in financial reporting, but instead to ensure that those estimates are robust and result in useful information. This is because revenue is an important metric and users of financial statements explained that it is critical that those estimates of variable consideration be included in revenue only when there is a high degree of confidence that revenue will not be reversed in a subsequent reporting period.

BC205. In developing the requirements for constraining estimates of variable consideration, the Boards considered the following:

- a. The objective of constraining estimates of variable consideration and specifying a level of confidence (see paragraphs BC206–BC213)
- b. Application of the requirements for constraining estimates of variable consideration and sales-based and usage-based royalties on licenses of intellectual property (see paragraphs BC214–BC219)

- c. Whether the requirements for constraining estimates of variable consideration should be included in the determination of the transaction price (Step 3 of the revenue recognition model) or the determination of the cumulative amount of revenue recognized when a performance obligation is satisfied (Step 5 of the revenue recognition model) (see paragraphs BC220–BC223).

The objective of constraining estimates of variable consideration and specifying a level of confidence

BC206. In their redeliberations, the Boards decided that it would be helpful to clarify the objective for constraining estimates of variable consideration. In making their decision, the Boards considered the feedback received from users of financial statements. The majority of users of financial statements that were consulted indicated that the most relevant measure for revenue in a reporting period would be one that will not result in a significant reversal in a subsequent period. This is because an amount that would not reverse in the future would help users of financial statements better predict future revenues of an entity. Therefore, the Boards decided that the focus for constraining revenue should be on possible downward adjustments (that is, revenue reversals), rather than on all revenue adjustments (that is, both downward and upward adjustments). Specifically, the Boards decided that an entity should include some or all of an estimate of variable consideration in the transaction price only to the extent it is probable that a significant revenue reversal will not occur.

BC207. The Boards acknowledge that the requirement to constrain estimates of variable consideration and the objective they have defined creates a tension with the notion of neutrality in the Boards' respective conceptual frameworks. This is because the Boards' decision introduces a downward bias into estimates that will be included in the transaction price. However, the Boards decided that this bias was reasonable because users of financial statements indicated that revenue is more relevant if it is not expected to be subject to significant future reversals.

BC208. In the redeliberations, preparers and auditors indicated that meeting the objective of constraining estimates of variable consideration would be difficult if no level of confidence was specified, for instance, if the Boards merely specified that an entity should include variable consideration to the extent that it expects that doing so would not result in a significant revenue reversal. Many also observed that omitting a level of confidence from the objective could result in diversity in practice if entities interpreted the implicit confidence level in different ways (for example, some might interpret the implicit confidence level as virtually certain, while others might presume it to mean more likely than not).

BC209. Consequently, the Boards decided that specifying a level of confidence would provide clarity and, thus, ensure more consistent application of the guidance to constrain estimates of variable consideration. In determining the

appropriate level of confidence, the Boards considered whether they could use the proposal in the 2011 Exposure Draft that constrained revenue to the amount to which an entity would be *reasonably assured* to be entitled. However, many respondents to the 2011 Exposure Draft were unsure about what the Boards intended by using the term *reasonably assured*. Those respondents observed that the term is used elsewhere in IFRS, U.S. GAAP, and auditing guidance and further noted that its meaning often is interpreted differently in those contexts.

BC210. The Boards also considered using terminology that has not previously been used in U.S. GAAP and IFRS. However, the Boards decided that any new term that was used might result in diversity in practice, because entities might interpret the new term in different ways. Consequently, the Boards decided that the most appropriate level of confidence would be *probable* for U.S. GAAP and *highly probable* for IFRS as a result of the usage of those terms in existing guidance.

BC211. The Boards observed that the term *probable* is widely used and understood in practice in the United States and is defined in U.S. GAAP as “the future event or events are likely to occur” (Topic 450, Contingencies). In contrast, the term *probable* is defined in IFRS as “more likely than not” (IFRS 5, *Non-current Assets Held for Sale and Discontinued Operations*, and IAS 37, *Provisions, Contingent Liabilities and Contingent Assets*). Therefore, to achieve the same meaning in IFRS as U.S. GAAP, the Boards decided to use the term *probable* for U.S. GAAP purposes and *highly probable* for IFRS purposes. The Boards noted that this is consistent with the approach that the IASB adopted in developing IFRS 5, for which the IASB used the term *highly probable* to achieve the same meaning as *probable* in U.S. GAAP (see paragraph BC81 of IFRS 5).

BC212. The Boards observed that the analysis an entity would undertake to determine if its estimate met the required level of confidence would still be largely qualitative. Specifically, that analysis would require the entity to use judgment and consider the factors in paragraph 606-10-32-12 to assess whether it was probable that a significant revenue reversal would not occur. In other words, the Boards did not expect that an entity would need to prepare a quantitative analysis each time it assessed the likelihood of whether a significant revenue reversal could occur. Therefore, the Boards concluded that including a confidence level would not result in application of the guidance that is too costly or complex.

BC213. The factors in paragraph 606-10-32-12 were derived in part from previous guidance in U.S. GAAP on estimating sales returns. Those indicators also were proposed in the 2010 and the 2011 Exposure Drafts, and respondents generally agreed that the indicators were relevant and helpful. In their redeliberations, the Boards also decided to add an indicator in paragraph 606-10-32-12(d) to address the circumstances in which there is no explicit requirement to adjust the price stated in the contract, but the entity has a past practice of offering a broad range of price concessions (or similar types of price

adjustments). This is because the Boards observed that a practice of offering a broad range of price concessions would increase the probability that a significant revenue reversal would occur if the entity included the contractual amount of consideration in the transaction price.

Application of the requirements to constrain estimates of variable consideration

BC214. The guidance for constraining estimates of variable consideration first requires an entity to estimate the consideration to which the entity will be entitled (see paragraph 606-10-32-8). The entity then assesses whether the objective of the guidance for constraining estimates of variable consideration can be met—that is, by determining whether it is probable that a significant revenue reversal will not occur when the uncertainty associated with the variable consideration is subsequently resolved. If the entity determines that it is probable that the inclusion of its estimate will not result in a significant revenue reversal, that amount is included in the transaction price.

BC215. Although some respondents explained that they reasoned that this guidance would inappropriately require a two-step process, the Boards observed that an entity would not be required to strictly follow those two steps if the entity's process for estimating variable consideration already incorporates the principles on which the guidance for constraining estimates of variable consideration is based. For example, an entity might estimate revenue from sales of goods with a right of return. In that case, the entity might not practically need to estimate the expected revenue and then apply the constraint guidance to that estimate, if the entity's calculation of the estimated revenue incorporates the entity's expectations of returns at a level at which it is probable that the cumulative amount of revenue recognized would not result in a significant revenue reversal.

BC216. The guidance for constraining estimates of variable consideration requires an entity to assess whether a significant revenue reversal would not occur for the amount of cumulative revenue recognized for a satisfied (or partially satisfied) performance obligation. This is because the Boards did not intend for an entity to inappropriately recognize revenue by offsetting the risk of a future revenue reversal for a satisfied (or partially satisfied) performance obligation against expected revenue from future performance.

BC217. The guidance for constraining estimates of variable consideration also requires an entity to assess the magnitude of a significant revenue reversal for both variable consideration and fixed consideration. For example, if the consideration for a single performance obligation included a fixed amount and a variable amount, the entity would assess the magnitude of a possible revenue reversal of the variable amount relative to the total consideration (that is, variable and fixed consideration). This is because the objective of constraining estimates of variable consideration is focused on a possible revenue reversal of the amount

of cumulative revenue recognized for a performance obligation, rather than on a reversal of only the variable consideration allocated to that performance obligation.

BC218. The Boards noted that in some cases, when an entity applies the guidance for constraining estimates of variable consideration, the entity might determine that it should not include the entire estimate of the variable consideration in the transaction price when it is not probable that doing so would not result in a significant revenue reversal. However, the entity might determine that it is probable that including some of the estimate of the variable consideration in the transaction price would not result in a significant revenue reversal. The Boards decided that, in such cases, the entity should include that amount in the estimate of the transaction price. Respondents to both the 2010 and the 2011 Exposure Drafts supported including some of the variable consideration in the transaction price (and therefore recognizing that portion as revenue when the entity satisfies the related performance obligation) if including that amount would meet the objective of the guidance for constraining estimates of variable consideration.

BC219. However, the Boards decided that for a license of intellectual property for which the consideration is based on the customer's subsequent sales or usage, an entity should not recognize *any* revenue for the uncertain amounts until the uncertainty is resolved (that is, when the customer's subsequent sales or usage occurs). The Boards included this guidance because both users and preparers of financial statements generally indicated that if an entity recognized a minimum amount of revenue for those contracts it would not provide relevant information (see paragraph BC415–BC421).

Constraining the estimate of the transaction price (Step 3) or constraining the cumulative amount of revenue that is recognized (Step 5)

BC220. During the development of the guidance for constraining estimates of variable consideration, the Boards considered where in the revenue recognition model it would be most appropriate to apply that guidance.

BC221. Some respondents suggested that if the objective is to constrain the measurement of revenue, it might be more appropriate to constrain the transaction price (that is, include a constraint at Step 3). In contrast, if the objective is to limit the amount of revenue recognized, it might be more appropriate to constrain the cumulative amount of revenue recognized (that is, include a constraint at Step 5). However, the Boards observed that those are not truly independent objectives because the measurement of revenue determines the amount of revenue recognized. In other words, the guidance for constraining estimates of variable consideration restricts revenue recognition and uses measurement uncertainty as the basis for determining if (or how much) revenue

should be recognized. The Boards noted that applying the guidance for constraining estimates of variable consideration to the transaction price or to the cumulative amount of revenue recognized should have an equal effect on the amount of revenue recognized in a contract.

BC222. Consequently, the Boards decided that the guidance for constraining estimates of variable consideration should be incorporated into the determination of the transaction price because feedback from respondents indicated that this would be consistent with the way in which management often considers variable consideration.

BC223. Respondents in the asset management and hotel management industries questioned whether constraining the transaction price would result in a pattern of revenue recognition that would faithfully depict their performance under the contract. In many of the contracts in those industries, when a portion of the variable consideration becomes fixed, it relates only to the performance for the period. The Boards observed that the allocation guidance for variable consideration (see paragraphs BC284–BC293) would ensure that the revenue recognized would faithfully depict the performance in such a contract.

Subsequent Changes in the Transaction Price

BC224. After contract inception, an entity will revise its expectations about the amount of consideration to which it expects to be entitled as uncertainties are resolved or as new information about remaining uncertainties becomes available. To depict conditions that exist at the end of each reporting period (and changes in conditions during the reporting period), the Boards decided that an entity should update its estimate of the transaction price throughout the contract. The Boards concluded that reflecting current assessments of the amount of consideration to which the entity expects to be entitled will provide more useful information to users of financial statements than retaining the initial estimates, especially for long-term contracts that are subject to significant changes in conditions during the life of the contract.

BC225. The Boards considered whether an entity should do either of the following if the transaction price changes during a contract:

- a. Recognize those changes in profit or loss when the changes occur
- b. Allocate those changes to performance obligations.

BC226. The Boards rejected the alternative of recognizing the entire amount of a change in the estimate of the transaction price in profit or loss when that change occurs. In the Boards' view, that alternative could have resulted in a pattern of revenue recognition that would not faithfully depict the pattern of the transfer of goods or services. Moreover, recognizing revenue immediately (and entirely) for a change in the estimate of the transaction price would have been prone to abuse in practice. The Boards considered whether changes in the estimate of the transaction price could be presented as a gain or loss separately

from revenue, thus preserving the pattern of revenue recognition. However, the Boards rejected that alternative because the total amount of revenue recognized for the contract would not have equaled the amount of consideration to which the entity was entitled under the contract.

BC227. Instead, the Boards decided that an entity should allocate a change in the transaction price to all the performance obligations in the contract, subject to the conditions in paragraphs 606-10-32-42 through 32-45 (see paragraph BC286). This is because the cumulative revenue recognized will then depict the revenue that the entity would have recognized at the end of the subsequent reporting period, if the entity had the information at contract inception. Consequently, the transaction price that is allocated to performance obligations that already have been satisfied should be recognized as revenue (or as a reduction of revenue) immediately.

BC228. The Boards noted that in some cases, an entity might make an estimate of the amount of variable consideration to include in the transaction price at the end of a reporting period. However, information relating to the variable consideration might arise between the end of the reporting period and the date when the financial statements are authorized for issue. The Boards decided not to provide guidance on the accounting in these situations because they noted that the accounting for subsequent events is already addressed in Topic 855, Subsequent Events, and IAS 10, *Events after the Reporting Period*.

The Existence of a Significant Financing Component in the Contract (Paragraphs 606-10-32-15 through 32-20)

BC229. Some contracts with customers include a financing component. The financing component may be explicitly identified in the contract or may be implied by the contractual payment terms of the contract. A contract that has a financing component includes, conceptually, two transactions—one for the sale and one for the financing. The Boards decided to require an entity to adjust the promised amount of consideration for the effects of financing components if those financing components are significant, for the following reasons:

- a. Not recognizing a financing component could misrepresent the revenue of a contract. For example, if a customer pays in arrears, ignoring the financing component of the contract would result in full revenue recognition on the transfer of the good or service, despite the fact that the entity is providing a service of financing to the customer.
- b. In some contracts, entities (or customers) consider the timing of the cash flows in a contract. Consequently, identifying a significant financing component acknowledges an important economic feature of the contract, which is that the contract includes a financing arrangement as well as the transfer of goods or services. A contract in which the customer pays for a good or service when that good or service is transferred to the customer may be significantly different from a contract

in which the customer pays before or after the good or service is transferred in order to provide or receive a financing benefit.

BC230. The objective of adjusting the promised amount of consideration for the effects of a significant financing component is to reflect, in the amount of revenue recognized, the “cash selling price” of the underlying good or service at the time that the good or service is transferred. The Boards observed that adjusting the promised consideration to obtain the cash selling price may only be required when the timing of payments specified in the contract provides the customer or the entity with a significant benefit of financing the transfer of goods or services to the customer. This is because, in other cases, the timing of payments may be for a purpose other than financing, such as protection for nonperformance. This is described further in the following paragraphs.

Determining Whether a Contract Includes a Significant Financing Component

BC231. The Boards considered whether the guidance for identifying a financing component should be based only on whether payment is due either significantly before, or significantly after, the transfer of goods or services to the customer. However, a number of respondents explained that this might have required an entity to adjust for the time value of money when the parties did not contemplate a financing arrangement as part of the negotiated terms of the contract. Those respondents explained that, in some cases, although there is a significant period of time between the transfer of the goods or services and the payment, the reason for that timing difference is not related to a financing arrangement between the entity and the customer. The Boards agreed with those respondents and clarified their intention by specifying in paragraph 606-10-32-15 that an entity should adjust for financing only if the timing of payments specified in the contract provides the customer or the entity with a significant benefit of financing.

BC232. The Boards also decided to remove the term *time value of money* from the discussion about adjustments for financing components, to reflect their decision that the focus is on whether the payment terms provide the customer or the entity with a significant benefit of financing. This is because the term *time value of money* is a broader economic term that may suggest that it is necessary to adjust the promised amount of consideration in circumstances other than when the cash sales price may differ from the contractual payments. In addition, the Boards decided to refine the factors in paragraph 606-10-32-16 that an entity should consider when deciding whether a contract includes a significant financing component. Those factors require evaluation of:

- a. The difference, if any, between the amount of promised consideration and the cash selling price of the promised goods or services. If the entity (or another entity) sells the same good or service for a different amount of consideration depending on the timing of the payment terms, this generally provides observable data that the parties are aware that

there is a financing component in the contract. This factor is presented as an indicator because in some cases the difference between the cash selling price and the consideration promised by the customer is due to factors other than financing (see paragraph BC233).

- b. The combined effect of (1) the expected length of time between when the entity transfers the promised goods or services to the customer and when the customer pays for those goods or services and (2) the prevailing interest rates in the relevant market. Although the Boards decided that the difference in timing between the transfer of goods and services and payment for those goods and services is not determinative, the combined effect of timing and the prevailing interest rates may provide a strong indication that a significant benefit of financing is being provided.

BC233. In addition, the Boards included criteria in paragraph 606-10-32-17 to clarify the circumstances in which a contract does not provide the customer or the entity with a significant benefit of financing:

- a. The customer has 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. The Boards noted that for some types of goods or services, such as prepaid phone cards and customer loyalty points, the customer will pay for those goods or services in advance and the transfer of those goods or services to the customer is at the customer's discretion. The Boards expected that, in those cases, the purpose of the payment terms is not related to a financing arrangement between the parties. In addition, the Boards decided that the costs of requiring an entity to account for the time value of money in these cases would outweigh any perceived benefit because the entity would need to continually estimate when the goods or services will transfer to the customer.
- b. A substantial amount of the consideration promised by the customer is variable and that consideration varies on the basis of factors that are outside the control of the customer or the entity. The Boards observed that for some arrangements, the primary purpose of the specified timing or amount of the payment terms might not be to provide the customer or the entity with a significant benefit of financing but, instead, to resolve uncertainties that relate to the consideration for the goods or services. For example, in a royalty arrangement, the entity and the customer might not be willing to fix the price and timing of payment because there are significant uncertainties about the goods or services. The primary purpose of those payment terms may be to provide the parties with assurance of the value of the goods or services rather than to provide significant financing to the customer.
- 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 financing to either the customer or the entity. In some circumstances, a payment in advance or in arrears in accordance with the typical payment terms of an industry or jurisdiction may have a primary purpose other than financing. For example, a customer may retain or withhold some consideration that is payable only on successful completion of the contract or on achievement of a specified milestone. Alternatively, the customer might be required to pay some consideration up front to secure a future supply of limited goods or services. The primary purpose of those payment terms may be to provide the customer with assurance that the entity will complete its obligations satisfactorily under the contract, rather than to provide financing to the customer or the entity respectively.

BC234. The Boards also observed that for many contracts, an entity will not need to adjust the promised amount of customer consideration because the effects of the financing component will not materially change the amount of revenue that should be recognized in relation to a contract with a customer. In other words, for those contracts, the financing component will not be significant. During their redeliberations, the Boards clarified that an entity should only consider the *significance* of a financing component at a contract level rather than consider whether the financing is *material* at a portfolio level. The Boards decided that it would have been unduly burdensome to require an entity to account for a financing component if the effects of the financing component were not material to the individual contract, but the combined effects for a portfolio of similar contracts were material to the entity as a whole.

Practical Reliefs from the Significant Financing Component Guidance

BC235. Some previous guidance required an entity to recognize the effects of a significant financing component with a customer only if the time period exceeded a specified period, often one year. For example, Subtopic 835-30, Interest—Imputation of Interest, excluded “transactions with customers or suppliers in the normal course of business that are due in customary trade terms not exceeding approximately one year.” The Boards decided to include similar relief in Topic 606 from the guidance to account for a significant financing component in circumstances in which the period between when the entity transfers the promised goods or services to the customer, and when the customer pays for those goods or services, is one year or less (see paragraph 606-10-32-18). The Boards observed that, as with the other practical expedients in Topic 606, an entity should apply the practical expedient consistently to similar contracts in similar circumstances.

BC236. The Boards acknowledged that the relief could produce arbitrary outcomes in some cases because the financing component could be material for short-term contracts with high implicit interest rates and, conversely, could be

immaterial for long-term contracts with low implicit interest rates. However, the Boards decided to exempt an entity from accounting for the effects of any significant financing component on contracts with an expected duration of one year or less for the following reasons:

- a. Application of Topic 606 would be simplified. This is because an entity would not be required to:
 1. Conclude whether those contracts contain the attributes of a financing component that are significant to those contracts (see paragraph BC232)
 2. Determine the interest rate that is implicit within those contracts.
- b. The effect on the pattern of profit recognition should be limited because the exemption would only apply to financing arrangements that are expected to expire within 12 months (that is, when either the customer pays or the entity performs).

BC237. Some respondents also suggested that the Boards should exempt an entity from reflecting in the measurement of the transaction price the effect of a significant financing component associated with advance payments from customers. Those respondents commented that accounting for any effects of a significant financing component arising from advance payments would result in the following:

- a. Change previous practices in which entities typically did not recognize the effects of the financing implicit in advance payments
- b. Revenue that is higher than the cash received (for example, if the discount rate implicit in the contract resulted in the accretion of interest of \$21 over 2 years, revenue would be recognized in the amount of the \$121 rather than the \$100 in cash that was paid in advance)
- c. Not reflect the economics of the arrangement when the customer pays in advance for reasons other than financing (for example, the customer has significant credit risk or is compensating the entity for incurring upfront contract costs).

BC238. The Boards decided not to exempt an entity from accounting for the effects of a significant financing component for advance payments. This is because ignoring the effects of advance payments could substantially skew the amount and pattern of profit recognition if the advance payment is significant and the primary purpose of that payment is to provide financing to the entity. Consider the example in which an entity requires a customer to pay in advance for a long-term construction contract because the entity requires financing to obtain materials for the contract. If the entity did not require the customer to pay in advance, the entity would need to obtain the financing from a third party and, consequently, would charge the customer a relatively higher amount to cover the finance costs incurred. However, in either scenario the goods or services transferred to the customer are the same; it is only the party providing the financing to the entity that changes. Consequently, the entity's revenue should be

consistent regardless of whether it receives the significant financing benefit from the customer or from a third party.

Discount Rate

BC239. The Boards considered whether the discount rate used to adjust the promised amount of consideration for the effects of a significant financing component should be a risk-free rate or a risk-adjusted rate. A risk-free rate would have been observable and simple to apply in many jurisdictions and it would have avoided the costs of determining a rate specific to each contract. However, the Boards decided that using a risk-free rate would not result in useful information because the resulting interest rate would not have reflected the characteristics of the parties to the contract. In addition, the Boards noted that it would not necessarily have been appropriate to use any rate explicitly specified in the contract because the entity might offer “cheap” financing as a marketing incentive and, therefore, using that rate would not have resulted in an appropriate recognition of profit over the life of the contract. Consequently, the Boards decided that an entity should apply the rate used in a financing transaction between the entity and its customer that does not involve the provision of goods or services because that rate reflects the characteristics of the party receiving financing in the contract. That rate also reflects the customer’s creditworthiness, among other risks.

BC240. Some respondents mentioned that determining the discount rate that would be used in a separate financing transaction between an entity and a customer would be difficult and costly because most entities within the scope of Topic 606 do not enter into separate financing transactions with their customers. In addition, it would have been impractical for entities with large volumes of customer contracts to determine a discount rate specifically for each individual customer.

BC241. The Boards addressed many of those concerns by providing both the exemption for contracts with a term of up to one year from being considered to have a significant financing component and the factors in paragraph 606-10-32-17, which describe when there is no significant financing component that needs to be accounted for. The Boards expect that in those remaining contracts in which an entity is required to account separately for the financing component, the entity and its customer will typically negotiate the contractual payment terms separately after considering factors such as inflation rates and the customer’s credit risk. Therefore, an entity should have access to sufficient information to determine the discount rate that would be used in a separate financing between the entity and the customer.

Reevaluating the Discount Rate Used for a Significant Financing Component

BC242. Some respondents asked whether an entity would be required to revise the discount rate used in determining the amount of a significant financing component if there was a change in circumstances.

BC243. The Boards clarified that an entity should not update the discount rate for a change in circumstances because an entity should reflect in the measurement of the transaction price only the discount rate that is determined at contract inception. They also observed that it would be impractical for an entity to update the transaction price for changes in the assessment of the discount rate.

Presentation of the Effect of a Significant Financing Component

BC244. As a result of the Boards' decision on the existence of a significant financing component (see paragraphs BC229–BC243), a contract with a customer that has a significant financing component would be separated into a revenue component (for the notional cash sales price) and a loan component (for the effect of the deferred or advance payment terms). Consequently, the accounting for a trade receivable arising from a contract that has a significant financing component should be comparable to the accounting for a loan with the same features. Consider the following example: Customer A purchases a good on credit and promises to pay \$1,000 in 3 years. The present value of this trade receivable is \$751. Now consider Customer B who borrows \$751 from a bank with a promise to pay \$1,000 in 3 years. Customer B uses the loan to purchase the same good as Customer A. Economically, those transactions are the same, but, in the absence of the guidance in Topic 606 to account for a significant financing component, the form of the transaction would determine whether an entity would recognize revenue of \$751 or \$1,000 (that is, on a discounted or an undiscounted basis). For this reason, paragraphs 606-10-32-15 through 32-20 require a contract with a financing component that is significant to the contract to be separated, which results in the same revenue recognition for both transactions.

BC245. The Boards observed that the presentation, in the statement of comprehensive income, of any impairment losses from long-term trade receivables (that is, receivables arising from the financing components of contracts with customers) would be consistent with the presentation of impairment losses for other types of financial assets within the scope of the Boards' respective financial instruments standards. The Boards decided that impairment losses on short-term trade receivables (that is, receivables arising from contracts with customers that do not have separately identified financing components) should be presented in the statement of comprehensive income in

a consistent manner with impairment losses on long-term trade receivables (see paragraphs BC259–BC265).

BC246. The Boards decided that an entity should present the effect of the financing (that is, the unwinding of the discount) separately from revenue from contracts with customers, as interest income or interest expense, rather than as a change to the measurement of revenue. This is because contracts with financing components that are significant have distinct economic characteristics—one relating to the transfer of goods or services to the customer and one relating to a financing arrangement—and those characteristics should be accounted for and presented separately.

BC247. The Boards noted that some entities (for example, banks and other entities with similar types of operations) regularly enter into financing transactions and, therefore, interest represents income arising from ordinary activities for those entities. The Boards noted that the guidance in paragraph 606-10-32-20 does not preclude an entity from presenting interest as a type of revenue in circumstances in which the interest represents income from the entity's ordinary activities.

Noncash Consideration (Paragraphs 606-10-32-21 through 32-24)

BC248. When an entity receives cash from a customer in exchange for a good or service, the transaction price and, therefore, the amount of revenue should be the amount of cash received (that is, the value of the inbound asset). To be consistent with that approach, the Boards decided that an entity should measure noncash consideration at fair value. The noncash consideration could be in the form of goods or services, but it also may be in the form of a financial instrument or property, plant, and equipment. For example, an entity might receive an electrical substation in exchange for connecting houses in a new residential development to the electricity network.

BC249. The Boards decided that if an entity cannot reasonably estimate the fair value of the noncash consideration, it should measure the promised consideration indirectly by reference to the standalone selling price of the goods or services promised in exchange for the consideration. That approach is consistent both with requirements in previous revenue standards in IFRS and with requirements for other situations in which the fair value of the assets surrendered in exchange for assets received may be estimated more reliably. (For instance, Subtopic 505-50, Equity—Equity-Based Payments to Non-Employees, and IFRS 2, *Share-based Payment*, state that if the fair value of the goods or services received cannot be estimated reliably, then the entity measures them indirectly by reference to the fair value of the granted equity instrument.)

BC250. Some respondents observed that estimates of fair value of noncash consideration may vary like other types of variable consideration that the entity will receive in cash. For example, an entity's entitlement to a bonus that will be received in noncash consideration may also depend on the occurrence or nonoccurrence of a future event. Consequently, those respondents asked the Boards to clarify whether the guidance on constraining estimates of variable consideration (see paragraphs 606-10-32-11 through 32-13) should be applied to estimates of the fair value of noncash consideration.

BC251. The Boards observed that while the fair value of the noncash consideration could change because of the occurrence or nonoccurrence of a future event, it could also vary because of the form of the consideration. That is, the fair value could vary because of changes in the price or value of the noncash consideration, such as a change in the price per share.

BC252. The Boards decided that it would be most appropriate to apply the guidance on constraining estimates of variable consideration to the same types of variability regardless of whether the amount that will be received will be in the form of cash or noncash consideration. Consequently, the Boards decided to constrain variability in the estimate of the fair value of the noncash consideration if that variability relates to changes in the fair value for reasons other than the form of the consideration (that is, for reasons other than changes in the price of the noncash consideration). For example, if an entity is entitled to a performance bonus that is payable in the form of noncash consideration, the entity would apply the guidance on constraining estimates of variable consideration to the uncertainty of whether the entity will receive the bonus, because that uncertainty is related to something other than the form of the consideration (that is, the entity's performance). The Boards observed that this principle is not that different from previous revenue recognition requirements under U.S. GAAP for changes in the fair value of equity instruments that are granted as consideration in exchange for goods or services, although those requirements differentiated between the variability on the basis of performance conditions and market conditions (which were defined terms in that guidance).

BC253. The Boards also observed that once recognized, any asset arising from the noncash consideration would be measured and accounted for in accordance with other relevant guidance (for example, Topic 320, Investments—Debt and Equity Securities, Topic 323, Equity Method and Joint Ventures, or IFRS 9).

BC254. The FASB noted that the requirements in Topic 606 will result in the removal of previous guidance on the accounting for share-based payments received by an entity in exchange for goods or services. That previous guidance provided detailed guidance for the measurement and recognition of revenue when the consideration was in the form of shares or share options. However, the FASB decided to remove that guidance because equity instruments are merely another form of noncash consideration. Therefore, equity instruments received

as promised consideration in a contract with a customer would be accounted for consistent with other forms of noncash consideration.

Consideration Payable to a Customer (Paragraphs 606-10-32-25 through 32-27)

BC255. In some cases, an entity pays consideration to one of its customers or to its customer's customer (for example, an entity may sell a product to a dealer or distributor and subsequently pay a customer of that dealer or distributor). That consideration might be in the form of a payment in exchange for goods or services received from the customer, a discount or refund for goods or services provided to the customer, or a combination of both.

BC256. To help an entity distinguish between those types of payments, the Boards decided that the only circumstance in which an entity should account for any good or service received in the same way as for other purchases from suppliers is if the good or service is distinct. Previous guidance in U.S. GAAP on the consideration that a vendor gives to a customer used the term *identifiable benefit*, which was described as a good or service that is "sufficiently separable from the recipient's purchase of the vendor's products such that the vendor could have entered into an exchange transaction with a party other than a purchaser of its products or services in order to receive that benefit." The Boards concluded that the principle in Topic 606 for assessing whether a good or service is distinct is similar to the previous guidance in U.S. GAAP.

BC257. The amount of consideration received from a customer for goods or services, and the amount of any consideration paid to that customer for goods or services, could be linked even if they are separate events. For instance, a customer may pay more for goods or services from an entity than it otherwise would have paid if it was not receiving a payment from the entity. Consequently, the Boards decided that to depict revenue faithfully in those cases, any amount accounted for as a payment to the customer for goods or services received should be limited to the fair value of those goods or services, with any amount in excess of the fair value being recognized as a reduction of the transaction price.

BC258. If the payment of consideration is accounted for as a reduction of the transaction price, an entity would recognize less revenue when it satisfies the related performance obligation(s). However, in some cases, an entity promises to pay consideration to a customer only after it has satisfied its performance obligations and, therefore, after it has recognized revenue. When this is the case, a reduction in revenue should be recognized immediately. Accordingly, the Boards clarified that the reduction of revenue is recognized at the later of when the entity transfers the goods or services to the customer and when the entity promises to pay the consideration. By using the phrase *promises to pay*, the Boards clarified that an entity should reflect in the transaction price payments to customers that are conditional on future events (for example, a promise to pay a customer that is conditional on the customer making a specified number of

purchases would be reflected in the transaction price when the entity makes the promise).

Customer Credit Risk

BC259. The 2010 Exposure Draft proposed that an entity would recognize revenue at the amount that the entity expects to *receive* from the customer. In other words, the customer's credit risk would be reflected in the measurement of the transaction price allocated to the performance obligations in the contract.

BC260. Many respondents to the 2010 Exposure Draft commented specifically about the proposed guidance for customer credit risk. Although some respondents agreed with the proposal that the transaction price should reflect the customer's credit risk, nearly all respondents (including preparers, users of financial statements, and securities regulators) expressed concerns about applying that concept in practice. In particular, many users of financial statements commented that they would prefer revenue to be measured at the "gross" amount so that revenue growth and receivables management (or bad debts) could be analyzed separately. Those users of financial statements indicated that they were interested in assessing the performance of an entity's sales function and receivables collection function separately because those functions are often managed separately. However, that information would not be available if an entity's assessment of sales and collectibility were only reflected on a "net" basis in the revenue line.

BC261. After considering that feedback, the Boards decided not to adopt that proposal. Instead, in the 2011 Exposure Draft, the Boards proposed that revenue should be recognized at the amount to which the entity expects to be *entitled*, which would not reflect any adjustments for amounts that the entity might not be able to collect from the customer. However, to provide transparency to all users of financial statements for the portion of the entity's gross revenue that is expected to be uncollectible, the Boards proposed to link the presentation of the revenue line and the impairment loss line. Consequently, the 2011 Exposure Draft proposed that initial and subsequent impairment losses (and reversals) on transactions that did not include a significant financing component should be presented as a separate line item adjacent to the revenue line item.

BC262. In redeliberating the 2011 Exposure Draft, the Boards considered the following challenges arising from the proposed linked presentation of revenue and impairment losses:

- a. Different interpretations might have emerged about whether the reported revenue amount of the entity is the gross revenue before the impairment losses that are presented adjacent to revenue or the net revenue after those impairment losses.
- b. The impairment losses that would have been presented as a separate line item adjacent to the revenue line item might have related to uncollectible consideration that had been recognized as revenue in

previous reporting periods. Consequently, there would not necessarily be a connection between the revenue recognized in a particular reporting period and the impairment losses that would have been presented adjacent to the revenue line item in that period.

- c. The impairment losses on short-term trade receivables (that is, receivables arising from contracts with customers that do not have separately identified financing components) would have been presented differently from all other financial assets that are subject to impairment. This is because the impairment losses for short-term trade receivables would have been presented adjacent to revenue, whereas for all other financial assets, impairment losses would have been presented together with other expense items in the statement of comprehensive income. For the reasons described in paragraphs BC244–BC247, those other financial assets would have included receivables arising from contracts with customers that include a financing component that is significant to the contract.

BC263. The Boards considered addressing some of those challenges by requiring that initial impairment losses be presented adjacent to the revenue line item and subsequent impairment losses be presented as a separate expense. The Boards observed that this approach would have provided a clearer link between revenue and the impairment losses related to the revenue recognized in that period. However, many respondents noted that it would have been challenging to distinguish between initial and subsequent impairment losses without incurring significant costs to obtain the information.

BC264. Consequently, the Boards decided to modify the presentation guidance for impairment losses and to require disclosure of impairment losses on short-term trade receivables arising from a contract with a customer separate from other impairment losses (if not otherwise presented and subject to the usual materiality considerations). The Boards decided that this approach is the most appropriate because it addresses the challenges identified in the 2011 Exposure Draft and still provides users of financial statements with the information that they had said would be most useful, which is gross revenue to provide revenue trend information and the impairment loss to provide information on receivables management (or bad debts). Furthermore, the Boards noted that this would provide greater consistency with the accounting for impairment losses on contracts with customers that include a significant financing component.

BC265. However, the Boards were concerned that for some transactions in which there is significant credit risk at contract inception, an entity might recognize revenue for the transfer of goods or services and, at the same time, recognize a significant bad-debt expense. The Boards decided that in those cases, “grossing up” revenue and recognizing a significant impairment loss would not faithfully represent the transaction and would not provide useful information. Consequently, the Boards included the criterion in paragraph 606-10-25-1(e) (see paragraphs BC42–BC46).

Allocating the Transaction Price to Performance Obligations (Paragraphs 606-10-32-28 through 32-41)

BC266. The Boards decided that an entity generally should allocate the transaction price to all performance obligations in proportion to the standalone selling prices of the goods or services underlying each of those performance obligations at contract inception (that is, on a relative standalone selling price basis). They decided that in most cases an allocation based on standalone selling prices faithfully depicts the different margins that may apply to promised goods or services.

BC267. Most respondents agreed with the requirement to allocate the transaction price on a relative standalone selling price basis. Some of those respondents observed that the guidance was broadly consistent with previous changes to U.S. GAAP for multiple-element arrangements. However, respondents expressed concerns about the following topics:

- a. Estimating the standalone selling price
- b. Allocating discounts and contingent consideration.

Estimating Standalone Selling Prices (Paragraphs 606-10-32-31 through 32-35)

BC268. Topic 606 specifies that if an entity does not have an observable price from selling a good or service separately, the entity should instead estimate the standalone selling price. Paragraph 606-10-32-34 includes examples of suitable estimation methods for estimating the standalone selling price. However, the Boards decided not to preclude or prescribe any particular method for estimating a standalone selling price so long as the estimate is a faithful representation of the price at which the entity would sell the distinct good or service if it were sold separately to the customer. The Boards clarified that the method used by the entity to estimate a standalone selling price should maximize the use of observable inputs and should be applied consistently to estimate the standalone selling price of other goods or services with similar characteristics.

BC269. The Boards observed that many entities may already have robust processes for determining standalone selling prices on the basis of reasonably available data points and the effects of market considerations and entity-specific factors. However, other entities may need to develop processes for estimating selling prices of goods or services that are typically not sold separately. The Boards decided that when developing those processes, an entity should consider all reasonably available information on the basis of the specific facts and circumstances. That information might include the following:

- a. Reasonably available data points (for example, a standalone selling price of the good or service, the costs incurred to manufacture or

- provide the good or service, related profit margins, published price listings, third-party or industry pricing, and the pricing of other goods or services in the same contract)
- b. Market conditions (for example, supply and demand for the good or service in the market, competition, restrictions, and trends)
 - c. Entity-specific factors (for example, business pricing strategy and practices)
 - d. Information about the customer or class of customer (for example, type of customer, geographical region, and distribution channel).

Residual Approach

BC270. In response to questions from respondents, the Boards decided to specify that a residual approach might be a suitable technique for estimating the standalone selling price of a good or service. Using a residual approach, an entity would estimate a standalone selling price of a good or service on the basis of the difference between the total transaction price and the (observable) standalone selling prices of other goods or services in the contract.

BC271. The Boards also decided to specify how and when an entity can use the residual approach as an estimation method in paragraph 606-10-32-34(c). Specifically, in situations in which one or more promised goods or services have a standalone selling price that is highly variable or uncertain. In specifying those circumstances, the Boards were particularly mindful of the challenges in determining standalone selling prices in contracts for intellectual property and other intangible products. In those arrangements, the pricing can be highly variable because there is little or no incremental cost to the entity in providing those goods or services to a customer. In those circumstances, the most reliable way of determining the standalone selling price in the contract will often be to use a residual approach. For the same reason, the Boards noted that the residual approach might be appropriate in situations in which an entity has not yet established the selling price for a good or service that previously has not been sold on a standalone basis.

BC272. Most respondents agreed with the Boards' proposals on the residual approach. However, some respondents, particularly those in the software industry, asked the Boards to clarify whether they could use a residual approach if there is more than one good or service in the contract with highly variable or uncertain standalone selling prices. Those respondents observed that this may occur in contracts that include three or more performance obligations, in which at least one of the performance obligations has an observable standalone selling price. The Boards decided that even if a contract includes more than one good or service with a highly variable or uncertain standalone selling price, an entity should not be prevented from applying the residual approach because it still may be a reliable method for determining the standalone selling price. However, the Boards observed that using the residual approach when there are two or more goods or services with highly variable or uncertain standalone selling prices may

require an entity to use a combination of techniques to estimate the standalone selling prices as follows:

- a. Apply the residual approach to estimate the aggregate of the standalone selling prices for all the promised goods or services with highly variable or uncertain standalone selling prices
- b. Then use another technique to estimate the standalone selling prices of each of those promised goods or services with highly variable or uncertain standalone selling prices.

BC273. In determining whether the estimate is reasonable, the Boards observed that it was important to understand that the residual approach for estimating the standalone selling price of a promised good or service is different from the residual method permitted under previous revenue standards. This is because in Topic 606 the residual approach is used to determine the standalone selling price of a distinct good or service. By definition, the outcome of this approach cannot realistically result in a standalone selling price of zero if the good or service is in fact distinct because to be distinct that good or service must have value on a standalone basis. In contrast, the residual method in previous revenue standards could have resulted in an outcome of zero because the residual method was an allocation method. Thus, under previous revenue recognition guidance, zero could be the only amount of consideration that remained to be allocated to a performance obligation. Consequently, the Boards noted that if the residual approach in paragraph 606-10-32-34(c) results in no, or very little, consideration being allocated to a good or service or a bundle of goods or services, the entity should consider whether that estimate is appropriate in those circumstances.

Specifying a Hierarchy of Evidence

BC274. The Boards decided not to specify a hierarchy of evidence to determine the standalone selling price of a good or service. Instead, they decided to emphasize that an entity should maximize the use of observable inputs when developing estimates of standalone selling prices.

BC275. Most respondents agreed with the Boards' decision not to prescribe a hierarchy of evidence for estimating a standalone selling price. However, some respondents recommended that the Boards should specify a hierarchy of evidence because specifying a hierarchy of evidence for determining standalone selling prices (and requiring disclosures using that hierarchy) would enhance the quality and reliability of an entity's reported revenues. The hierarchy suggested by those respondents was similar to that in previous revenue guidance:

- a. If vendor-specific objective evidence of a selling price is available, an entity would use this price to determine the selling price of a promised good or service.
- b. If vendor-specific objective evidence is not available, an entity would determine the selling price using third-party evidence, if available.

- c. If third-party evidence is not available, an entity would use its best estimate of the selling price.

BC276. The Boards observed that Topic 606 requires an entity to use observable prices when a good or service is sold separately by the entity (which is similar to a vendor-specific objective evidence notion). It is only when a good or service is not sold separately that an entity is required to estimate the standalone selling price. In that estimation process, an entity is still required to maximize the use of observable inputs. The Boards noted that in the hierarchy in paragraph BC275 there is little distinction between third-party evidence and a best estimate of a selling price. For instance, third-party evidence of a selling price might require adjustments to reflect differences in either (a) the good or service (because the third-party price could be for a similar, rather than an identical, good or service) or (b) pricing strategies between the third party and the entity. Therefore, the Boards affirmed their decision not to specify a hierarchy in Topic 606. Instead, the Boards decided that it was important to emphasize that an entity should maximize the use of observable inputs when developing estimates of standalone selling prices.

Allocating Discounts and Variable Consideration (Paragraphs 606-10-32-36 through 32-41)

BC277. A consequence of allocating the transaction price on a relative standalone selling price basis is that any discount in the contract is allocated proportionately to each of the performance obligations in the contract. Some respondents noted that this would not always faithfully depict the amount of consideration to which an entity is entitled for satisfying a particular performance obligation. For example, those respondents noted that the allocation of the discount could result in a loss on one part of the contract although the contract as a whole may be profitable (for example, the contract contains both a high-margin item and a low-margin item). They suggested that the Boards should permit an entity to allocate the discount in a contract using one of the following alternatives:

- a. A management approach, in which an entity would assess which promised good or service is priced at a discount to its standalone selling price.
- b. A residual approach, in which any discount in the contract would be allocated entirely to the satisfied performance obligations.
- c. A profit margin approach, in which an entity would allocate the discount in a contract in proportion to the individual profit margin on each performance obligation. The individual profit margin for each performance obligation is the difference between the standalone selling price and the direct costs of the good or service underlying each performance obligation.

BC278. Another consequence of allocating the transaction price on a relative standalone selling price basis is that any amount of consideration that is variable

will be allocated to each of the performance obligations in the contract. Some respondents noted that this allocation will not always faithfully depict the amount of consideration to which an entity is entitled upon satisfying a particular performance obligation, if the variable consideration does not relate to all of the performance obligations in the contract. Many suggested that any adjustment in the transaction price as a result of variable amounts should be allocated only to the performance obligation(s) to which the variable amounts relate.

BC279. The Boards noted that the objective of the revenue recognition model is for an entity to recognize revenue in the amount of consideration to which it expects to be entitled from the customer in exchange for transferring goods or services. The relative standalone selling price basis allocation is simply a method to achieve that objective rather than being the allocation principle.

BC280. However, the Boards also noted that allocating the transaction price on a relative standalone selling price basis brings rigor and discipline to the process of allocating the transaction price and, therefore, enhances comparability both within an entity and across entities. Consequently, the Boards decided that it should be the default method for allocating the transaction price. However, they agreed with respondents that it might not always result in a faithful depiction of the amount of consideration to which the entity expects to be entitled from the customer. Accordingly, in paragraphs 606-10-32-36 through 32-41, the Boards specified the circumstances in which other methods should be used.

Allocating discounts (paragraphs 606-10-32-36 through 32-38)

BC281. Topic 606 requires an entity to allocate a discount entirely to one or more, but not all, performance obligations in the contract, if the entity has observable selling prices for each performance obligation in the contract and those observable standalone selling prices provide evidence that the entire discount in the contract is specifically attributable to one or more of those performance obligations. That guidance is largely based on the “contract segmentation” principle that was included in the 2010 Exposure Draft, which only allowed a discount to be allocated entirely to one or more performance obligations on the basis of goods or services that are priced independently.

BC282. Some respondents questioned whether the guidance in paragraph 606-10-32-37 for allocating a discount is too restrictive and, therefore, might yield outcomes that are inconsistent with the economics of some transactions. However, the Boards noted that the guidance is included to maintain the rigor and discipline of a standalone selling price allocation and, thus, appropriately restrict the situations in which a discount should not be allocated pro rata to all performance obligations in the contract.

BC283. The Boards also noted that paragraph 606-10-32-37 would typically apply to contracts for which there are at least three performance obligations. This is because an entity could demonstrate that a discount relates to two or more performance obligations when it has observable information supporting the

standalone selling price of a group of those promised goods or services when they are sold together. The Boards noted it may be possible for an entity to have sufficient evidence to be able to allocate a discount to only one performance obligation in accordance with the criteria in paragraph 606-10-32-37, but the Boards expected that this could occur in only rare cases.

Allocating variable consideration (paragraphs 606-10-32-39 through 32-41)

BC284. The Boards agreed with respondents that it would not always be appropriate for an entity to allocate the variable consideration in a transaction price to all of the performance obligations in a contract. For example, an entity may contract to provide two products at different times with a bonus that is contingent on the timely delivery of only the second product. In that example, it might be inappropriate to attribute variable consideration included in the transaction price to both products. Similarly, an entity may contract to provide two products at different times with a fixed amount for the first product that represents that product's standalone selling price and a variable amount that is contingent on the delivery of the second product. That variable amount might be excluded from the estimate of the transaction price (that is, because of the requirements for constraining estimates of the transaction price). In that case, it might be inappropriate to attribute the fixed consideration included in the transaction price to both products. Consequently, the Boards specified the criteria in paragraphs 606-10-32-39 through 32-41 to identify the circumstances in which an entity should allocate the variable consideration entirely to a performance obligation or to a distinct good or service (that forms part of a single performance obligation) rather than to the contract as a whole. The Boards decided that those criteria are necessary to ensure an appropriate allocation of the transaction price when there is variable consideration in the transaction price.

BC285. The Boards clarified in paragraph 606-10-32-39(b) that variable consideration can be allocated to distinct goods or services even if those goods or services form a single performance obligation. The Boards made this clarification to ensure that an entity can, in some cases, attribute the reassessment of variable consideration to only the satisfied portion of a performance obligation when that performance obligation meets the criterion in paragraph 606-10-25-14(b). Consider the example of a contract to provide hotel management services for one year (that is, a single performance obligation in accordance with paragraph 606-10-25-14(b)) in which the consideration is variable and determined based on two percent of occupancy rates. The entity provides a daily service of management that is distinct, and the uncertainty related to the consideration also is resolved on a daily basis when the occupancy occurs. In those circumstances, the Boards did not intend for an entity to allocate the variable consideration determined on a daily basis to the entire performance obligation (that is, the promise to provide management services over a one-year period). Instead, the variable consideration should be allocated to the distinct

service to which the variable consideration relates, which is the daily management service.

Changes in Transaction Price

BC286. The Boards also decided to specify that any subsequent changes in the transaction price should be allocated in a manner that is consistent with the allocation methodology at contract inception. This ensures that changes in the estimate of the variable consideration that are included in (or excluded from) the transaction price are allocated to the performance obligation(s) to which the variable consideration relates. Consequently, the Boards specified in paragraph 606-10-32-44 that an entity should allocate a change in the transaction price entirely to one or more distinct goods or services if the criteria in paragraph 606-10-32-40 are met.

Contingent Revenue Cap and the Portfolio Approach to Allocation

BC287. Some respondents disagreed with the Boards' proposal that the transaction price should be allocated on a relative standalone selling price basis. Those respondents (primarily from the telecommunications and cable television industries) disagreed because allocating the transaction price using relative standalone selling prices on a contract-by-contract basis could be complex and costly for their industries. This is because entities in those industries:

- a. Have a high volume of contracts with various potential configurations
- b. Provide multiple goods and services in those contracts
- c. Include a discount in the contracts
- d. Provide the goods or services at different times.

BC288. Those respondents also disagreed with allocating the transaction price on the basis of relative standalone selling prices because it would provide a revenue recognition pattern that they considered would not be useful to users of their financial statements.

BC289. Those respondents requested that the Boards should carry forward previous revenue recognition guidance in U.S. GAAP (previously referred to as "the contingent revenue cap"). This guidance was previously used by many telecommunications entities applying U.S. GAAP and IFRS. In the respondents' view, carrying forward this guidance would have simplified the application of the revenue recognition model by limiting the amount of consideration that a telecommunications entity could allocate to a handset that is bundled with network services to the amount that is not contingent on the delivery of network services in the future. Consequently, revenue would have been recognized at the amount that the customer paid for the handset at contract inception when the handset was transferred to the customer. The remaining contractual payments would have been recognized subsequently as revenue as the entity provided

network services to the customer. Many users of financial statements of entities in the telecommunications industry agreed that this revenue recognition pattern would have been useful because it closely relates to the timing of cash received.

BC290. Respondents from the telecommunications industry commented that without a contingent revenue cap, not only will the application of the revenue recognition model be complex, but revenue also will be recognized for delivering a handset in an amount that exceeds the amount of consideration paid for the handset. In their view, this is inappropriate because it will not be useful to users of their financial statements and, in a separate objection, because they will be entitled to collect the excess only when they provide the network services. Consequently, they reasoned that the contract asset that will result from recognizing revenue for delivery of the handset will not meet the definition of an asset. In addition, they suggested that without a contingent revenue cap, the model will be complex and costly to apply because of the high volume of contracts that they will have to manage and the various potential configurations of handsets and network service plans.

BC291. However, the Boards decided not to carry forward the contingent revenue cap, for the following reasons:

- a. Limiting the amount of consideration that can be allocated to a satisfied performance obligation is tantamount to cash-basis accounting and does not meet the core principle of Topic 606. This is because revenue recognized would not depict the amount of consideration to which an entity expects to be entitled for the delivered good or service. Consequently, the contingent revenue cap could result in economically similar contracts being accounted for differently.
- b. The contingent revenue cap can result in the recognition of losses if the contract is profitable. That would occur if the amount allocated to a satisfied performance obligation is limited to an amount (potentially to zero) that is less than the expenses recognized for the costs of providing the good or service (unless those costs are deferred). However, costs relating to a good or service already transferred to a customer would not give rise to an asset.
- c. Recognizing a contract asset in the situation described in paragraph BC290 is appropriate because the entity has a valuable contractual right as a result of satisfying a performance obligation and that right meets the definition of an asset. That right exists even if the entity does not have the unconditional right to collect consideration from the customer. This is because if the entity were to transfer the remaining rights and performance obligations in the contract to a third party after it had delivered a handset, it would expect to be compensated for that past performance.
- d. Applying the contingent cap more broadly than it was applied in previous revenue guidance could have had far-reaching consequences. For example, in many service contracts (including construction

contracts), it is appropriate to recognize revenue when services are provided even though the amount of consideration is contingent on the entity's future performance. Otherwise, the entity would not recognize any revenue until reaching a contract milestone or potentially until completion of the contract (which would not depict the transfer of goods or services to the customer).

- e. Although the consequences for construction and other service contracts could have been reduced by limiting the amount allocated to satisfied performance obligations (rather than limiting the amount allocated to a satisfied portion of a single performance obligation), the Boards decided that this would have created an arbitrary distinction and would have put additional pressure on the criteria for identifying performance obligations.
- f. For many contracts that were previously accounted for under the contingent revenue cap, the amount of consideration allocated to delivered items was not contingent because, even if the customer cancelled the contract, the customer would have been obliged to pay for the delivered item(s). For example, in some contracts for the sale of a handset and network services, either the contract was not cancellable or, if it was, the customer was obliged to pay a termination fee that corresponded with the value of the handset that was delivered up front (even if the entity might choose not to enforce payment of that fee).

BC292. In addition, the Boards decided not to introduce an exception to the revenue recognition model for telecommunications and similar contracts because they do not view those contracts as being different from other contracts in which an entity transfers a bundle of goods or services. Furthermore, the Boards decided that Topic 606 provides a more consistent basis for recognizing revenue and produces results in accounting that more closely match the underlying economics of transactions.

BC293. The Boards also observed that entities in the telecommunications industry may be able to simplify the application of the model by using portfolio techniques (as envisioned by the practical expedient specified in paragraph 606-10-10-4) to allocate the transaction price for a group of similar contracts (see paragraphs BC69–BC70). The Boards considered whether they should provide more specific guidance as to when an entity could use a portfolio approach for allocating the transaction price. However, the Boards decided not to do so because they were concerned that any further guidance (for example, by including criteria that an entity would need to meet to apply a portfolio approach) might make the practical expedient less useful across entities or jurisdictions.

Onerous Performance Obligations

BC294. In the 2010 and the 2011 Exposure Drafts, the Boards proposed including guidance for identifying and measuring onerous performance

obligations in contracts with customers (that is, an “onerous test”). In those proposals, the Boards concluded that an onerous test was needed because the initial measurements of performance obligations are not routinely updated. In addition, the Boards noted that including an onerous test would achieve greater convergence of U.S. GAAP and IFRS.

BC295. However, many respondents to the 2010 and the 2011 Exposure Drafts disagreed with the onerous test and highlighted a number of practical application difficulties. Furthermore, many explained that strict application of the onerous test would have resulted in recognition of liabilities in cases in which the outcome of fulfilling a single performance obligation was onerous but the outcome of fulfilling the entire contract would be profitable. A number of respondents suggested removing the onerous test from the revenue proposals because, in addition to being complex and difficult to apply, the guidance for recognition of onerous losses is already sufficiently addressed in other standards. Those respondents commented that:

- a. For U.S. GAAP, existing guidance on recognition of losses from contracts are adequate and if a change to that guidance is necessary, that change could instead be handled in a separate project that addresses liabilities in Topic 450, Contingencies.
- b. For IFRS, the onerous test in IAS 37 and the guidance in IAS 2, *Inventories*, already provide sufficient guidance for determining when to recognize losses arising from contracts with customers.

BC296. The Boards agreed that existing guidance in both U.S. GAAP and IFRS could adequately identify onerous contracts. Furthermore, the Boards noted that although their existing guidance on onerous contracts is not identical, they are not aware of any pressing practice issues resulting from the application of that existing guidance. Consequently, the Boards decided that Topic 606 should not include an onerous test. Instead, entities applying U.S. GAAP and IFRS will use their respective existing guidance for the identification and measurement of onerous contracts.

Contract Costs (Paragraphs 340-40-25-1 through 35-6)

Incremental Costs of Obtaining a Contract (Paragraphs 340-40-25-1 through 25-4)

BC297. The Boards decided that an entity should recognize as an asset the incremental costs of obtaining a contract with a customer if the entity expects to recover those costs. The Boards defined the incremental costs of obtaining a contract as the costs that an entity incurs in its efforts to obtain a contract that would not have been incurred if the contract had not been obtained. The Boards acknowledged that, in some cases, an entity’s efforts to recognize an asset from incremental acquisition costs might exceed the financial reporting benefits.

Consequently, as a practical expedient, the Boards decided to allow an entity to recognize those costs as expenses when incurred for contracts in which the amortization period for the asset that the entity otherwise would have recognized is one year or less.

BC298. The Boards considered requiring an entity to recognize all of the costs of obtaining a contract as expenses when those costs are incurred. The Boards observed that, conceptually, an entity may obtain a contract asset as a result of its efforts to obtain a contract (because the measure of the remaining rights might exceed the measure of the remaining obligations). However, because the principle in Topic 606 requires an entity to recognize a contract asset and revenue only as a result of satisfying a performance obligation in the contract, the Boards observed that on the basis of that reasoning, the contract asset would be measured at zero at contract inception and any costs of obtaining a contract, therefore, would be recognized as expenses when incurred.

BC299. Many respondents disagreed with recognizing all costs to obtain a contract as expenses when incurred because those costs meet the definition of an asset in some cases. In addition, they noted the following:

- a. Other Topics require some of the costs of obtaining a contract to be included in the carrying amount of an asset on initial recognition.
- b. The recognition of the costs of obtaining a contract as expenses would be inconsistent with the tentative decisions in the Boards' projects on leases and insurance contracts.

BC300. During the redeliberations, the Boards decided that, in some cases, it might be misleading for an entity to recognize all the costs of obtaining a contract as expenses when incurred. For example, the Boards observed that recognizing the full amount of a sales commission as an expense at inception of a long-term service contract (when that sales commission is reflected in the pricing of that contract and is expected to be recovered) would fail to acknowledge the existence of an asset.

BC301. Consequently, the Boards decided that an entity would recognize an asset from the costs of obtaining a contract and would present the asset separately from the contract asset or the contract liability. To limit the acquisition costs to those that clearly can be identified as relating specifically to a contract, the Boards decided that only the incremental costs of obtaining a contract should be included in the measurement of the asset if the entity expects to recover those costs. The Boards decided that determining whether other costs relate to a contract is too subjective.

BC302. The Boards noted that it might be difficult for some entities to determine whether a commission payment is incremental to obtaining a new contract (for example, payment of a commission might depend on the entity successfully acquiring several contracts). The Boards considered whether to allow an accounting policy election for contract costs under which an entity would have

been able to choose to recognize an asset from the acquisition costs or recognize those costs as an expense (with disclosure of the accounting policy election.) The Boards noted that this would have been consistent with previous revenue recognition guidance in U.S. GAAP for public entities. However, the Boards noted that introducing accounting policy elections into the guidance would have reduced comparability and therefore would not have met one of the key objectives of the revenue recognition project to improve comparability in accounting among entities and industries. Consequently, the Boards decided not to allow entities an accounting policy election with respect to contract acquisition costs.

BC303. The FASB noted that depending on the specific facts and circumstances of the arrangement between an asset manager and the other parties in the relationship, the application of the guidance on incremental costs of obtaining a contract might have resulted in different accounting for sales commissions paid to third-party brokers (that is, in some cases the commission would have been recognized as an asset, while in others it would have been recognized as an expense). The FASB observed that it had not intended the application of Subtopic 340-40 to result in an outcome for these specific types of sales commissions that would be different from applying existing U.S. GAAP. Consequently, the FASB decided to retain the specific cost guidance for investment companies in paragraph 946-605-25-8 which has been moved to Subtopic 946-720, Financial Services—Investment Companies—Other Expenses.

Costs to Fulfill a Contract (Paragraphs 340-40-25-5 through 25-8)

BC304. The Boards developed guidance for accounting for some costs to fulfill a contract. That guidance was developed in response to concerns that the proposals in the Discussion Paper focused on how an entity should recognize revenue in a contract without considering how the entity should account for the costs to fulfill a contract. Some respondents, particularly those from the construction industry, said that guidance on profit margin recognition is as important as guidance on revenue recognition. Other respondents, mainly preparers who apply U.S. GAAP, were concerned about the withdrawal of guidance on costs that was developed specifically for their own industries.

BC305. The cost guidance in Subtopic 340-40 is intended to achieve the following:

- a. Fill the gap arising from the withdrawal of previous revenue guidance—Subtopic 340-40 and Topic 606 will result in the withdrawal of some guidance on contract costs, in particular, the previous guidance on accounting for construction contracts.
- b. Improve current practice—The cost guidance provides clearer guidance on accounting for some costs to fulfill a contract (for example, setup

costs for services) and results in an entity no longer having to rely on, or analogize to, guidance that was not developed specifically for contracts with customers. For instance, in accounting for setup costs, an entity applying U.S. GAAP may previously have needed to analogize to the guidance on the deferral of direct loan origination costs in paragraph 310-20-25-2. An entity applying IFRS may have evaluated those costs in accordance with IAS 38, *Intangible Assets*. Specifying clear guidance also will result in greater consistency in practice.

- c. Promote convergence in accounting for contract costs—More costs will be accounted for similarly under U.S. GAAP and IFRS (although total consistency in accounting for costs to fulfill a contract will not be achieved unless the Boards align their respective standards on inventories; property, plant, and equipment; intangible assets; and impairment of assets).

BC306. Most respondents supported the Boards' inclusion of guidance that addresses some of the costs to fulfill a contract. Some respondents recommended that the Boards address cost guidance comprehensively in a separate project. However, because cost guidance is included in many Topics (such as the ones described in paragraph BC305(c)), the Boards noted that this would require reconsideration of those Topics and, therefore, decided against broadening the scope of the cost guidance.

BC307. Because the Boards decided not to reconsider all cost guidance comprehensively, paragraphs 340-40-25-1 through 25-8 specify the accounting for contract costs that are not within the scope of other Topics. Consequently, if the other Topics preclude the recognition of any asset arising from a particular cost, an asset cannot then be recognized under Subtopic 340-40 (for example, in U.S. GAAP, pre-production costs under long-term supply arrangements will continue to be accounted for in accordance with paragraphs 340-10-25-5 through 25-8, and in IFRS, initial operating losses, such as those incurred while demand for an item builds, will continue to be accounted for in accordance with paragraph 20(b) of IAS 16).

BC308. Subtopic 340-40 clarifies that only costs that give rise to resources that will be used in satisfying performance obligations in the future and that are expected to be recovered are eligible for recognition as assets. That guidance ensures that only costs that meet the definition of an asset are recognized as such and that an entity is precluded from deferring costs merely to normalize profit margins throughout a contract by allocating revenue and costs evenly over the life of the contract. To provide a clear objective for recognizing and measuring an asset arising from the costs to fulfill a contract, the Boards decided that only costs that relate directly to a contract should be included in the cost of the asset.

Amortization and Impairment (Paragraphs 340-40-35-1 through 35-6)

BC309. The Boards decided that an entity should amortize the asset recognized from the costs of obtaining and fulfilling a contract in accordance with the pattern of transfer of goods or services to which the asset relates. Respondents broadly agreed; however, some asked the Boards to clarify whether those goods or services could relate to future contracts. Consequently, the Boards clarified that in amortizing the asset in accordance with the transfer of goods or services to which the asset relates, those goods or services could be provided under a specifically anticipated (that is, future) contract. That conclusion is consistent with the notion of amortizing an asset over its useful life and with other standards. However, amortizing the asset over a longer period than the initial contract would not be appropriate in situations in which an entity pays a commission on a contract renewal that is commensurate with the commission paid on the initial contract. In that case, the acquisition costs from the initial contract do not relate to the subsequent contract.

BC310. The Boards considered testing a recognized asset arising from fulfillment costs for impairment using one of the existing impairment tests in their respective guidance (for example, Topic 330, Inventory; Topic 360, Property, Plant, and Equipment; and Subtopic 985-20, Software—Costs of Software to Be Sold, Leased, or Marketed; or IAS 2, *Inventories*; and IAS 36, *Impairment of Assets*). However, the Boards decided that an entity should consider only the economic benefits in the contract with the customer and, consequently, the impairment test should be based on comparing the carrying amount of the asset with the remaining amount of promised consideration in exchange for the goods or services to which the asset relates, less the remaining costs of providing those goods or services. The Boards decided that for purposes of impairment testing, the entity should consider future cash flows that may be too uncertain to include in the recognition of revenue (see paragraphs BC203–BC223). The Boards decided this because their objective for measuring and recognizing impairments of contract acquisition and fulfillment costs is different from the measurement objective for revenue. The impairment objective is to determine whether the carrying amount of the contract acquisition and fulfillment costs asset is recoverable. Consequently, the measurement objective is consistent with other impairment methods in U.S. GAAP and IFRS that include an assessment of customer credit risk and expectations of whether amounts of variable consideration will be received.

BC311. The FASB decided that an entity should not reverse an impairment charge when the reasons for the impairment no longer exist. Conversely, the IASB decided that the impairment charge should be reversed in those circumstances under IFRS. The Boards acknowledged that this would result in entities accounting differently for those contract costs using U.S. GAAP and IFRS. However, the Boards decided that it is important for the guidance to be

consistent with their respective impairment models for other types of assets and those impairment models differ in their accounting for reversals of impairments.

Learning Curve

BC312. A learning curve is the effect of efficiencies realized over time when an entity's costs of performing a task (or producing a unit) decline in relation to how many times the entity performs that task (or produces that unit). The phenomenon of a "learning curve" can exist independently of a contract with a customer. For example, a typical manufacturer that produces units of inventory would become more efficient in its production process over time. Some respondents asked how to apply the proposals to account for the effects of learning costs in a contract with a customer.

BC313. The Boards noted that Topic 606 addresses the accounting for the effects of learning costs if both of the following conditions are satisfied:

- a. An entity has a single performance obligation to deliver a specified number of units.
- b. The performance obligation is satisfied over time.

BC314. In that situation, an entity recognizes revenue by selecting a method of measuring progress that depicts the transfer over time of the good or service to the customer. An entity probably would select a method (for example, cost-to-cost) that results in the entity recognizing more revenue and expense for the early units produced relative to the later units. That effect is appropriate because of the greater value of the entity's performance in the early part of the contract because, if an entity were to sell only one unit, it would charge the customer a higher price for that unit than the average unit price the customer pays when the customer purchases more than one unit.

BC315. In other situations, an entity may promise to deliver a specified number of units in a contract, but that promise does not give rise to a single performance obligation that is satisfied over time. The Boards decided that, in those situations, an entity should apply the guidance of other standards (for example, IAS 2) for the following reasons:

- a. If an entity incurs costs to fulfill a contract without also satisfying a performance obligation over time, the entity probably would be creating an asset included within the scope of other Topics (for example, the costs of producing tangible units would accumulate as inventory, and the entity would select an appropriate method of measuring that inventory). In those cases, the Boards decided that an entity should not account for the learning curve differently depending on whether or not a contract exists.
- b. The type of contract described in this paragraph is not the type of contract typically entered into by respondents who asked how the requirements of Topic 606 would apply to learning curve effects (in most

cases, those respondents enter into contracts that would be accounted for as a performance obligation satisfied over time).

BC316. The Boards, however, acknowledged the diversity in practice when accounting (in accordance with other standards) for the costs of products produced under long-term production programs, but agreed that they could not address these matters as part of the revenue recognition project.

Other Presentation Matters (Paragraphs 606-10-45-1 through 45-5)

BC317. The Boards decided that the remaining rights and performance obligations in a contract should be accounted for and presented on a net basis, as either a contract asset or a contract liability. The Boards noted that the rights and obligations in a contract with a customer are interdependent—the right to receive consideration from a customer depends on the entity's performance and, similarly, the entity performs only as long as the customer continues to pay. The Boards decided that those interdependencies are best reflected by accounting and presenting on a net basis the remaining rights and obligations in the statement of financial position.

BC318. The Boards considered whether the rights and performance obligations in contracts that are subject to the legal remedy of specific performance should be presented on a gross basis, that is, as separate assets and liabilities. The Boards observed that in the event of a breach of contract, some contracts require the entity and the customer to perform as specified in the contract. Consequently, unlike most contracts that can be settled net, specific performance contracts generally result in a two-way flow of resources between the customer and the entity. Specific performance contracts are akin to financial contracts that are settled by physical delivery rather than by a net cash payment and for which the units of account are the individual assets and liabilities arising from the contractual rights and obligations.

BC319. However, the Boards decided against making an exception for specific performance contracts. This is because the remedy of specific performance is relatively rare and is not available in all jurisdictions. In addition, it is only one of a number of possible remedies that could be awarded by a court if legal action were taken for breach of contract.

BC320. The Boards decided that Topic 606 should not specify whether an entity is required to present its contract assets and contract liabilities as separate line items in the statement of financial position. Instead, an entity should apply the general principles for the presentation of financial statements to determine whether to present contract assets and contract liabilities separately in the statement of financial position. For example, IAS 1, *Presentation of Financial*

Statements, requires an entity to present separately each class of similar items and items of a dissimilar nature or function unless they are immaterial.

BC321. The Boards also observed that some industries have historically used different labels to describe contract assets and contract liabilities or may recognize them in more than one line item either in the financial statements or in the notes. Because that additional detail is often useful to users of those financial statements, the Boards decided that an entity could use different descriptions of *contract assets*, *contract liabilities*, and *receivables* and could use additional line items to present those assets and liabilities if the entity also provides sufficient information for users of financial statements to be able to distinguish them.

Relationship between Contract Assets and Receivables

BC322. When an entity performs first by satisfying a performance obligation before a customer performs by paying the consideration, the entity has a contract asset—a right to consideration from the customer in exchange for goods or services transferred to the customer.

BC323. In many cases, that contract asset is an unconditional right to consideration—a receivable—because only the passage of time is required before payment of that consideration is due. However, in other cases, an entity satisfies a performance obligation but does not have an unconditional right to consideration, for example, because it first needs to satisfy another performance obligation in the contract. The Boards decided that when an entity satisfies a performance obligation but does not have an unconditional right to consideration, an entity should recognize a contract asset in accordance with Topic 606. The Boards noted that making the distinction between a contract asset and a receivable is important because doing so provides users of financial statements with relevant information about the risks associated with the entity's rights in a contract. That is because although both would be subject to credit risk, a contract asset also is subject to other risks, for example, performance risk.

BC324. Once an entity has an unconditional right to consideration, it should present that right as a receivable separately from the contract asset and account for it in accordance with other guidance (for example, Topic 310 or IFRS 9). The Boards decided that Topic 606 need not address the accounting for receivables in addition to revenue recognition. Issues such as the measurement (or impairment) of receivables and disclosures relating to those assets are already addressed in U.S. GAAP and IFRS.

BC325. In many cases, an unconditional right to consideration arises when the entity satisfies the performance obligation and invoices the customer. For example, a payment for goods or services is typically due and an invoice is issued when the entity has transferred the goods or services to the customer. However, the act of invoicing the customer for payment does not indicate whether the entity has an unconditional right to consideration. For instance, the entity may have an unconditional right to consideration before it invoices (unbilled

receivable) if only the passage of time is required before payment of that consideration is due. In other cases, an entity can have an unconditional right to consideration before it has satisfied a performance obligation. For example, an entity may enter into a noncancellable contract that requires the customer to pay the consideration a month before the entity provides goods or services. In those cases, on the date when payment is due, the entity has an unconditional right to consideration. (However, in those cases, the entity should recognize revenue only after it transfers the goods or services.)

BC326. The Boards observed that in some cases, an entity will have an unconditional right to consideration, even though the entity may be required to refund some or all of that consideration in the future. In those cases, the possible obligation to refund consideration in the future will not affect the entity's present right to be entitled to the gross amount of consideration. In those cases, the Boards observed that an entity may recognize a receivable and a refund liability (for example, when a right of return exists).

Disclosure (Paragraphs 606-10-50-1 through 50-22)

BC327. Some of the main criticisms from regulators and users of financial statements about prior revenue guidance in U.S. GAAP and IFRS related to the disclosure requirements. Broadly, regulators and users of financial statements found the disclosure guidance to be inadequate and lacking cohesion with the disclosure of other items in the financial statements. This lack of cohesion made it difficult to understand an entity's revenues, as well as the judgments and estimates made by the entity in recognizing those revenues. For example, many users of financial statements observed that entities presented revenue in isolation, with the result that users of financial statements could not relate revenue to the entity's financial position. Consequently, one of the Boards' goals in undertaking the revenue recognition project was to provide users of financial statements with more useful information through improved disclosure guidance. Many respondents broadly supported that goal. However, respondents' views about the proposed disclosure guidance in the 2011 Exposure Draft were polarized—users of financial statements supported the proposed disclosure guidance because that guidance would have been a significant improvement over previous guidance. In contrast, other respondents (primarily preparers) noted that, when viewed as a whole, the proposed disclosure guidance would have resulted in voluminous disclosures and they questioned whether the proposed disclosures were justifiable on a cost-benefit basis.

BC328. Because of those polarized views, the Boards held workshops with users of financial statements and preparers between September and December 2012 in London (United Kingdom), Tokyo (Japan), and Norwalk and New York City (United States). The objective of those workshops was to discuss issues on disclosure and transition and to identify potential solutions to address both users' needs for useful information and preparers' concerns about the costs of providing

that information. As a result of the feedback provided through workshops, other outreach efforts, and the comment letters, the Boards refined the disclosure guidance proposed in the 2011 Exposure Draft. Those refinements and the reasons for the Boards' decisions are explained in paragraphs BC330–BC361.

BC329. The Boards noted that the disclosure guidance in paragraphs 606-10-50-1 through 50-22 is comprehensive and represents a significant improvement from previous guidance. Some may observe that the overall volume of disclosure has increased compared with previous revenue disclosure guidance. However, the Boards observed that, to some extent, concerns about the increased volume were the inevitable consequence of addressing the shortcoming in the previous disclosure guidance. In addition, the Boards noted that many entities provide voluntary revenue disclosures outside the financial statements, and the Boards concluded that the increase in disclosure is necessary to improve previous disclosure practices and the usefulness of financial reporting.

Disclosure Objective and Materiality (Paragraphs 606-10-50-1 through 50-3)

BC330. The Boards decided that, consistent with other recent standards, Topic 606 should specify an objective for the revenue disclosures. In the Boards' view, a clear objective improves the interpretation and implementation of the disclosure guidance. This is because a preparer can assess whether the overall quality and informational value of its revenue disclosures are sufficient to meet the stated objectives. The Boards also observed that specifying an overall disclosure objective avoids the need for detailed and prescriptive disclosure guidance to accommodate the many and varied types of contracts with customers that are within the scope of Topic 606.

BC331. The Boards also decided to include disclosure guidance to help an entity meet the disclosure objective. However, those disclosures should not be viewed as a checklist of minimum disclosures, because some disclosures may be relevant for some entities or industries but may be irrelevant for others. The Boards also observed that it is important for an entity to consider the disclosures together with the disclosure objective and materiality. Consequently, paragraph 606-10-50-2 clarifies that an entity need not disclose information that is immaterial.

Contracts with Customers

BC332. To provide context for the disclosures, the Boards decided to require an entity to disclose the amount of revenue recognized from contracts with customers. The FASB noted that in the absence of a general financial statement presentation standard, it would require an entity to present or disclose the amount of revenue recognized from contracts with customers. However, the IASB noted that the general principles of IAS 1 would apply and therefore, an entity would need to disclose the amount of revenue recognized from contracts

with customers in the notes to the financial statements only if it was not otherwise presented.

BC333. In addition to the amount of revenue recognized, the Boards also decided to require an entity to disclose impairment losses from contracts with customers (if not presented in the statement of comprehensive income). The Boards made this decision as a consequence of their previous decisions not to reflect customer credit risk in the measurement of the transaction price and, therefore, the amount of revenue recognized for transactions that do not include a significant financing component (see paragraphs BC259–BC265). This is reflected in the core principle of Topic 606 that specifies that an entity recognize revenue at an amount that reflects the consideration to which the entity expects to be *entitled*.

BC334. In light of those decisions, the Boards decided that separately disclosing (or presenting) the impairment losses on contracts with customers provides the most relevant information to users of financial statements.

Disaggregation of Revenue (Paragraphs 606-10-50-5 through 50-6)

BC335. Revenue recognized in the statement of comprehensive income is a composite amount arising from many contracts with customers. This is because revenue can arise from the transfer of different goods or services and from contracts that involve different types of customers or markets. Users of financial statements explained that understanding those differences was critical to their analyses. Consequently, the Boards decided to require an entity to provide disaggregated revenue information to help users of financial statements understand the composition of the revenue from contracts with customers recognized in the current period.

BC336. In developing the guidance for disclosing disaggregated revenue, the Boards observed that some previous revenue recognition guidance required revenue to be disaggregated into its significant categories, including revenue arising from goods or services. However, because the most useful disaggregation of revenue depends on various entity-specific or industry-specific factors, the Boards decided that Topic 606 should not prescribe any specific factor to be used as the basis for disaggregating revenue from contracts with customers. Instead, the Boards decided to specify in paragraph 606-10-50-5 an objective for providing disaggregated information. The Boards noted that specifying an objective will result in the most useful information for users of financial statements because it enables an entity to disaggregate revenue into categories that are meaningful for its business. In addition, specifying an objective should result in disaggregation that is neither too aggregated nor too detailed.

BC337. The Boards also decided to provide implementation guidance because of requests for additional guidance about how to implement the objective and, in particular, how to determine the appropriate categories that an entity may use to disaggregate revenue from contracts with customers. The implementation guidance explains that the most appropriate categories depend on facts and circumstances; however, an entity should consider how revenue is disaggregated in other communications or for the purposes of evaluating financial performance. This is because entities often already disaggregate revenue in those communications and the categories used may be those that are most useful for users of financial statements and that meet the objective in paragraph 606-10-50-5. The implementation guidance also includes a list of examples of categories (for example, geographical region or product type) by which an entity might disaggregate its revenue. The Boards noted that the list of categories was compiled as examples that could be applied to many different entities, industries, and contracts. As a result, the list should not be viewed either as a checklist or as an exhaustive list. However, the Boards observed that an entity may need to disaggregate by more than one category to meet the objective.

BC338. The Boards also decided to require that an entity explain the relationship between the disaggregated revenue information required by paragraph 606-10-50-5 and the segment information required by Topic 280, Segment Reporting, and IFRS 8, *Operating Segments*. The Boards decided this because users of financial statements explained that it is critical to their analyses to understand not only the composition of revenue, but also how that revenue relates to other information provided in segment disclosures such as costs of goods sold, expenses, and assets used.

BC339. In developing the guidance, the Boards also considered whether the current segment reporting guidance in Topic 280 and IFRS 8 provided adequate information for users of financial statements in understanding the composition of revenue. That guidance requires an entity to disaggregate and disclose revenue for each operating segment (reconciled to total revenue). In addition, that guidance also requires an entity to disaggregate total revenue by products or services (or by groups of similar products or services) and geographical areas—if the entity's operating segments are not based on those factors.

BC340. However, despite some similarity to segment reporting, the Boards decided to require disaggregated revenue information for revenue from contracts with customers in Topic 606 because some entities are exempt from providing segment disclosures (for example, entities that are not listed on a public stock exchange). Furthermore, the Boards observed that segment information might be based on non-GAAP information (that is, the revenue that is reported to the chief operating decision maker may be recognized and measured on a basis that is not in accordance with Topic 606). The Boards also observed that the objective of providing segment information in accordance with Topic 280 or IFRS 8 is different from the objective for the disaggregation disclosure in Topic 606 and, therefore, segment revenue disclosures may not always provide users of

financial statements with enough information to help them understand the composition of revenue recognized in the period. Nonetheless, the Boards clarified in paragraph 606-10-50-3 that an entity does not need to provide disaggregated revenue disclosures if the information about revenue provided in accordance with Topic 280 or IFRS 8 meets the guidance specified in paragraph 606-10-50-5 and those revenue disclosures are based on the recognition and measurement guidance in Topic 606.

Contract Balances (Paragraphs 606-10-50-8 through 50-10)

BC341. Users of financial statements explained that they need to understand the relationship between the revenue recognized in a reporting period and the changes in the balances of the entity's contract assets and contract liabilities (that is, contract balances) to assess the nature, amount, timing, and uncertainty of revenue and cash flows arising from an entity's contracts with customers. Those users of financial statements noted that even though many entities currently recognize working capital balances such as unbilled receivables and deferred revenue, previous revenue recognition guidance did not require adequate disclosure about the relationship between those balances and the amount of revenue recognized. Consequently, the 2010 and the 2011 Exposure Drafts proposed that an entity disclose a reconciliation of the contract asset and the contract liability balances in a tabular format.

BC342. However, many preparers strongly opposed any requirements to reconcile the contract asset and the contract liability balances in a tabular format. Those preparers noted that it would be costly to compile and present the information because it was not tracked. Preparers also questioned the usefulness of this reconciliation to users of financial statements because the information was not used by management. In contrast, users of financial statements reiterated that some of the information in the reconciliation would be useful, including the information about contract liabilities, which would provide greater transparency about future revenues, which is critical to their analyses. However, users of financial statements also acknowledged that the rigid format of the proposed reconciliation had limitations that would have reduced its usefulness. This is because, for example, changes in contract assets and contract liabilities would have been disclosed on an aggregate basis (that is, changes in contract assets would have been offset by changes in contract liabilities) and, therefore, the extent of the changes in contract balances (and the reasons for those changes) would have been obscured.

BC343. In the discussion at the disclosure and transition workshops in 2012 (see paragraph BC328), preparers agreed that they could provide further information about contract balances that would be useful to users of financial statements. However, to limit the costs of providing that information, those preparers explained that they need greater flexibility in the format of this disclosure. Users of financial statements emphasized that it was critical to them to have information on the movements in the contract balances presented

separately because it would help them understand information about the following:

- a. The amount of the opening balance of the contract liability balance that will be recognized as revenue during the period
- b. The amount of the opening balance of the contract asset that will be transferred to accounts receivable or collected in cash during the period.

BC344. Before addressing concerns about format, the Boards considered whether they could address the cost concerns of preparers by limiting the scope of the reconciliation guidance to only contract balances for specific types of contracts (for example, long-term contracts). They did this because many users of financial statements observed that information about contract balances would be particularly important for entities that enter into long-term contracts with customers or that carry significant contract liability balances for other reasons (for example, prepaid service contracts). However, the Boards rejected this alternative for the following reasons:

- a. It would have been difficult to clearly identify the types of contracts or industries for which a reconciliation would (or would not) provide useful information.
- b. Limiting the scope of the reconciliation would have added complexity. This is because limiting the scope could have resulted in excluding some of an entity's contract assets and contract liabilities from the reconciliation and, therefore, additional information would have been required to relate the reconciled amounts of contract assets or contract liabilities to those recognized in the statement of financial position.
- c. Information on contract balances is useful for other contracts, in addition to long-term contracts, because, for example, there may be a number of contracts or businesses that have significant timing differences between payment and performance.

BC345. In light of their decision not to limit the scope of the disclosure, the Boards considered whether they could instead modify the format of the disclosure to address the concerns of preparers and users of financial statements. The Boards observed that neither users of financial statements nor preparers supported the format proposed in the 2010 and the 2011 Exposure Drafts because users of financial statements were concerned that the information about the movements in the contract balances was too aggregated to be useful and because preparers were concerned about the cost of compliance with such a rigid format. The Boards acknowledged that a previously rejected alternative format of a gross reconciliation of contract balances (that is, to show the remaining contractual rights and performance obligations in separate columns) would have been inappropriate because it would not respond to preparers' concerns about costs. This is because the cost of preparing and auditing the gross reconciliation would have been high, and possibly higher than the "net" reconciliation proposed in the 2011 Exposure Draft, because an entity would

have been required to measure all unperformed contracts, which would have required a high level of judgment.

BC346. Consequently, the Boards decided that, instead of requiring a tabular reconciliation of the aggregate contract balances, they would require an entity to disclose qualitative and quantitative information about the entity's contract balances (see paragraphs 606-10-50-8 through 50-10). This approach balances the needs of users of financial statements with preparers' concerns because the qualitative and quantitative disclosures provide users of financial statements with the information they requested (that is, information on when contract assets are typically transferred to accounts receivable or collected as cash and when contract liabilities are recognized as revenue). In addition, the Boards decided that those disclosures would be more cost-effective than a reconciliation. The Boards also observed that this approach would not result in a significant change for many entities that are already disclosing similar information. For example, the Boards observed that some long-term construction entities already disclosed information relating to balances similar to contract assets and contract liabilities—often referred to as *due from customers* or *unbilled accounts receivable*, and *due to customers* or *deferred revenue*.

BC347. The Boards also decided to require that an entity disclose the amount of revenue recognized in the period that relates to amounts allocated to performance obligations that were satisfied (or partially satisfied) in previous periods (for example, as a result of a change in transaction price or estimates related to the constraint on revenue recognized). Disclosing those amounts provides relevant information about the timing of revenue recognition that was not a result of performance in the current period and, thus, provides useful information about the current period operating results and on predicting future revenues. In addition, the Boards noted that this information is not provided elsewhere in the financial statements. Finally, the Boards noted that, consistent with general materiality requirements, they did not expect this disclosure to be provided if the amounts are immaterial.

Disclosure of the Transaction Price Allocated to the Remaining Performance Obligations (Paragraphs 606-10-50-13 through 50-15)

BC348. Many users of financial statements explained that information about the amount and timing of revenue that the entity expects to recognize from its existing contracts would be useful in their analyses of revenue. They also explained that the information would be most useful for long-term contracts because those contracts typically have the most significant amounts of unrecognized revenue.

BC349. The Boards observed that a number of entities often voluntarily disclose information about their long-term contracts, which is commonly referred to as *backlog information*. (Some entities also are required to produce this information

outside the financial statements in regulatory filings.) However, this information typically is presented outside the financial statements and may not be comparable across entities because there is not a common definition of *backlog*.

BC350. In light of those factors, the Boards decided to specify disclosure guidance to capture information about the amount and timing of revenue that an entity expects to recognize from the remaining performance obligations in the entity's existing contracts. The Boards observed that by disclosing that information, an entity would provide users of the entity's financial statements with additional information about the following:

- a. The amount and expected timing of revenue to be recognized from the remaining performance obligations in existing contracts
- b. Trends relating to the amount and expected timing of revenue to be recognized from the remaining performance obligations in existing contracts
- c. Risks associated with expected future revenue (for example, some observe that revenue is more uncertain if an entity does not expect to satisfy a performance obligation until a much later date)
- d. The effect of changes in judgments or circumstances on an entity's revenue.

BC351. Many respondents (including most preparers) disagreed with the Boards' decision to require such information to be disclosed in the financial statements. Those respondents highlighted different reasons for their disagreement as follows:

- a. The disclosure would be difficult and costly to prepare and audit because existing accounting systems are not designed to track and capture the required information, including the information on scheduling the timing of the satisfaction of those remaining performance obligations.
- b. The information provided by the disclosure could be misinterpreted because, depending on the nature of the entity's business(es), the disclosure may give prominence to only a relatively small subset of the entity's potential future revenues. In addition, the disclosure may include less information than the entity previously included in its backlog disclosure because future and cancellable executory contracts are excluded from the scope of the disclosure.
- c. The information appeared to be forward-looking in nature and, thus, should not be presented in the notes to the financial statements.

BC352. In redeliberating the disclosure guidance, taking into consideration the feedback received at the disclosure workshops, the Boards observed that the requirement to disclose information about remaining performance obligations should not impose significant incremental costs on an entity because the entity is already required by the revenue recognition guidance to determine and allocate the transaction price to the remaining performance obligations. Nonetheless, the

Boards decided to address preparers' concerns about costs of preparation as follows:

- a. Providing practical expedients to limit the scope of the disclosure (see paragraph 606-10-50-14). The Boards decided that including the practical expedient in paragraph 606-10-50-14(a) would ease the burden for the preparation of the disclosure and yet would not significantly decrease the usefulness of the information for users of financial statements. This is because users indicated that information for remaining performance obligations is most critical to their analyses when the contracts are long term. In addition, including the practical expedient in paragraph 606-10-50-14(b) would maintain the relief provided to an entity in paragraph 606-10-55-18 on measuring progress for those performance obligations (that is, performance obligations for which the entity has a right to consideration that corresponds directly with its performance completed to date). The Boards provided practical expedients rather than specifically limiting the scope because some preparers commented that it would be easier for them to comply with the requirement from an accounting systems and processes perspective if they could choose to include all of their remaining performance obligations in the disclosure.
- b. Eliminating the prescriptive approach to disclosing when the entity expects to satisfy its remaining performance obligations (see paragraph 606-10-50-13). Initially, the Boards proposed that an entity should follow a prescriptive approach in determining when the entity expects to satisfy its remaining performance obligations (that is, by requiring a quantitative disclosure of the remaining performance obligations, scheduled into one-year time bands). However, many respondents disagreed with that proposal on the basis that the rigid nature of the prescribed time bands would imply a degree of precision in the timing of revenue recognition that may not exist and, furthermore, would increase the costs of preparation. In response to that feedback, the Boards decided to permit an entity to estimate and present such information either on a quantitative basis, with time bands that are most appropriate for the duration of the remaining performance obligations (that is, not necessarily one-year time bands) or by using qualitative information (or both).

BC353. Some users of financial statements also asked for more information to be provided about the relationship between the amounts disclosed as an entity's remaining performance obligations and the entity's contract liabilities. (A contract liability arises if an entity receives consideration from a customer before the entity satisfies its performance obligations to the customer.) This is because the amount of the remaining performance obligations for which cash has been received is useful information. However, the Boards noted that contract liabilities are a subset of the amounts disclosed as the transaction price allocated to the

remaining performance obligations and paragraph 606-10-50-8(a) already requires the contract liability balance to be disclosed. Consequently, the Boards decided that no further disclosures should be required.

Performance Obligations (Paragraph 606-10-50-12)

BC354. Previous guidance in U.S. GAAP and IFRS requires entities to disclose their accounting policies for recognizing revenue (see the guidance in Topic 235, Notes to Financial Statements, and paragraph 10(e) of IAS 1). However, users of financial statements suggested that in many cases, an entity provides a “boilerplate” description of the accounting policy adopted without explaining how the accounting policy relates to the contracts that the entity enters into with customers. To address this criticism, paragraph 606-10-50-12 requires that an entity disclose information about its performance obligations in contracts with customers. This disclosure complements the accounting policy disclosure guidance in existing standards by requiring an entity to provide more descriptive information about its performance obligations.

Significant Judgments (Paragraphs 606-10-50-17 through 50-20)

BC355. U.S. GAAP and IFRS have general guidance for disclosing significant accounting estimates and judgments made by an entity. Because of the importance placed on revenue by users of financial statements, the Boards decided to require specific disclosures about the estimates used and the judgments made in determining the amount and timing of revenue recognition.

Assets Recognized from the Costs to Obtain or Fulfill a Contract with a Customer (Paragraphs 340-40-50-2 through 50-3)

BC356. The Boards decided to require that an entity disclose information about assets that it recognizes from the costs to obtain or fulfill a contract because information about those assets is useful to users. That information will help users of financial statements understand the types of costs that the entity has recognized as assets and how those assets are subsequently amortized or impaired. The Boards also decided that this disclosure was necessary to replace some of the previous disclosure guidance that was superseded by this Update.

BC357. The Boards decided not to require that information to be provided as a reconciliation because the cost of providing such a rigid disclosure would outweigh the benefit to users. In addition, most users agreed that the disclosure about the assets recognized from costs to obtain or fulfill a contract did not need to be provided as a reconciliation to provide relevant information. Consequently, the Boards decided to require disclosure of only the most critical information about assets recognized from the costs to obtain or fulfill a contract.

Disclosures Required for Interim Financial Statements

BC358. The Boards observed that in the absence of more specific disclosure guidance for interim financial statements, an entity should apply Topic 270, Interim Reporting, or IAS 34, *Interim Financial Reporting*, to determine the information about revenue from contracts with customers that the entity should disclose in its interim financial statements. That guidance requires, as a general principle, an entity to disclose information about significant changes in its financial position and performance since the end of the last annual reporting period. The Boards considered whether to amend Topic 270 and IAS 34 to specify that the entity provide the same quantitative disclosures about revenue in its interim financial statements as those in its annual financial statements.

BC359. Many preparers and other respondents broadly disagreed with the Boards' proposals to make amendments to Topic 270 and IAS 34. They explained that requiring all of the quantitative disclosures in interim financial statements would be too burdensome and difficult to achieve in the short time frames required for interim reporting. In contrast, users of financial statements had mixed views. Some users (including nearly all U.S.-based users) suggested that Topic 270 and IAS 34 should be amended to require the quantitative disclosures because of the importance of revenue and the need to have timely disclosures provided regularly in the interim financial statements. However, other users of financial statements explained that only the information about the disaggregation of revenue was critical to their interim analyses. Those users of financial statements also explained that timeliness in interim reporting was critical and that a requirement to provide other interim disclosures might unnecessarily delay the issuance of interim financial statements.

BC360. The FASB and the IASB reached different decisions on the amendments to Topic 270 and IAS 34. The IASB decided to amend IAS 34 to only add specific guidance that an entity should disclose disaggregated revenue information in interim financial statements. For all other disclosures related to revenue from contracts with customers, the IASB decided that the general principles of IAS 34 should apply. The IASB decided to add to IAS 34 a requirement to disclose disaggregated revenue information because users of financial statements explained that disaggregation was critical to their analyses, and because the information is typically already provided in interim financial statements; therefore, the requirement should not result in an entity incurring significant incremental costs. Furthermore, the general principle of IAS 34 to disclose information about an entity's significant changes in financial position and performance should provide users of financial statements with the other information they need about revenue at an interim reporting period. The IASB decided not to make further changes to IAS 34 without a more comprehensive review of the role of disclosure in interim financial reporting.

BC361. The FASB decided to amend Topic 270 to require the same quantitative disclosures about revenue in its interim financial statements as those in its

annual financial statements (excluding the cost disclosures). The FASB noted that it is helpful to provide entities with certainty about the information that should be provided in interim financial statements. In addition, the FASB observed that an entity would be compiling most of the information required for the disclosures on an interim basis for the purposes of revenue recognition, and therefore disclosing that information might not result in a significant amount of incremental costs. The FASB also observed that this information is useful to users of financial statements in assessing an entity's current and future financial performance.

Implementation Guidance (Paragraphs 606-10-55-2 through 55-91)

BC362. The Boards decided to include implementation guidance to clarify how the principles in Topic 606 should be applied, including how those principles should be applied to features found in a number of typical contracts with customers. Some of that implementation guidance has been included based on previous guidance in U.S. GAAP or IFRS that arose as a result of entities requesting clarification in more complex areas of revenue recognition. However, to be consistent with the objective of developing a single revenue recognition model, the Boards did not provide guidance that would have applied only to specific industries (see paragraphs BC2 and BC3).

Sale with a Right of Return (Paragraphs 606-10-55-22 through 55-29)

BC363. In some contracts, an entity transfers a good to a customer and also grants the customer the right to return it. The Boards decided that, conceptually, a contract with a right of return includes at least two performance obligations—a performance obligation to provide the good to the customer and a performance obligation for the return right service, which is a standready obligation to accept the goods returned by the customer during the return period.

BC364. In relation to performance obligations to provide customers with goods, the Boards decided that, in effect, an entity has made an uncertain number of sales. This is because it is only after the return right expires that the entity will know with certainty how many sales it has made (that is, how many sales did not fail). Consequently, the Boards decided that an entity should not recognize revenue for the sales that are expected to fail as a result of customers exercising their return rights. Instead, the entity should recognize a liability for its obligation to refund amounts to customers.

BC365. The Boards decided that in determining the amount of revenue to recognize (that is, the amount of the refund obligation), an entity should use the principles for recognizing and measuring variable consideration. Using those principles, an entity would recognize revenue only to the extent that it is probable

that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the right of return is subsequently resolved. When the entity determines that it cannot recognize all of the consideration received as revenue for the sale of goods with a right of return, the entity would recognize some of the consideration received as a refund liability.

BC366. The Boards considered whether to account for the return right service as a performance obligation, in addition to any refund liability that is recognized. If an entity does not recognize a performance obligation for the return right service, it should recognize all of the revenue and margin in the contract once the customer obtains control of the good. That outcome might not faithfully depict the entity's performance under the contract. However, the Boards noted that accounting for the return right service as a performance obligation, in addition to the refund liability, would typically require the entity to estimate the standalone selling price of that service. Because, in many cases, the number of returns is expected to be only a small percentage of the total sales and the return period is often short (such as 30 days), the Boards decided that the incremental information provided to users of financial statements by accounting for the return right service as a performance obligation would not have justified the complexities and costs of doing so. Consequently, the Boards decided that the return right service should not be accounted for as a performance obligation.

BC367. A return right gives an entity a contractual right to recover the good from a customer if the customer exercises its option to return the good and obtain a refund. The Boards decided that the right to recover the good should be recognized as an asset rather than offset against the refund liability. The Boards observed that recognizing the asset separately from the refund liability provides greater transparency and ensures that the asset is considered for impairment testing.

Warranties (Paragraphs 606-10-55-30 through 55-35)

BC368. When an entity sells a product (whether that product is a good or service) to a customer, the entity may also provide the customer with a warranty on that product. The warranty might be described as, for example, a manufacturer's warranty, a standard warranty, or an extended warranty. The Boards decided to provide specific guidance on applying the revenue recognition model to warranties because many contracts with customers for the sale of products include a warranty and the nature of that warranty may vary across products, entities, and jurisdictions.

BC369. In the Discussion Paper, the Boards proposed accounting for all warranties consistently because a unifying feature of all warranties is that an entity promises to stand ready to replace or repair the product in accordance with the terms and conditions of the warranty. The Discussion Paper proposed that a promise to stand ready would provide a customer with a service of warranty coverage, which would have been a performance obligation to which revenue

would be attributed. However, most respondents to the Discussion Paper stated that the accounting for warranties should reflect the fact that some product warranties are different from others. Some warranties protect the customer from defects that exist when the product is transferred to the customer, and other warranties protect the customer from faults that arise after the product has been transferred to the customer. Those respondents commented that the customer does not receive a separate service if the warranty only protects the customer from the product defects that were present at the time of sale. Consequently, any subsequent repairs or replacements to remedy those defects are additional costs of providing the product and, therefore, relate to an entity's past performance.

BC370. In light of that feedback, the Boards decided to account for some warranties differently from others. The Boards considered distinguishing warranties on the basis of when the fault in the products arises; however, respondents explained that such a distinction was not operational. Therefore, the Boards decided to distinguish warranties on the basis of whether the warranty provides the customer with a service in addition to the assurance that the related product complies with the agreed-upon specifications. Specifically, the Boards decided that when the warranty provides a service (that is, a service-type warranty), the warranty should be accounted for as a performance obligation.

Warranties That Are Performance Obligations (Service-Type Warranties)

BC371. For some types of warranties, an entity either sells separately or negotiates separately with a customer so that the customer can choose whether to purchase the warranty coverage. That fact provides objective evidence that the promised warranty provides a service to the customer in addition to the promised product. Consequently, the Boards decided that this type of promised warranty is a performance obligation in accordance with paragraphs 606-10-25-14 through 25-22.

BC372. The Boards decided that warranties that are not sold separately by the entity, or negotiated separately with the customer, also should be identified as performance obligations if the facts and circumstances suggest that the warranty (or a part of the warranty) provides a service to the customer, in addition to the assurance that the entity's past performance was as specified in the contract. The Boards noted the following about this decision:

- a. It provides a clear principle that allows an entity to account for economically similar warranties in a similar manner, regardless of whether the warranties are separately priced or negotiated.
- b. It is consistent with the general principles for identifying performance obligations.
- c. It removes the bright line in previous U.S. GAAP that distinguishes between different types of warranties based solely on whether the warranty is separately priced.

BC373. A warranty that meets the requirements in paragraphs 606-10-55-30 through 55-35 to be accounted for as a performance obligation might also meet the criteria for classification as an insurance contract. However, only warranties issued directly by a third party would be accounted for as insurance contracts according to the proposals in the Boards' respective projects on the accounting for insurance contracts.

Warranties That Are Not Performance Obligations (Assurance-Type Warranties)

BC374. The Boards considered whether an assurance-type warranty should be accounted for as either of the following:

- a. A separate liability to replace or repair a defective product
- b. An unsatisfied performance obligation, because the entity has not provided the customer with a product that is free from defects at the time of sale.

BC375. The proposals in the 2010 Exposure Draft would have required an entity that provides an assurance-type warranty to a customer to assess whether it had satisfied its performance obligation to transfer the product specified in the contract. The entity would have been required to determine the likelihood of the existence of defective products that it had sold to customers and their quantity and, as a consequence, not recognize revenue to the extent that those performance obligations were not satisfied. An advantage of that proposal would have been that an entity would not have recognized the entire transaction price as revenue when the product transferred to the customer, because a portion of the transaction price would not have been recognized as revenue until the entity had repaired or replaced the products that were expected to be defective. However, the Boards decided not to retain that proposal, mainly for the following practical reasons:

- a. There would have been complexities associated with the guidance for an entity to continue to recognize as "inventory" products that had been delivered to customers and that were expected to be defective.
- b. Any margin attributable to the repair or replacement of a product in an assurance-type warranty would have been unlikely to significantly distort the pattern of recognition of the overall contract margin.

BC376. Accordingly, the Boards decided that an entity should recognize an assurance-type warranty as a separate liability to replace or repair a defective product. Consequently, an entity should recognize a warranty liability and corresponding expense when it transfers the product to the customer, and the liability should be measured in accordance with Topic 460, Guarantees, or IAS 37. In contrast to the accounting for service-type warranties, an entity should not attribute any of the transaction price (and therefore revenue) to an assurance-type warranty. Some warranties may include both assurance features and

service features. The Boards decided that if an entity cannot reasonably account for those assurance features of the warranty separately from the service features, the entity should be allowed to account for the warranties together as a single performance obligation. That accounting ensures that the entity does not overstate the recognition of revenue at the time that the product transfers to the customer and also relieves the entity from identifying and accounting separately for the two components of the warranty coverage.

Statutory Warranties

BC377. In some jurisdictions, the law requires an entity to provide warranties with the sale of its products. The law might state that an entity is required to repair or replace products that develop faults within a specified period from the time of sale. Consequently, those statutory warranties may appear to be service-type warranties because they cover faults arising after the time of sale, not merely defects existing at the time of sale. However, the Boards decided that the law can be viewed as simply operationalizing an assurance-type warranty. In other words, the objective of those statutory warranties is to protect the customer against the risk of purchasing a defective product. But rather than requiring the entity to determine whether the product was defective at the time of sale, the law presumes that if a fault arises within a specified period (which can vary depending on the nature of the product), the product was defective at the time of sale. Consequently, these statutory warranties should be accounted for as assurance-type warranties.

Product Liability Laws

BC378. The Boards clarified that product liability laws do not give rise to performance obligations. Those laws typically require an entity to pay compensation if one of its products causes harm or damage. The Boards noted that an entity should not recognize a performance obligation arising from those laws because the performance obligation in a contract is to transfer the product to the customer. To the extent that an entity expects the product(s) to be defective, the entity should recognize a liability for the expected costs to repair or replace the product (see paragraph 606-10-55-35). Any obligation of the entity to pay compensation for the damage or harm that its product causes is separate from the performance obligation. The Boards noted that an entity should account for this obligation separately from the contract with the customer and in accordance with the guidance on loss contingencies in Topic 450 or IAS 37.

Principal versus Agent Considerations (Paragraphs 606-10-55-36 through 55-40)

BC379. Previous revenue guidance required an entity to assess whether it was acting as a principal or an agent when goods or services were transferred to a customer. That assessment was necessary to determine whether an entity should recognize revenue for the gross amount of customer consideration (if the entity was determined to be a principal) or for a net amount after the supplier was compensated for its goods or services (if the entity was determined to be an agent).

BC380. Topic 606 also requires an entity to determine whether it is a principal or an agent. This is because the performance obligations of principals and agents are different. A principal controls the goods or services before they are transferred to a customer. Consequently, the principal's performance obligation is to transfer those goods or services to the customer. Therefore, recognizing revenue at the gross amount of the customer consideration faithfully depicts the consideration to which the entity is entitled for the transfer of the goods and services. In contrast, an agent does not control the goods or services before they are transferred to a customer. The agent merely facilitates the sale of goods or services between a principal and the customer. Consequently, an agent's performance obligation is to arrange for another party to provide the goods or services to the customer. Therefore, the transaction price attributable to an agent's performance obligation is the fee or commission that the agent receives for providing those services.

BC381. The Boards observed that identifying an entity's promise (that is, the performance obligation) in a contract is fundamental to the determination of whether the entity is acting as a principal or an agent. This is because identifying the nature of the entity's performance obligation is necessary for the entity to determine whether it controls the goods or services that have been promised before they are transferred to a customer. For example, a travel agent could be the principal in some contracts with customers if the travel agent determines that its promise is to provide a right to a flight (that is, a ticket) instead of a promise to provide the flight. However, to conclude whether they are a principal or an agent, the travel agent also would need to consider whether it controlled that right before transferring it to the customer, which may occur when the travel agent purchases the tickets in advance for sales to future customers.

BC382. The nature of the entity's promise may not always be readily apparent. For that reason, the Boards included indicators in paragraph 606-10-55-39 to help an entity determine whether the entity controls the goods or services before transferring them and thus whether the entity is a principal or an agent. Those indicators are based on indicators that were included in previous revenue recognition guidance in U.S. GAAP and IFRS. However, as noted in paragraph BC380, the indicators in Topic 606 have a different purpose than previous revenue recognition guidance in that they are based on the concepts of

identifying performance obligations and the transfer of control of goods or services.

BC383. After an entity identifies its promise and determines whether it is the principal or the agent, the entity would recognize revenue when it satisfies its performance obligation. This would occur when control of the promised goods or services transfers to the customer. The Boards observed that in some contracts in which the entity is the agent, control of the goods or services promised by the agent might transfer before the customer receives the goods or services from the principal. For example, an entity might satisfy its promise to provide customers with loyalty points when those points are transferred to the customer if:

- a. The entity's promise is to provide loyalty points to customers when the customer purchases goods or services from the entity.
- b. The points entitle the customers to future discounted purchases with another party (that is, the points represent a material right to a future discount).
- c. The entity determines that it is an agent (that is, its promise is to arrange for the customers to be provided with points) and the entity does not control those points before they are transferred to the customer.

BC384. In contrast, the Boards observed that, if the points entitle the customers to future goods or services to be provided by the entity, the entity may conclude it is not an agent. This is because the entity's promise is to provide those future goods or services and thus the entity controls both the points and the future goods or services before they are transferred to the customer. In these cases, the entity's performance obligation may only be satisfied when the future goods or services are provided.

BC385. In other cases, the points may entitle customers to choose between future goods or services provided by either the entity or another party. The Boards observed that in those cases, to determine when the performance obligation is satisfied, the entity would need to consider the nature of its performance obligation. This is because until the customer has chosen the goods or services to be provided (and thus whether the entity or the third party will provide those goods or services), the entity is obliged to stand ready to deliver goods or services. Thus, the entity may not satisfy its performance obligation until such time as it either delivers the goods or services or is no longer obliged to stand ready. The Boards also observed that if the customer subsequently chooses the goods or services from another party, the entity would need to consider whether it was acting as an agent and thus should recognise revenue for only a fee or commission that the entity received from providing the services to the customer and the third party. The Boards noted that this is consistent with previous revenue recognition guidance in IFRS for customer loyalty programs.

Customer Options for Additional Goods or Services (Paragraphs 606-10-55-41 through 55-45)

BC386. In some contracts, customers are given an option to purchase additional goods or services. The Boards considered when those options should be accounted for as a performance obligation. During those discussions, the Boards observed that it can be difficult to distinguish between the following:

- a. An option that the customer pays for (often implicitly) as part of an existing contract, which would be a performance obligation to which part of the transaction price is allocated
- b. A marketing or promotional offer that the customer did not pay for and, although made at the time of entering into a contract, is not part of the contract, and that would not be a performance obligation in that contract.

BC387. Similar difficulties in distinguishing between an option and an offer have arisen in U.S. GAAP for the software industry. Previous U.S. GAAP revenue recognition guidance for the software industry specified that an offer of a discount on future purchases of goods or services was presumed to be a separate option in the contract, if that discount was significant and also incremental both to the range of discounts reflected in the pricing of other elements in that contract and to the range of discounts typically given in comparable transactions. Those notions of “significant” and “incremental” form the basis for the principle of a material right that is used to differentiate between an option and a marketing or promotional offer. However, the Boards observed that even if the offered discount is not incremental to other discounts in the contract, it nonetheless could, in some cases, give rise to a material right to the customer. Consequently, the Boards decided not to carry forward that part of the previous revenue recognition guidance from U.S. GAAP into Topic 606.

BC388. Some respondents asked the Boards to clarify whether specific options, such as customer loyalty points, should be accounted for as a performance obligation when the arrangement involves more than two parties. This often occurs in a credit card arrangement in which an entity provides the credit card holder with points based on the amount of purchases made at other entities (often referred to as “merchants”). The Boards determined that the assessment of whether any loyalty points represent a performance obligation requires an analysis of the facts and circumstances in each arrangement. The Boards decided not to provide any further guidance because the issue was specific to the credit card industry and the Boards observed that these arrangements are often complex and can vary significantly. Furthermore, the Boards noted that Topic 606 includes all the requirements to enable entities to account for the various arrangements.

Allocating the Transaction Price

BC389. In accordance with Topic 606, an entity is required to determine the standalone selling price of the option so that it can allocate part of the transaction price to that performance obligation. In some cases, the standalone selling price of the option may be directly observable. In many cases though, the standalone selling price of the option will need to be estimated.

BC390. Option pricing models can be used to estimate the standalone selling price of an option. The price of an option includes the intrinsic value of the option (that is, the value of the option if it were exercised today) and its time value (that is, the value of the option that depends on the time until the expiration and the volatility of the price of the underlying goods or services). The Boards decided that the benefits to users of financial statements of allocating some of the transaction price to the price and availability guarantees inherent in the time value component of the option price would not have justified the costs and difficulties to do so. However, the Boards decided that an entity should be able to readily obtain the inputs necessary to measure the intrinsic value of the option in accordance with paragraph 606-10-55-44 and that those calculations should be relatively straightforward and intuitive. This measurement approach is consistent with the application guidance that was provided for measuring customer loyalty points in previous revenue recognition guidance in IFRS.

Renewal Options

BC391. A renewal option gives a customer the right to acquire additional goods or services of the same type as those supplied under an existing contract. This type of option could be described as a renewal option within a relatively short contract (for example, a one-year contract with an option to renew that contract for a further year at the end of the first and second years) or a cancellation option within a longer contract (for example, a three-year contract that allows the customer to discontinue the contract at the end of each year). A renewal option could be viewed similarly to other options to provide additional goods or services. In other words, the renewal option could be a performance obligation in the contract if it provides the customer with a material right that it otherwise could not obtain without entering into that contract.

BC392. However, there are typically a series of options in cases in which a renewal option provides a customer with a material right. In other words, to exercise any option in the contract, the customer must have exercised all the previous options in the contract. The Boards decided that determining the standalone selling price of a series of options would have been complex because doing so would have required an entity to identify various inputs, such as the standalone selling prices for the goods or services for each renewal period and the likelihood that the customers will renew for the subsequent period. In other words, the entity would have had to consider the entire potential term of the

contract to determine the amount of the transaction price from the initial period that should be deferred until later periods.

BC393. For that reason, the Boards decided to provide an entity with a practical alternative to estimating the standalone selling price of the option. The practical alternative requires an entity to include the optional goods or services that it expects to provide (and corresponding expected customer consideration) in the initial measurement of the transaction price. In the Boards' view, it is simpler for an entity to view a contract with renewal options as a contract for its expected term (that is, including the expected renewal periods) rather than as a contract with a series of options.

BC394. The Boards developed two criteria to distinguish renewal options from other options to acquire additional goods or services. The first criterion specifies that the additional goods or services underlying the renewal options must be similar to those provided under the initial contract—that is, an entity continues to provide what it was already providing. Consequently, it is more intuitive to view the goods or services underlying such options as part of the initial contract. In contrast, customer loyalty points and many discount vouchers should be considered to be separate deliverables in the contract because the underlying goods or services may be of a different nature.

BC395. The second criterion specifies that the additional goods or services in the subsequent contracts must be provided in accordance with the terms of the original contract. Consequently, the entity's position is restricted because it cannot change those terms and conditions and, in particular, it cannot change the pricing of the additional goods or services beyond the parameters specified in the original contract. That too is different from examples such as customer loyalty points and discount vouchers. For example, if an airline offers flights to customers in exchange for points from its frequent flyer program, the airline is not restricted because it can subsequently determine the number of points that are required to be redeemed for any particular flight. Similarly, when an entity grants discount vouchers, it has typically not restricted itself with respect to the price of the subsequent goods or services against which the discount vouchers will be redeemed.

Customers' Unexercised Rights (Breakage) (Paragraphs 606-10-55-46 through 55-49)

BC396. Some respondents asked the Boards to provide guidance on how to account for a customer's nonrefundable prepayment for the right to receive goods or services in the future. Common examples include the purchase of gift cards and nonrefundable tickets.

BC397. The Boards noted that the guidance on the allocation of the transaction price to customer options implicitly explains how to account for situations in which the customer does not exercise all of its contractual rights to those goods

or services (that is, breakage). However, the Boards decided to clarify how to account for breakage in situations in which there is only one performance obligation in the contract (that is, how to account for breakage in customer options when there is no need to allocate the transaction price and, therefore, no need to determine a standalone selling price).

BC398. Consequently, the Boards included implementation guidance on the accounting for breakage. That guidance requires the same pattern of revenue recognition as the guidance for customer options. Thus, an entity should recognize revenue from breakage as it performs under the contract on the basis of the transfer of the goods or services promised in the contract. This effectively increases the transaction price allocated to the individual goods or services transferred to the customer to include the revenue from the entity's estimate of unexercised rights. The Boards decided that this approach represents the most appropriate pattern of revenue recognition for breakage because if an entity expected that customers would exercise all of their rights (that is, if the entity did not expect any breakage), it might increase the price of its goods or services. For example, an airline that sells nonrefundable tickets would presumably charge a higher price per ticket if there was no expectation of breakage.

BC399. The Boards also decided that an entity should recognize revenue for breakage only if it is probable that doing so would not result in a subsequent significant revenue reversal (see paragraphs 606-10-32-11 through 32-13). Otherwise, the entity's performance obligation to stand ready to provide future goods or services could be understated.

BC400. The Boards considered but rejected an approach that would have required an entity to recognize estimated breakage as revenue immediately on the receipt of prepayment from a customer. The Boards decided that because the entity has not performed under the contract, recognizing revenue would not have been a faithful depiction of the entity's performance and also could have understated its obligation to stand ready to provide future goods or services.

BC401. Some respondents questioned whether the accounting for breakage is consistent with that for customer options in Topic 606. Those respondents explained that for customer options, breakage is taken into account when determining the standalone selling price of the option as required by paragraph 606-10-55-44. Therefore, those respondents were concerned that when the consideration is allocated between the option and another performance obligation, some of the breakage on the option would be recognized when the other performance obligation is satisfied, which could occur before any rights under the options are exercised by the customer. However, the Boards observed that when there are two (or more) performance obligations, Topic 606 requires an entity to allocate the overall consideration between the performance obligations on the basis of their relative standalone selling prices; therefore, any discount on the combined bundle of goods or services is allocated on that basis (unless the entity meets the guidance in paragraph 606-10-32-37 or 32-40 to

allocate on another basis). In other words, any difference between the sum of the standalone selling prices of the option and the other promised goods or services compared with the overall consideration would be recognized when (or as) the entity transfers the goods or services promised in the contract, which is consistent with the pattern of revenue recognition for breakage when there is only one performance obligation.

Licensing (Paragraphs 606-10-55-54 through 55-65)

BC402. In the 2011 Exposure Draft, the Boards proposed that a license grants a customer a right to use, but not own, intellectual property of the entity. Consequently, the 2011 Exposure Draft viewed the nature of the promised asset in a license as a right to use an intangible asset that is transferred at a point in time. This is because the Boards' view at that time was that there is a point at which the customer obtains the ability to direct the use of, and obtain substantially all of the benefits from, the right to use the intellectual property. However, the 2011 Exposure Draft also explained that revenue may be recognized over time for some contracts that include a license if that license is not distinct from other promises in the contract that may transfer to the customer over time.

BC403. In light of the feedback received on the 2011 Exposure Draft, the Boards reconsidered whether the nature of the promised asset in a license is always a right that transfers at a point in time. In the examples they considered, the Boards observed that licenses vary significantly and include a wide array of different features and economic characteristics, which lead to significant differences in the rights provided by a license. In some of the examples, the Boards observed that the customer might be viewed as not obtaining control of the license at a point in time. This is because the intellectual property to which the customer has obtained rights is dynamic and will change as a result of the entity's continuing involvement in its intellectual property, including activities that affect that intellectual property. In those cases, the customer may not be able to direct the use of, and obtain substantially all of the remaining benefits from, the license at the time of transfer. In other words, what the license provides to the customer is access to the intellectual property in the form in which it exists at any given moment. (Those notions were supported by some respondents who opposed the proposal in the 2011 Exposure Draft that all distinct licenses represent the transfer of a right to use an intangible asset.)

BC404. Consequently, the Boards decided to specify criteria for determining whether the nature of the entity's promise in granting a license is to provide a customer with a right to access the entity's intellectual property as it exists throughout the license period or a right to use the entity's intellectual property as it exists at a point in time when the license is granted. The Boards noted that these criteria were necessary to distinguish between the two types of licenses, rather than strictly relying on the control guidance because it is difficult to assess

when the customer obtains control of assets in a license without first identifying the nature of the entity's performance obligation.

BC405. However, the Boards observed that before applying the criteria, an entity should assess the goods or services promised in the contract and identify, as performance obligations, the promises that transfer the goods or services to the customer.

Identifying the Performance Obligations

BC406. The Boards observed that, as is the case with other contracts, contracts that include a license require an assessment of the promises in the contract and the criteria for identifying performance obligations (see paragraphs 606-10-25-19 through 25-22). This would include an assessment of whether the customer can benefit from the license on its own or together with other resources that are readily available (see paragraph 606-10-25-19(a)) and whether the license is separately identifiable from other goods or services in the contract (see paragraph 606-10-25-19(b)). The Boards observed that this assessment may sometimes be challenging because the customer can often obtain benefit from the license on its own (that is, the license is capable of being distinct). However, in many cases, the customer can benefit from the license only with another good or service that also is promised (explicitly or implicitly) in the contract; therefore, the license is not separately identifiable from other goods or services in the contract. This may occur when:

- a. A license forms a component of a tangible good and is integral to the good's functionality—Software (that is, a license) is often included in tangible goods (for example, a car) and in most cases, significantly affects how that good functions. In those cases, the customer cannot benefit from the license on its own (see paragraph 606-10-25-19(a)) because the license is integrated into the good (see paragraph 606-10-25-21(a)); that is, the license is an input to produce that good which is an output.
- b. A license that the customer can benefit from only in conjunction with a related service—This may occur when an entity provides a service, such as in some hosting or storage services, that enables the customer to use a license such as software, only by accessing the entity's infrastructure. In those cases, the customer does not take control of the license and, therefore, cannot benefit from (or use) the license on its own (see paragraph 606-10-25-19(a)) without the hosting service. In addition, the use of the license is highly dependent on or highly interrelated with the hosting service (see paragraph 606-10-25-21(c)).

BC407. If the customer cannot benefit from the license on its own, and/or the license cannot be separated from other promises in the contract, the license would not be distinct and, thus, would be combined with those other promises (see paragraph 606-10-25-22). The entity would then determine when the single

performance obligation is satisfied on the basis of when the good or service (that is, the output) is transferred to the customer. The Boards noted that in some cases, the combined good or service transferred to the customer may have a license as its primary or dominant component. When the output that is transferred is a license, or when the license is distinct, the entity would apply the criteria in paragraph 606-10-55-60 to determine whether the promised license provides the customer with access to the entity's intellectual property or a right to use the entity's intellectual property.

Developing the Criteria for Licenses That Provide a Right to Access

BC408. As noted in paragraph BC404, the Boards decided to specify criteria in paragraph 606-10-55-60 for determining if the intellectual property will change and, thus, if a license provides a customer with a right to access the entity's intellectual property. If those criteria are not met, the license provides the customer with a right to use an entity's intellectual property as that intellectual property exists (in the form and with the functionality) at the point in time when the license transfers to the customer. To ensure that all licenses are accounted for as either a right of access or a right to use, the Boards decided to specify criteria for only one type of license. In determining for which type of license they should develop criteria, the Boards observed that it was easier to determine when the intellectual property to which the customer has rights was changing (that is, was dynamic), rather than when it was static.

BC409. In developing the criteria, the Boards observed that the main factor that results in the intellectual property changing is when the contract requires, or the customer reasonably expects, that the entity undertakes activities that do not directly transfer goods or services to a customer (that is, they do not meet the definition of a performance obligation). The activities may be part of an entity's ongoing and ordinary activities and customary business practices. However, the Boards noted that it was not enough that the entity undertook activities, but also that those activities affected the intellectual property to which the customer has rights and, thus, exposes the customer to positive or negative effects. In those cases, the customer essentially will be using the most recent form of the intellectual property throughout the license period. The Boards observed that when the activities do not affect the customer, the entity is merely changing its own asset, which, although it may affect the entity's ability to provide future licenses, would not affect the determination of what the license provides or what the customer controls.

BC410. The Boards noted that the assessment of the criteria would not be affected by other promises in the contract to transfer goods or services (that is, performance obligations) that are separate from the license. This is because the nature and pattern of transfer of each (separate) performance obligation in a contract would not affect the timing of other promised goods or services in the

contract and, thus, would not affect the identification of the rights provided by the license. This is because, by definition, a performance obligation is separate from the other promises in the contract. Consider a contract to provide a car and ongoing maintenance services—that is, two distinct goods or services (and thus two separate performance obligations). In this case, it seems counterintuitive to include the promise to provide a (separate) maintenance service when determining the nature and timing of the entity’s performance related to the transfer of the car. A similar example can be drawn from a contract that includes a software license and a promise to provide a service of updating the customer’s software (sometimes included in a contract as post-contract support), in which the post-contract support is identified as a distinct good or service. This is because the entity would not consider the post-contract support when determining when control of the software transfers to the customer. In other words, a promise to transfer separate updates to the license would not be considered in the assessment of the criteria in paragraph 606-10-55-60 and, furthermore, would be specifically excluded by criterion (c) in that paragraph.

BC411. The Boards also noted that an entity would exclude the factors specified in paragraph 606-10-55-64 for the following reasons:

- a. Restrictions of time, geographical region, or use that define the attributes of the asset conveyed in a license—An entity would not consider restrictions of time, geographical region, or use because they define attributes of the rights transferred rather than the nature of the underlying intellectual property and the rights provided by the license. Consider, for example, a term license that permits the customer to show a movie in its theatre six times over the next two years. The restrictions in that example determine the nature of the asset that the entity has obtained (that is, six showings of the movie), rather than the nature of the underlying intellectual property (that is, the underlying movie).
- b. Guarantees provided by the entity that it has a valid patent to intellectual property and that it will defend and maintain that patent—Guarantees that the entity has a valid patent would not be included in the assessment of the criteria for determining the rights provided in a license because those promises are part of the entity’s representation that the intellectual property is legal and valid (this notion was previously included in the 2011 Exposure Draft).

BC412. In developing the criteria, the Boards considered, but rejected, differentiating licenses based on the following factors:

- a. Term of the license—The length of a license term is a restriction that represents an attribute of the asset transferred and does not provide information on the nature of the underlying intellectual property or on the nature of the entity’s promise. For those reasons, the license term does not depict when a customer obtains control of the promised license.

- b. Exclusivity—The 2010 Exposure Draft proposed to distinguish between licenses (that is, whether they were a performance obligation satisfied over time or at a point in time) on the basis of whether the license was exclusive. Many respondents to the 2010 Exposure Draft explained that a distinction based on exclusivity was inconsistent with the control principle because exclusivity does not affect the determination of the entity's performance. In addition, respondents stated that a distinction based on exclusivity would not be operational because it would require the Boards to provide more clarity on how the term *exclusive* would be interpreted. The Boards observed that exclusivity is another restriction that represents an attribute, or the asset transferred, rather than the nature of the underlying intellectual property or the entity's promise in granting a license.
- c. Consumption of the underlying intellectual property—The Boards also considered but rejected an approach that would differentiate between licenses on the basis of the amount of the underlying intellectual property that was used up, or consumed by, a license. This is because the intellectual property can be divided in many ways such as by time, geographical region or other restriction on use, and the rights can be provided to more than one customer at the same time through different licenses. Consequently, it would be difficult for an entity to determine how much of the intellectual property was consumed by a particular license.
- d. Payment terms—The Boards decided not to use payment terms to differentiate between licenses. This is because payment terms are not indicative of whether the license provides the customer with a right to access or right to use the intellectual property of the entity and thus when the performance obligation is satisfied. Instead, payment terms will be agreed by the customer and the entity and will reflect other economic factors such as credit risk and potential cash flows of the asset.

BC413. The Boards also considered whether to include a criterion that differentiated the nature of an entity's promise when the promised consideration is dependent on the customer's sales from, or usage of, the license (often referred to as a sales-based or a usage-based royalty). As a criterion for differentiating licenses, this would have resulted in *all* of the promised consideration being recognized over time for such licenses, including any fixed amount. The Boards decided not to include royalties as a criterion for differentiating licenses because the existence of a sales-based or a usage-based royalty does not solely define performance over time. However, the Boards observed that, in some cases, the existence of a sales-based or a usage-based royalty can indicate a "shared economic interest" between the entity and the customer in the intellectual property being licensed and therefore the customer could reasonably expect that the entity will undertake activities that affect the intellectual property to which the license relates. The Boards also decided,

however, to include an exception for the revenue recognition pattern of sales-based or usage-based royalties (see paragraphs BC415–BC421).

When Is the Performance Obligation Satisfied?

BC414. The Boards observed that when the license provides the customer with access to the entity's intellectual property, the promised license represents a performance obligation satisfied over time because the customer will simultaneously receive and benefit from the entity's performance as the performance occurs—that is, the criterion in paragraph 606-10-25-27(a) will be met. However, when the license provides the customer with a right to the entity's intellectual property, the Boards decided that the performance obligation will be satisfied at a point in time. In those cases, an entity would need to assess the point in time at which the performance obligation is satisfied (that is, when the customer obtains control of the license) by applying paragraph 606-10-25-30. The Boards also decided to specify that control of a license could not transfer before the beginning of the period during which the customer can use and benefit from the licensed property. If the customer cannot use and benefit from the licensed property then, by definition, it does not control the license. The Boards noted that when viewed from the entity's perspective, performance may appear to be complete when a license has been provided to the customer, even if the customer cannot yet use that license. However, the Boards observed that the definition of control in paragraph 606-10-25-25 focuses on the customer's perspective, as explained in paragraph BC121.

Consideration in the Form of Sales-Based or Usage-Based Royalties

BC415. The Boards decided that for a license of intellectual property for which the consideration is based on the customer's subsequent sales or usage, an entity should not recognize any revenue for the variable amounts until the uncertainty is resolved (that is, when a customer's subsequent sales or usage occurs). The Boards had proposed a similar requirement in the 2011 Exposure Draft because both users and preparers of financial statements indicated that it would not be useful for an entity to recognize a minimum amount of revenue for those contracts. This is because that approach inevitably would have required the entity to report, throughout the life of the contract, significant adjustments to the amount of revenue recognized at inception of the contract as a result of changes in circumstances, even though those changes in circumstances are not related to the entity's performance. The Boards observed that this would not result in relevant information, particularly in contracts in which the sales-based or usage-based royalty is paid over a long period of time.

BC416. In redeliberating the 2011 Exposure Draft, the Boards observed that because the restriction for a sales-based or usage-based royalty on a license of intellectual property was structured to apply to only a particular type of

transaction, other economically similar types of transactions might be accounted for differently. For example, the restriction would not apply to tangible goods that include a significant amount of intellectual property and instead, any variable consideration to which the entity is entitled in exchange for those tangible goods would be considered under the general guidance on constraining estimates of variable consideration. Some respondents questioned the conceptual rationale for including a restriction that could in some cases result in an outcome that was not consistent with the requirement to recognize some or all of an estimate of variable consideration. Others asked whether they could apply the restriction by analogy if the promised good or service had characteristics similar to a license of intellectual property and the consideration depended on the customer's future actions. Consequently, the Boards considered whether they should do either of the following:

- a. Expand the scope of paragraph 606-10-55-65 to constrain all estimates of variable consideration when that consideration depends on the customer's future actions
- b. Develop a general principle that could be applied to all contracts that would achieve broadly the same outcomes.

Expand the scope

BC417. The Boards considered whether to expand the restriction for a sales-based or usage-based royalty on a license of intellectual property, whereby revenue recognition would be constrained to zero for any performance obligation when the amount that an entity is entitled to is based on a customer's future actions. However, the Boards decided not to introduce this principle into Topic 606. This is because it would have prevented an entity from recognizing any revenue when the goods and services were transferred in cases in which the entity could estimate the variable consideration and meet the objective of constraining estimates of variable consideration.

BC418. The Boards also observed that expanding the scope to constrain revenue when consideration is based on the customer's future actions also would have increased complexity. It would have required the Boards to create another exception to maintain the guidance for accounting for customer rights of return, which also results in consideration that is dependent on the customer's future actions.

Develop a general principle

BC419. The Boards also considered whether the restriction for a sales-based or usage-based royalty on a license of intellectual property could be incorporated into a general principle. The Boards considered various ways of articulating this principle, including doing so on the basis of the timing of satisfaction of a

performance obligation—that is, whether the performance obligation is satisfied over time or at a point in time. Specifically, if the performance obligation to which the variable consideration related was satisfied at a point in time, an entity would include an estimate of variable consideration in the transaction price only to the extent that it is 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. Conversely, if the performance obligation to which the variable consideration related was satisfied over time, an entity could include any estimate in the transaction price (even a minimum amount) provided that the objective of constraining estimates of variable consideration could be met.

BC420. This approach was based on the rationale that for a performance obligation satisfied at a point in time, recognition of revenue that could be adjusted up or down would not be a meaningful depiction of the consideration for the related goods or services and, furthermore, any future adjustments to the transaction price (and therefore revenue) would have little correlation with the entity's performance in that period. Conversely, when a performance obligation is satisfied over time, the initial recognition of some but not all of the estimate of variable consideration would be affected by the entity's future performance, so future adjustments to the transaction price would provide useful information because they explain whether the entity's subsequent performance was beneficial (that is, the minimum amount is increased) or detrimental (that is, the minimum amount is subject to an unexpected reversal). However, the Boards rejected this approach because it would have added complexity to the model that would outweigh the benefit.

BC421. Consequently, the Boards decided against applying the restriction for sales-based or usage-based royalties on intellectual property more broadly. Although the Boards acknowledge that the guidance in paragraph 606-10-55-65 constitutes an exception that might not be consistent with the principle of recognizing some or all of the estimate of variable consideration, they decided that this disadvantage was outweighed by the simplicity of this guidance, as well as by the relevance of the resulting information for this type of transaction. The Boards also noted that because this is a specific requirement intended for only limited circumstances, entities should not apply it by analogy to other types of promised goods or services or other types of variable consideration.

Repurchase Agreements (Paragraphs 606-10-55-66 through 55-78)

BC422. When developing the guidance on control, the Boards considered how an entity should apply the guidance to contracts in which the entity sells an asset and also enters into a repurchase agreement (either in the same contract or in another contract).

BC423. The Boards observed that repurchase agreements generally come in three forms—forwards, call options, and put options. However, the Boards decided that an arrangement in which an entity subsequently decides to repurchase a good after transferring control of that good to a customer would not constitute a repurchase agreement as described in paragraph 606-10-55-66. This is because the entity's subsequent decision to repurchase a good without reference to any pre-existing contractual right does not affect the customer's ability to direct the use of, and obtain substantially all of the remaining benefits from, the good upon initial transfer. In other words, the customer is not obliged to resell that good to the entity as a result of the initial contract. The Boards observed that in those cases, the entity should, however, consider whether the customer obtained control of the good initially and may need to consider the guidance on principal versus agent in paragraphs 606-10-55-36 through 55-40.

A Forward or a Call Option

BC424. If an entity has an obligation or a right to repurchase an asset (that is, a forward or a call option, respectively), the Boards decided that the customer does not obtain control of the asset and, therefore, no revenue should be recognized. This is because the customer is constrained in its ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. Because the customer is obliged to return, or to stand ready to return, the asset to the entity, the customer cannot use up or consume the entire asset. Moreover, the customer cannot sell the asset to another party (unless that sale is subject to a repurchase agreement, in which case the customer's benefit from the sale is constrained).

BC425. Theoretically, a customer is not constrained in its ability to direct the use of, and obtain substantially all the benefits from, the asset if an entity agrees to repurchase, at the prevailing market price, an asset from the customer that is substantially the same and is readily available in the marketplace. However, the Boards noted that an entity would be unlikely to enter into such a transaction.

BC426. The Boards decided that an entity would account for a forward or a call option as a lease or a financing arrangement depending on the relationship between the repurchase amount and the original selling price. The FASB also decided to specify that when the forward or call option accounted for as a lease is part of a sale-leaseback transaction, the contract should be accounted for as a financing transaction. Otherwise, the FASB observed that an entity would have been required to account for the transaction as a lease and then as a leaseback, which would not have been appropriate.

BC427. The Boards noted that an entity would not need to consider the likelihood that a call option can be exercised because the existence of the call option effectively limits the customer's ability to control the asset. However, the Boards observed that if the call option is nonsubstantive, that option should be ignored in assessing whether and when the customer obtains control of a good

or service (to be consistent with the general requirement for any nonsubstantive term in a contract).

A Put Option

BC428. The Boards decided that if the sale and repurchase agreement resulted in an entity's obligation to repurchase the asset at a customer's request (that is, a put option), the customer would obtain control of the asset because the customer is neither obliged to return the asset nor obliged to stand ready to do so. Consequently, the customer has the ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset (that is, the customer can sell, use up, or consume the entire asset and choose not to exercise the put option). The Boards decided that the entity should account for its obligation to stand ready to repurchase the asset, to be consistent with the accounting for the sale of a product with a right of return (see paragraphs BC363–BC367). That results in the entity recognizing the following:

- a. A liability for its obligation to repurchase the asset, measured at the amount of the consideration expected to be paid to the customer
- b. An asset for the entity's right to receive that asset upon settling that liability, measured at an amount that may or may not equal the entity's previous carrying value of the asset
- c. Revenue on transfer of the asset for the difference between the sales price of the asset and the liability recognized for the obligation to repurchase the asset.

BC429. Some respondents questioned whether that accounting would be appropriate in all cases in which a customer has a put option. For instance, some noted that the contract appears to be economically similar to a lease with a purchase option rather than to a right of return. That might be the case if the entity is required to repurchase the asset at a price that is lower than the original sales price and the surrounding facts and circumstances indicate that the customer will exercise its put option. In those cases, the difference between the original sales price and the repurchase price can be viewed as the amount that the customer pays for a right to use the asset, thereby compensating the entity for the decline in the value of the asset. Some respondents noted that, in other cases, the contract is, in effect, a financing arrangement.

BC430. The Boards agreed with those respondents and decided that if a customer has a right to require an entity to repurchase the asset at a price that is lower than the original sales price and the customer has a significant economic incentive to exercise that right, then the customer does not obtain control of the asset. Although the customer is not obliged to exercise its put option, the fact that it has a significant economic incentive to exercise that right means that it probably would incur a loss if it did not do so. (For example, the repurchase price may be set significantly above the expected market value of the asset at the date of the repurchase. However, the Boards observed that an entity should consider

factors other than the price when determining that it has a significant economic incentive to exercise its right.) The Boards decided that in those cases, the existence of the option effectively restricts the customer's ability to direct the use of, and obtain substantially all of the remaining benefits from, the asset. For similar reasons, the Boards decided that if the customer has the unconditional right to require the entity to repurchase the asset at a price that is greater than the original sales price, and higher than the expected market value of the asset, the customer does not obtain control of the asset.

BC431. The Boards also considered whether other arrangements should be accounted for as a lease, such as when an entity provides its customer with a guaranteed amount to be paid on resale (that is, a guaranteed minimum resale value). Accounting for those transactions as leases would be consistent with previous U.S. GAAP, and a number of respondents, primarily from the automotive industry, explained that they viewed the transactions to be economically similar. However, the Boards observed that while the cash flows may be similar, the customer's ability to control the asset in each case is different. If the customer has a put option that it has significant economic incentive to exercise, the customer is restricted in its ability to consume, modify, or sell the asset. However, when the entity guarantees that the customer will receive a minimum amount of sales proceeds, the customer is not constrained in its ability to direct the use of, and obtain substantially all of the benefits from, the asset. Thus, the Boards decided that it was not necessary to expand the guidance on repurchase agreements to consider guaranteed amounts of resale.

Accounting for Repurchase Agreements in Which the Customer Does Not Obtain Control of the Asset

BC432. If an entity enters into a contract with a repurchase agreement and the customer does not obtain control of the asset, the Boards decided the following:

- a. The contract should be accounted for as a lease in accordance with Topic 840, Leases, or IAS 17, *Leases*, if the customer is paying for a right to use the asset.
- b. The contract is a financing arrangement if the net consideration that the entity receives is equal to, or less than zero (that is, the entity is paying interest).

BC433. To ensure consistent accounting in U.S. GAAP and IFRS for a financing arrangement that arises from a contract with a customer, the Boards decided to provide guidance consistent with Subtopic 470-40, Debt—Product Financing Arrangements. Consequently, the FASB decided to amend the guidance in Subtopic 470-40 that discusses arrangements in which an entity sells a product to another entity and, in a related transaction, agrees to repurchase the product. However, the FASB decided not to amend Subtopic 470-40 for transactions in which an entity arranges for another party to purchase products on its behalf and agrees to purchase those products from the other party. In those cases, the

entity is required to recognize the products as an asset and to recognize a related liability when the other party purchases the product. The FASB noted that although Topic 606 results in similar accounting when the other party acts as an agent of the entity (that is, the other party does not obtain control of the products), Subtopic 470-40 provides explicit guidance for transactions in which no sale has occurred.

Transition, Effective Date, and Early Adoption (Paragraph 606-10-65-1(a)–(i))

Transition (Paragraph 606-10-65-1(d)–(i))

BC434. The Boards decided that an entity should apply Topic 606 using either of the following methods:

- a. Retrospectively to each prior reporting period presented in accordance with Topic 250, Accounting Changes and Error Corrections, or IAS 8, subject to some optional practical expedients (see paragraphs BC435–BC438)
- b. Retrospectively with the cumulative effect of initially applying this Update recognized as an adjustment to the opening balance of retained earnings at the date of initial application (see paragraphs BC439–BC444).

Retrospective Application

BC435. The 2010 and 2011 Exposure Drafts proposed that an entity should apply the guidance retrospectively in accordance Topic 250 or IAS 8. Retrospective application ensures that all contracts with customers are recognized and measured consistently both in the current period and in the comparative periods presented, regardless of whether those contracts were entered into before or after the guidance became effective. Furthermore, retrospective application provides users of financial statements with useful trend information across the current period and comparative periods. Feedback received from users of financial statements confirmed that retrospective application would be the most useful transition approach for them to be able to understand trends in revenue.

BC436. In contrast to the feedback received from users of financial statements, many respondents commented that applying the guidance retrospectively would be burdensome, especially for entities with long-term contracts or large and complex multiple-element arrangements. The main concerns raised by those respondents were as follows:

- a. It may not be possible to obtain historical information for contracts that were completed under previous revenue guidance in U.S. GAAP or

- IFRS because the relevant information is no longer retained by the entity.
- b. Applying Topic 606 retrospectively (particularly to completed contracts) may not result in a materially different pattern of revenue recognition, and the significant costs incurred to confirm this fact would not provide much benefit to users of financial statements. For example, for contracts that were considered to be completed (as assessed under previous revenue guidance) several years before the date of initial application, an entity would, theoretically, need to obtain the relevant information to ensure that there was no effect on the pattern of revenue recognition in the financial statements in the year of initial application.
 - c. Presenting the effect of Topic 606 in the comparative years would incur significant preparation and audit costs because a change in revenue could affect many other line items in the financial statements (such as deferred tax, receivables, interest, and foreign currency gains/losses) as well as items that reference an entity's revenue in the financial statements (such as taxes, statutory reporting, and financing arrangements).
 - d. The historical information needed to estimate standalone selling prices of goods or services in a contract with many performance obligations may not exist.
 - e. Entities make assumptions and estimates throughout a contract's life, and it may not be possible to recreate the circumstances that apply historically without the use of hindsight.

Retrospective Application with Practical Expedients (Paragraph 606-10-65-1(e) and (f))

BC437. The Boards decided that although retrospective application would generally impose increased preparation costs, those costs would be outweighed by the increased benefits to users of financial statements. Consequently, the Boards considered how the burden of retrospective application could be eased while, at the same time, retaining the benefits of comparability and consistency that retrospective application would provide. To ease the burden of transition without sacrificing comparability, the Boards decided to allow an entity to elect to use one or more of the following practical expedients when applying Topic 606 retrospectively.

Practical Expedient	Rationale
<i>Reducing the number of contracts that require restatement</i>	
<p>For contracts completed before the date of initial application of Topic 606, an entity need not restate contracts that begin and end within the same annual reporting period.</p>	<p>In considering whether an entity should be required to review and restate all contracts completed before the date of initial application, the Boards decided that trend information should be preserved for completed contracts that span annual reporting periods. Consequently, the Boards decided to limit the relief to only those contracts that begin and end within the same annual reporting period because the amount and timing of revenue recognition relating to those contracts would not change between annual reporting periods. The Boards noted that this relief would significantly reduce the transition burden on entities that have a large number of short-term contracts.</p> <p>A consequence of this relief is that revenue reported in <i>interim</i> periods before and after the effective date would not necessarily be accounted for on a comparable basis. The Boards expect that an entity would not elect to use this relief if it operates in an industry in which comparability across interim reporting periods is particularly important to users of financial statements.</p>

Practical Expedient	Rationale
<i>Simplifying how an entity restates contracts with customers</i>	
<p>For contracts completed before the date of initial application of Topic 606 and that have variable consideration, an entity may use the transaction price at the date that the contract was completed rather than estimating variable consideration amounts in the comparative reporting periods.</p>	<p>Full retrospective application of Topic 606 in accordance with Topic 250 or IAS 8 would require an entity to determine the estimates that it would have made at each of the reporting dates in the comparative periods. The Boards considered that making those estimates in the comparative years would increase the complexity and costs of retrospective application.</p> <p>By allowing an entity to use hindsight in estimating variable consideration, the Boards decided that transition would be simplified for the following reasons:</p> <ul style="list-style-type: none"> a. It would reduce the amount of information that an entity would need to collect throughout the transition period. b. The entity would not need to determine the transaction price at the end of each period.
<i>Simplifying retrospective application of other aspects of the guidance</i>	
<p>For all reporting periods presented before the date of initial application of Topic 606, an entity need not disclose the amount of the transaction price allocated to the remaining performance obligations and an explanation of when the entity expects to recognize that amount as revenue (as specified in paragraph 606-10-50-13).</p>	<p>The Boards decided that the disclosure of the amount of the transaction price allocated to the remaining performance obligations (as would be required by paragraph 606-10-50-13) should not be required for periods presented before the date of initial application of Topic 606 for the following reasons:</p> <ul style="list-style-type: none"> a. The disclosure would be most useful for the current period. b. The disclosure could be burdensome to prepare for comparative years, especially when trying to avoid the use of hindsight to estimate the transaction price and the expected timing of satisfaction of those performance obligations.

BC438. As a result of the practical expedients providing some relief from applying Topic 606 retrospectively, the Boards also decided to supplement the transitional disclosure guidance of Topic 250 and IAS 8 to require an entity to

provide additional disclosure if it elects to use one or more of the practical expedients. Accordingly, paragraph 606-10-65-1(g) requires an entity to provide an explanation to users of financial statements about which practical expedients were used and, to the extent reasonably possible, a qualitative assessment of the estimated effect of applying those practical expedients.

Retrospective Application with the Cumulative Effect Recognized in the Current Period (Paragraphs 606-10-65-1(h) and (i))

BC439. The Boards decided to develop an alternative transition method to ease the burden of retrospectively applying Topic 606 because feedback from preparers and auditors indicated that, although helpful, the practical expedients (see paragraph BC437) would not mitigate much of the implementation challenge of a retrospective transition approach. In contrast, users of financial statements generally supported the requirements for retrospective application with practical expedients because it would provide them with useful information on transition and assist their financial statement analyses.

BC440. As a result of those differing views, transition was one of the topics discussed at four disclosure and transition workshops that were held in late 2012 with both users and preparers of financial statements (see paragraph BC328). During those workshops, users of financial statements acknowledged that another transition method might be appropriate to ease the burden of transition; however, they emphasized their need for trend information, regardless of which method is used.

BC441. After considering this feedback, the Boards decided that as an alternative to retrospective application with practical expedients, an entity could apply Topic 606 (including the guidance in Subtopic 340-40 on other assets and deferred costs and other consequential amendments) retrospectively, with the cumulative effect of initially applying Topic 606 recognized in the current year (referred to as the “cumulative catch-up” transition method). Specifically, the cumulative effect would be an adjustment to the appropriate opening balance of equity in the year of initial application (that is, comparative years would not be restated) for contracts that are not completed at the date of initial application. (The Boards clarified that a completed contract is a contract in which the entity has fully performed in accordance with revenue guidance in effect before the date of initial application. Thus, a completed contract would include a contract for which the entity’s performance was complete but there was a change in the transaction price after the date of initial application.) The Boards observed that the cumulative catch-up transition method responds to feedback from auditors and preparers by eliminating the need to restate prior periods and thus reducing costs.

BC442. The Boards noted that applying the cumulative catch-up transition method results in consistent presentation of contracts under previous U.S. GAAP or IFRS during the comparative years and in consistent presentation of any contracts not yet completed at the date of initial application under Topic 606 in the current year. However, because the comparative information will not be restated under the cumulative catch-up transition method, the Boards decided to require additional disclosures to help users of financial statements understand the effect on trend information. Consequently, when an entity uses the cumulative catch-up transition method, it is required to disclose the following information for reporting periods that include the date of initial application:

- a. The amount by which each financial statement line item is affected in the current year as a result of the entity applying Topic 606 rather than previous revenue guidance in U.S. GAAP or IFRS
- b. An explanation of the reasons for the significant changes in those financial statement line items.

BC443. In other words, to provide the required disclosures, an entity would apply both Topic 606 and the previous revenue guidance in the year of initial application. Despite requiring an entity to account for revenue transactions in the year of initial application using two different sets of accounting guidance, the Boards decided that this method would reduce the overall cost of applying Topic 606 while still providing information about trends that was requested by users of financial statements.

BC444. The Boards also considered other transition methods as alternatives to the cumulative catch-up method to try to ease the burden of retrospective application. For example, the Boards considered requiring a prospective approach that would require entities to apply Topic 606 only to new contracts or those that are materially modified on or after the date of initial application. However, the Boards rejected this approach because prospective application would not result in consistent presentation of existing contracts and new contracts and thus would reduce comparability. In addition, this approach would not provide useful trend information for users of financial statements until existing contracts have been fully satisfied after the date of initial application. Furthermore, the Boards observed that this approach would require some entities to incur significant costs of maintaining two accounting systems for contracts that are accounted for in accordance with Topic 606 and previous revenue guidance in U.S. GAAP, until all existing contracts have been completed, which could take many years for entities with long-term contracts.

Other relief

BC445. If an entity applies IFRS 15 retrospectively in accordance with paragraph C3(a) of IFRS 15 (that is, without electing to use the cumulative catch-up transition method), comparative information *would* be restated. Consequently,

the IASB clarified in IFRS 15 that if an entity applies IFRS 15 retrospectively in accordance with paragraph C3(a) of IFRS 15, it is not required to provide the current-year transition disclosure in paragraph 28(f) of IAS 8.

Effective Date and Early Adoption (Paragraph 606-10-65-1(a) and (b))

Effective Date

BC446. In the 2011 Exposure Draft, the Boards indicated that the effective date of Topic 606 would be set to ensure that the start of the earliest comparative period for an entity that is required to present two comparative annual periods (in addition to the current annual period) would be after the final guidance is issued. The Boards developed this approach in response to feedback obtained from interested parties through a number of activities, including:

- a. The IASB's Request for Views on Effective Dates and Transition Methods and the FASB's Discussion Paper, *Effective Dates and Transition Methods* (October 2010)
- b. The Boards' joint investor outreach questionnaire (April 2011)
- c. Consultation with systems providers and preparers in 2010 and 2011.

BC447. On the basis of that proposed formula for setting an effective date and of the estimated issue date of Topic 606 at the time of their decision, the Boards would have set the effective date as January 1, 2016. However, many respondents, including respondents in industries for which there could be significant process and system changes required to comply with Topic 606 (for example, in the telecommunications and software industries), indicated that the proposed formula would not provide them with adequate time. Specifically, those respondents explained that providing only a short time before the earliest comparative period would not be sufficient to ensure that processes and systems were in place to capture the information that would be required to apply Topic 606 retrospectively. Some respondents further explained that because of the large volume of contracts in their businesses, it would be far more cost-effective to process the information on a real-time basis to ensure that the adjustments to the financial statements were being calculated during the transition period, rather than attempting to retrospectively calculate the adjustments at the date of initial application.

BC448. The Boards considered whether their decision to permit an alternative transition method (see paragraphs BC439–BC444) would provide sufficient relief that an effective date of January 1, 2016, would be appropriate. However, the Boards noted that if a contract is not completed at the date of initial application, the entity would need to apply Topic 606 to that entire contract to calculate any cumulative effect that would be recognized in the opening retained earnings in the year of initial application. The Boards noted that the industries that would be most affected generally have contracts with durations that would result in those

industries still having only a few months to prepare their processes and systems to capture the required information on a real-time basis.

BC449. Consequently, the FASB decided to require that a public entity apply Topic 606 for annual reporting periods beginning after December 15, 2016, and the IASB decided to require that an entity apply IFRS 15 for annual reporting periods beginning on or after January 1, 2017. Although the effective dates are not identical, the Boards noted that this difference has resulted from precedents in U.S. GAAP and IFRS. Furthermore, the difference is not significant and the Boards did not expect that it would result in a difference in the way that an entity considers the effective date. For discussion of the FASB decision on the effective date for nonpublic entities see paragraphs BC520–BC521.

BC450. The Boards acknowledged that the period of time from which Topic 606 is issued until its effective date is longer than usual. However, in this case, the Boards decided that a delayed effective date is appropriate because of the unique attributes of Topic 606, including the wide range of entities that will be affected and the potentially significant effect that a change in revenue recognition has on other financial statement line items.

BC451. To ensure consistency with the IASB's guidance in IAS 34, the FASB clarified that the first set of interim financial statements in which Topic 606 will apply is the first set of interim financial statements after the effective date (that is, March 31, 2017, for a calendar year-end entity). The FASB also decided that this is appropriate because of the relatively long lead time that has been provided to entities.

Early Adoption

BC452. The FASB decided not to allow entities to adopt Topic 606 early because doing so would have reduced the comparability of financial reporting in the period up to the date of initial application. Although the IASB agreed that allowing early adoption would reduce the comparability of financial reporting in the period up to the date of initial application, the IASB noted that IFRS 15 improves accounting for revenue in areas in which there was little guidance under previous revenue standards in IFRS and, thus, entities should not be precluded from applying IFRS 15 before its effective date. Furthermore, the IASB noted that IFRS 15 should resolve some pressing issues in practice arising from previous revenue recognition guidance. For example, the guidance on determining whether a performance obligation is satisfied over time should address the current diversity in practice associated with the application of the interpretation of IFRS on the construction of real estate.

BC453. The Boards observed that the IASB-only decision to permit early application should not result in differences after the date of initial application in the accounting for revenue between entities applying U.S. GAAP and those applying IFRS that adopt IFRS 15 early, even for contracts that straddle the date of initial application.

Benefits and Costs

BC454. The objective of financial statements is to provide information about the financial position, financial performance, and cash flows of an entity that is useful to existing and potential investors, creditors, donors, and other capital market participants in making rational investment decisions. To attain that objective, the Boards try to ensure that new guidance meets a significant need and that the overall benefits to economic decision making that would result from improved financial reporting justify the costs of providing such information. For example, the Boards consider the comparative advantage that preparers have in developing information, compared with the costs that users of financial statements would incur to develop surrogate information. In this evaluation, the Boards recognize that the costs of implementing new guidance might not be borne evenly by participants in the financial reporting system. However, both the users of financial statements and the entities that prepare those financial statements benefit from improvements in financial reporting that facilitate the functioning of markets for capital, including credit and the efficient allocation of resources in the economy.

BC455. The FASB's assessment of the costs and benefits likely to result from issuing new guidance is unavoidably more qualitative than quantitative. Objective measurement of neither the costs to implement the new guidance (and ongoing costs) nor quantification of the value of improved information in financial statements is possible. However, throughout its deliberations that led to this Update, the FASB considered whether the expected improvement in the usefulness of the information (that is, improvements in its relevance and the extent to which it faithfully represents what it purports to represent) justifies the costs that stakeholders are likely to incur to prepare and use that information.

Overview

BC456. As explained in paragraphs BC2 and BC3, the Boards developed Topic 606 to eliminate the inconsistencies and weaknesses in previous revenue recognition guidance and to improve disclosure requirements related to revenue. However, throughout the project, many preparers and some users of financial statements explained that they did not perceive significant weaknesses in previous revenue recognition guidance. Therefore, those preparers and users questioned whether the benefits of applying a new revenue standard would justify the costs of implementing that standard.

BC457. To gain insight on the likely benefits and costs of Topic 606, the Boards conducted extensive consultation with interested parties through the formal exposure of the proposals and outreach activities. This consultation included three formal exposure documents—a Discussion Paper and two Exposure Drafts—in response to which the Boards received and assessed more than 1,500 comment letters. Over the course of the project, the Boards and staff also held

more than 650 meetings with users of financial statements, preparers, auditors, regulators, and other interested parties in a wide range of industries and a number of jurisdictions. Those meetings included general educational sessions about the proposals and in-depth discussions in relation to particular topics. Some meetings also focused on gaining an understanding of the benefits and costs of the proposals in specific industries or on particular transactions. In some cases, the Boards undertook additional outreach in those specific industries or on those particular topics for which there were significant operational or other concerns about the benefits and costs of the Boards' proposals. For example, because of the disparate views of preparers and users of financial statements on the topic of disclosure guidance, the Boards sought further feedback in four workshops that brought user and preparer groups together to discuss how to balance the guidance to be more useful for users of financial statements and less burdensome for preparers (see BC328). In addition, because of the effect of the principles for allocating the transaction price on a typical mobile phone contract, the Boards also held a number of meetings with representatives from the telecommunications industry to better understand their concerns and so that those concerns could be considered during redeliberations. The Boards' consideration of the feedback received from this industry and their conclusions is included in paragraphs BC287–BC293 and BC473–BC476.

BC458. The Boards considered in their redeliberations all of the feedback received and, as a result, decided to modify or clarify many aspects of the revenue recognition model to reduce the burden of implementing and applying the proposed guidance. Discussion of this feedback and the resulting changes in different aspects of the model are included throughout the basis for conclusions and are summarized in this analysis of benefits and costs.

BC459. Overall, the Boards concluded that the improvements to financial reporting would justify the costs of implementing Topic 606. In making this assessment the Boards considered:

- a. How revenue from contracts with customers would be reported in the financial statements.
- b. How the comparability of financial information would be improved and the benefit of better economic decision making as a result of improved financial reporting.
- c. The likely compliance costs for preparers of financial statements.
- d. The likely costs of analysis for users of financial statements.

Reporting Revenue from Contracts with Customers in the Financial Statements

BC460. Topic 606 replaces the previous broad revenue recognition concepts and industry-specific revenue recognition guidance in U.S. GAAP and limited revenue recognition guidance in IFRS with a robust and comprehensive framework that is applied to all revenue contracts with customers (except for

lease, insurance, and financial instruments contracts, which fall within the scope of other standards). This framework provides a basis that should be more easily applied to complex transactions and that provides timely guidance for evolving revenue transactions.

BC461. The framework in Topic 606 also fills a gap by providing guidance for revenue transactions that had not previously been addressed comprehensively, such as transactions for revenue for the provision of services and for revenue resulting from licenses of intellectual property. In addition, Topic 606 provides guidance on issues, such as contract modifications, that were previously addressed for only a particular industry. Topic 606 also provides improved guidance for some transactions such as multiple-element arrangements (see paragraphs BC470–BC472).

BC462. By providing a comprehensive framework, one of the most significant benefits of Topic 606 in reporting revenue from contracts with customers is greater consistency in the accounting for economically similar transactions. This is because the diversity in practice that developed as a result of weaknesses in previous revenue recognition standards in IFRS and U.S. GAAP would be eliminated. However, the previous inconsistencies in the accounting and the diversity in practice that existed before the issuance of Topic 606 may mean that the nature and extent of the changes would likely vary between entities and industries. For example, some industries such as the telecommunications and software industries may have significant changes. This is because those industries had narrow and transaction-specific industry revenue recognition guidance in U.S. GAAP (which was often referred to by entities applying IFRS). However, other industries, such as the construction industry, may see minimal changes overall but significant changes for particular entities or jurisdictions that may have interpreted previous guidance differently to apply to their specific transactions. For other contracts, such as straightforward retail transactions, Topic 606 would have little, if any, effect. The Boards were aware of those varying effects when developing Topic 606 and took them into account in their decision making. In many cases, the Boards observed that the guidance in Topic 606 may be broadly consistent with previous revenue recognition guidance or practices, thus limiting the benefits and costs of Topic 606 for many entities.

BC463. In making their assessment of the nature of the changes in the reporting of revenue from contracts with customers (that is, the recognition and measurement of revenue), the Boards observed that the following parts of the revenue recognition model are expected to result in the most significant changes for some entities:

- a. Transfer of control: basis for the timing of revenue recognition
- b. Identification of performance obligations in a contract
- c. Allocating the transaction price to performance obligations based on relative standalone selling prices
- d. Measurement of revenue.

Transfer of Control: Basis for the Timing of Revenue Recognition

BC464. Previous revenue recognition guidance typically determined the timing of revenue recognition depending on whether the asset transferred was a good or a service. Both U.S. GAAP and IFRS required revenue to be recognized for goods when risks and rewards transferred and, for services, as the service was performed. However, both approaches presented challenges in determining when to recognize revenue and often resulted in accounting for economically similar transactions differently. For example, when determining when to recognize revenue for the transfer of a good, it was often difficult for an entity to judge whether a preponderance (or some other balance) of the risks and rewards had been transferred to the customer. In some contracts, there could be significant difficulty in interpreting whether the asset to be transferred was a good or a service, therefore, making it difficult to rationalize why for one asset revenue should be recognized only when the asset was complete (that is, a good), whereas for another asset revenue should be recognized continuously as that asset is created (that is, a service). Some of this difficulty was due to the vague and narrow definition of services in U.S. GAAP and the lack of clear rationale (that is, a basis for conclusions) in IFRS for why, in some cases, revenue should be recognized for a service over time. In some cases, entities that applied IFRS consulted the rationale in U.S. GAAP for why revenue would be recognized over time for a service. That rationale explained that this was because the entity was transferring a service continuously. However, that rationale did not address many specific application questions in IFRS about determining whether specific items met the definition of a service. In response, the IASB developed an Interpretation to help clarify whether the construction of real estate would be accounted for as a good or a service (that is, a performance obligation satisfied at a point in time or over time). However, many observed that the principle in that Interpretation was difficult to understand and apply.

BC465. In light of the challenges with previous revenue recognition guidance, the Boards observed that applying the single framework in Topic 606 to determine the timing of revenue recognition for both goods *and* services would improve the consistency in accounting for revenue. This is because the framework would be applied to the attributes of the goods and services transferred, together with the terms of the contract, rather than only to the type of contract. In addition, the Boards determined that the core principle in Topic 606, based on the notion of transferring control, would further improve the consistency of reporting because it would provide a more objective assessment for determining the timing of revenue recognition.

BC466. The Boards noted that the application of the core principle may not result in changes for all contracts. For example, the Boards acknowledge that for construction contracts, the application of the criteria for when a good or service transfers over time (and thus, is a performance obligation satisfied over time) in

Topic 606 will broadly result in the same accounting as required by previous revenue recognition guidance for contracts that met the definition of *services*. However, the Boards observed that the application of Topic 606 could result in changes for those contracts for which, under previous revenue recognition guidance, it may have been difficult to conclude that the contracted activities were services. This may occur in some manufacturing service contracts and contracts for the construction of residential real estate.

Implementation guidance: licensing

BC467. Previous revenue recognition guidance did not determine the timing of revenue recognition for licenses based on an assessment of whether the license was a good or a service. However, that previous guidance was limited and industry specific. For example, in U.S. GAAP, revenue recognition for licenses differed depending on the industry (for example, franchisors, media and entertainment, and software) and often was based on features of the license (for example, license period or payment terms). Therefore, the previous revenue recognition requirements did not coalesce into a single principle or rule. In IFRS, previous revenue recognition requirements for licenses required revenue to be recognized “in accordance with the substance of the agreement.” However, because the guidance provided minimal guidance on how an entity should assess the “substance of the agreements,” there was significant diversity in practice for the accounting for licenses.

BC468. The Boards included in Topic 606 implementation guidance on how an entity should assess and account for its license arrangements. That guidance is anchored in applying key steps of the revenue recognition model—specifically, identifying the performance obligations in a contract and assessing the transfer of control, which the Boards operationalized by differentiating between two types of licenses. The Boards also decided to include in the application guidance the rationale for the guidance and additional illustrative examples to explain the intention, objective, and application of those steps and the differentiation between licenses.

BC469. The detailed application guidance for licenses in Topic 606 is intended to help entities determine when a license is transferred to a customer and thus when revenue can be recognized. Because of the previous diversity in practice in revenue recognition for licenses, the addition of the implementation guidance in Topic 606 may change practice for some entities. However, the Boards observed that the diversity and inconsistencies that previously existed meant that some changes in practice would have occurred regardless of how the Boards decided to apply the revenue recognition model to licenses.

Identification of Performance Obligations in a Contract

BC470. The Boards cited deficiencies in previous U.S. GAAP and IFRS in the accounting for arrangements with multiple elements as one of the reasons for adding the revenue recognition project to its agenda. Although U.S. GAAP was improved after the revenue recognition project began, deficiencies still existed. For example, there was no definition of *deliverable* in previous U.S. GAAP, even though the term was used to determine the unit of account for revenue transactions. IFRS had even less guidance because it only acknowledged that revenue could be recognized for “separately identifiable components of a single transaction,” without providing guidance on how to determine what constituted a “separately identifiable component.”

BC471. Topic 606 addresses those weaknesses by defining promised goods or services that should be accounted for separately as performance obligations. Topic 606 defines a performance obligation and provides criteria and factors for identifying performance obligations, which are based on the notion of distinct goods or services. This guidance was developed on the basis of extensive consultation and attempts to separate contracts in a meaningful and cost-effective way with intuitive outcomes.

BC472. The Boards observed that the guidance in Topic 606 on identifying performance obligations may not result in significant changes for many entities. This is because many entities have developed practices to separate contracts with customers in a manner that was similar to the guidance in Topic 606. However, the Boards observed that because there was specific guidance in previous U.S. GAAP, there would be a change in the accounting for incidental obligations and marketing incentives (see paragraphs BC87–BC93). This is because the guidance in Topic 606 would require an entity to identify and recognize revenue for those goods or services, when previously they may have been recognized as an expense or ignored for the purposes of revenue recognition. The Boards observed that two industries that would be particularly affected by this change are the automotive industry (which previously recognized as an expense the promise of maintenance with the purchase of an automobile) and the telecommunications industry (which sometimes did not attribute any revenue to the handsets provided as part of a bundled offering).

Allocating the Transaction Price to Performance Obligations Based on Relative Standalone Selling Prices

BC473. Previous revenue recognition guidance in U.S. GAAP and IFRS on the allocation of consideration in multiple-element arrangements was different. Before IFRS 15, there was no general guidance in IFRS on allocation of consideration (there was some specific guidance in an Interpretation for one type of transaction—that is, customer loyalty points). This was due in part to the lack of guidance on defining an element or unit of account for revenue. In contrast, U.S. GAAP specified that an allocation of the consideration to multiple elements

should be made on a relative selling price basis for some industries. U.S. GAAP also included explicit guidance for some industries on determining the selling price of an item, which required an entity to use vendor-specific objective evidence, but it also permitted the use of estimation techniques in some cases. However, the allocation guidance in the software industry strictly prohibited allocation to individual elements unless the entity obtained vendor-specific objective evidence for all elements of the contract. Because there often was no vendor-specific objective evidence available for one or more undelivered elements, revenue recognition was delayed until all elements had been delivered.

BC474. Although the principle for allocating the transaction price in Topic 606 is broadly consistent with previous U.S. GAAP for some industries—that is, allocating the transaction price on a relative standalone selling price basis—there may be a change in some outcomes, in particular in the software industry. This is because the Boards decided to eliminate the restrictive, industry-specific guidance in U.S. GAAP on allocating consideration in software arrangements (that is, the requirement to have vendor specific objective evidence for all elements in the arrangements before consideration can be allocated). Instead, Topic 606 requires an entity to estimate the standalone selling price of a good or service if the standalone selling price is not directly observable. The Boards observed that this change would permit an entity in the software industry to better depict performance by recognizing revenue for performance obligations when they are satisfied instead of when all performance in a contract is complete. In some instances, the Boards observed that this may permit entities to eliminate the disclosure of non-GAAP measures that were created because the outcomes from applying previous revenue recognition guidance did not faithfully depict an entity's performance.

BC475. The Boards observed that the guidance on allocating the transaction price in Topic 606, in conjunction with the guidance on identifying performance obligations, may also result in a significant change in the accounting for bundled arrangements in the automotive and telecommunications industries. As explained in paragraph BC457, the Boards' consideration of the feedback received from the telecommunications industry and their conclusions are included in paragraphs BC287–BC293.

BC476. The Boards observed that even though Topic 606 may result in significant differences in the allocation of the transaction price to performance obligations (and consequently in the amount and timing of the recognition of revenue) in some industries, the change was necessary to provide greater consistency in the recognition of revenue across industries. In addition, the Boards observed that the benefits and costs were a consequence of the Boards' objectives of eliminating industry-specific guidance and defining a common framework that could be applied to all revenue transactions. Furthermore, the Boards observed that the allocation guidance in Topic 606 would result in

accounting for a transaction in a manner that more closely reflects the underlying economics.

Measurement of Revenue

BC477. Previous guidance on the measurement of revenue in U.S. GAAP was limited and differed for goods and for services. U.S. GAAP did not provide specific guidance on how to measure revenue for goods, but it nevertheless restricted the amount of revenue that could be recognized for goods to the amount that was fixed or determinable. IFRS required revenue to be recognized for the transfer of goods and services at the fair value of the consideration received/receivable; but, there was no guidance on how to apply that principle because IFRS 13, *Fair Value Measurement*, was not effective until January 1, 2013. Consequently, that principle was not consistently applied. In addition, IFRS contained little guidance on how to measure variable consideration. However, both U.S. GAAP and IFRS indicated that the amount of revenue to be recognized for services should be limited to an amount that could be “estimated reliably.”

BC478. Thus, Topic 606 appears to be a significant change from previous revenue recognition guidance because it introduces a customer consideration model and measures revenue using the transaction price, which is defined as the amount to which the entity expects to be entitled in exchange for transferring goods or services. However, previous practices were broadly consistent with this approach, and many entities determined the amount of revenue on the basis of the amounts the customer promised to pay. Where Topic 606 differs from previous revenue guidance is in the additional guidance it provides for estimating consideration when it is variable and in constraining those estimates to ensure revenue is not overstated. In addition, Topic 606 provides guidance on other aspects of measuring revenue, such as accounting for significant financing components, noncash consideration, and consideration payable to a customer.

BC479. The additional guidance includes two methods for estimating variable consideration, which may not substantially change the amount of revenue recognized in many industries in which robust estimation methods have been developed over time. However, it may result in changes in the timing of revenue recognized in other cases for which estimation of variable consideration was either prohibited or not used in the recognition of revenue. For example, in some distribution channels, entities may not have estimated the price of a good or service when that price depended on the eventual sale to an end customer. In those cases, revenue was not recognized until that final sale occurred. The Boards concluded that the additional guidance for estimation methods should ensure that performance is better reflected in the financial statements in those cases and should provide greater consistency in estimating variable consideration. The additional guidance would also provide users of financial statements with more transparency on the estimation process, which was often masked with undefined terms such as *best estimates*.

BC480. In addition, the guidance on constraining estimates of variable consideration provides entities with a more specific approach for assessing the likelihood of an entity being entitled to variable consideration and, therefore, whether or not to include an estimate of that variable consideration in the amount of revenue recognized. It also will give users of financial statements more confidence in the amount of revenue recognized in the financial statements by requiring a consistent approach to estimating the amount of variable consideration to which an entity is entitled. The Boards included the guidance for constraining estimates of variable consideration in part because of feedback from users of financial statements, who demanded that estimates should be of high quality but also because a significant portion of errors in financial statements have related to the overstatement of revenue.

Improved Comparability of Financial Information and Better Economic Decision Making

BC481. Before the issuance of Topic 606, there were significant differences in accounting for economically similar revenue transactions, both within and across industries for entities applying U.S. GAAP. There was also significant diversity in practice in accounting for revenue transactions for entities applying IFRS. Those differences made it difficult for users of financial statements to understand and compare revenue numbers. As explained in paragraphs BC460–BC480, some of this diversity arose because there was limited revenue recognition guidance in IFRS in general and on particular topics. Furthermore, the guidance that was provided was difficult to apply to complex transactions in part because there was no rationale for that guidance (that is, there was no basis for conclusions). Those differences also arose because previous revenue recognition guidance in U.S. GAAP was voluminous and often industry-specific or transaction-specific which also created difficulty for users of financial statements in interpreting the information about revenue. The Boards noted that the diversity in practice and challenges to users were often amplified for entities applying IFRS because some preparers selectively referenced U.S. GAAP.

BC482. Analysis of revenue by users of financial statements was made even more difficult because previous disclosure requirements for revenue were inadequate. Consequently, users of financial statements found it difficult to understand an entity's revenues, as well as the judgments and estimates made by that entity in recognizing those revenues. However, many entities acknowledged a need to provide investors with additional information about revenue and, therefore, provided this information in other reports outside the financial statements (for example, in earnings releases and shareholder reports).

BC483. By providing a robust, comprehensive framework that would be applied by entities applying both U.S. GAAP and IFRS, Topic 606 would eliminate the previous diversity in practice and create greater comparability across entities, industries, and reporting periods. In addition, the Boards observed that a

common revenue standard should make the financial reporting of revenue comparable between entities that prepare financial statements in accordance with U.S. GAAP or IFRS, resulting in significant benefit to users. Furthermore, by providing a rationale for the guidance (that is, a basis for conclusions), the framework should be more easily applied to a broad range of transactions and contracts.

BC484. In addition, Topic 606 provides comprehensive disclosure requirements that should greatly improve the information about revenue reported in the financial statements (see paragraphs BC327–BC361). Specifically, the information about revenue would enable users of financial statements to better understand an entity's contracts with customers and revenue from those contracts and to better predict cash flows. This information also should help users of financial statements to make more informed economic decisions. The Boards acknowledged that these improvements may increase the costs of the application of Topic 606 for preparers. However, the Boards concluded that these costs were necessary to improve the usefulness of financial reporting in an area that is critical for users of financial statements to the analysis and understanding of an entity's performance and prospects.

BC485. During outreach, the Boards learned that the disclosures required by Topic 606 may help some entities to eliminate various alternative reporting measures that were created because previous revenue recognition guidance did not adequately depict their performance. Conversely, the Boards noted that other industries in which changes may be more significant may be required to create alternative performance measures to help users understand the difference between previous accounting guidance and the guidance under Topic 606. However, because the requirements adequately depict performance, the Boards do not expect that these performance measures would be necessary in the longer term.

Compliance Costs for Preparers

BC486. As with any new guidance, there will be costs to implement Topic 606. The breadth of industries and entities that will be required to apply Topic 606, and the diversity in practice that existed under previous revenue recognition guidance, make it difficult to generalize the costs to preparers. However, because of the breadth of industries and entities that will be affected, most entities will incur at least some costs. Broadly, the Boards expect that a majority of preparers may incur the following costs:

- a. Costs to implement changes in or develop new systems, processes, and controls used to gather and archive contract data, make required estimates, and provide required disclosures, possibly including fees paid to external consultants
- b. Costs to hire additional employees that may be needed to comply with Topic 606 and modify processes and internal controls accordingly

- c. Incremental fees paid to external auditors to audit the financial statements in the period of initial application of Topic 606
- d. Costs required to educate management, finance, and other personnel about the benefits and costs of Topic 606
- e. Costs required to educate users of financial statements about the benefits and costs on the financial statements.

BC487. Many of the costs listed in paragraph BC486 will be nonrecurring, because they will be incurred only upon initial application of Topic 606. However, some entities that expect significant changes as a result of applying Topic 606 expect that the continued application of Topic 606 will likely cause the following long-term increases in costs:

- a. Increase in audit fees because of the increased volume of disclosures and the difficulty of auditing some of the required estimates (for example, estimates of standalone selling price and variable consideration)
- b. Costs to maintain improved systems and make modifications for transactions
- c. Higher personnel costs.

BC488. The Boards considered those costs in their analysis of the benefits and costs for the guidance as a whole and in relation to specific provisions in Topic 606 when making their decisions. Board members and staff consulted extensively across a wide range of industries and jurisdictions to better understand some of the operational issues arising from the proposals in the Discussion Paper and both Exposure Drafts. The Boards took that feedback into consideration in their redeliberations and, as a result, modified or clarified many aspects of the revenue recognition model to reduce the burden of implementing and applying the guidance. Those decisions and their rationale are documented throughout the basis for conclusions in relation to specific aspects of the model, such as variable consideration and significant financing components. Those clarifications and modifications included:

- a. Clarifying the use of portfolios—The Boards clarified that many entities would not need to develop systems to account for each contract individually, especially entities that have a large volume of similar contracts with similar classes of customer. In those cases, the Boards noted that entities may apply the guidance to a portfolio of similar contracts.
- b. Practical expedients—The Boards added some practical expedients (for example, in the guidance for adjusting the transaction price for significant financing components) to simplify compliance with the guidance in circumstances in which the Boards determined that applying the practical expedient would have a limited effect on the amount or timing of revenue recognition.

- c. Disclosure requirements—The Boards eliminated the rigidity in the disclosure requirements proposed in the 2011 Exposure Draft that required entities to provide a detailed reconciliation of their contract balances. Instead, the Boards decided to require only the opening and closing balances as well as some information on the changes in those balances. The Boards also provided similar relief for the reconciliation proposed in the 2011 Exposure Draft for the costs to obtain or fulfill a contract.
- d. Transition guidance—The Boards expected that the costs of the systems and operational changes would be incurred primarily during the transition from previous revenue recognition guidance to Topic 606. Therefore, to ease implementation costs and complexities associated with transition to Topic 606, the Boards decided to provide practical expedients that an entity may elect to use when applying the guidance retrospectively. In addition, the Boards introduced an alternative transition method (that is, the cumulative catch-up transition method) that would alleviate the costs of transition for many entities because it would not require restatement of prior periods.
- e. Additional illustrations—The Boards responded to requests from respondents to provide examples that would illustrate the various aspects of Topic 606 by providing educational guidance designed to help with implementation and understandability wherever possible. The Boards concluded that this would help to reduce both the initial and ongoing cost of compliance, as well as enhancing the consistency of application and therefore comparability of financial statements.

Costs of Analysis for Users of Financial Statements

BC489. The Boards note that, as with all new guidance, there will be an educational and adjustment period for users of financial statements, during which they may incur costs. Those costs may include costs to modify their processes and analyses. However, the costs are likely to be nonrecurring and are likely to be offset by a longer-term reduction in costs from the additional information that would be provided by the improved disclosure guidance. Users of financial statements may also observe a longer-term reduction in education costs because of the common framework created by Topic 606, which applies across jurisdictions, industries, and transactions.

BC490. In the Boards' view, the significant benefits to users of financial statements from Topic 606 will justify the costs that the users may incur. Those benefits include:

- a. Greater comparability and consistency of reporting revenue from contracts with customers
- b. A better depiction of entities' performance
- c. Improved understanding of entities' contracts and revenue-generating activities.

Conclusion

BC491. The Boards concluded that the issuance of Topic 606 achieves their objectives as outlined in paragraph BC3. This is because Topic 606 provides a robust and comprehensive framework that:

- a. Will apply to a broad range of transactions and industries and will improve the comparability of the recognition of revenue across industries and jurisdictions.
- b. Can be applied to complex transactions and evolving transactions, resulting in greater consistency in the recognition of revenue.
- c. Will require enhanced disclosures that will improve the understandability of revenue, which is a critical part of the analysis of an entity's performance and prospects.

BC492. In light of these achievements, the Boards determined that the issuance of Topic 606 would result in an overall improvement to financial reporting. The Boards also concluded that these benefits would be ongoing and would justify the costs of implementing Topic 606 (for example, systems and operational changes) that would be incurred primarily during the transition from previous revenue recognition guidance.

BC493. However, because of differences in their previous revenue recognition guidance, the Boards noted that their rationale for the conclusion that Topic 606 results in "an improvement to financial reporting" was slightly different. The differences in their rationale are as follows:

- a. Previous revenue recognition guidance in U.S. GAAP was rules based and provided specific guidance for particular transactions and industries. In addition, there were transactions that were not directly in the scope of specific guidance. Consequently, economically similar transactions were often accounted for differently. Overall, the robust and comprehensive framework in Topic 606 should improve comparability in the accounting for economically similar transactions and should result in accounting that better reflects the economics of those transactions.
- b. As described in paragraph BC460, the previous revenue recognition guidance in IFRS was limited. In particular, IFRS did not include general guidance related to many key issues in revenue recognition such as multiple-element arrangements and how to allocate consideration to those elements. In addition, the lack of a basis for conclusions in those previous revenue recognition standards in IFRS created challenges in assessing how to apply the principles in that guidance. In combination, these factors contributed to diversity in practice across jurisdictions and industries. By providing a comprehensive framework and a basis for conclusions, IFRS 15 should be a significant improvement to the previous revenue recognition guidance. Consequently, IFRS 15 should

eliminate that previous diversity in practice and thus improve financial reporting.

Consequential Amendments

Sales of Assets That Are Not an Output of an Entity's Ordinary Activities

BC494. For the transfer of nonfinancial assets that are not an output of an entity's ordinary activities, the Boards decided to amend their respective standards to require that an entity apply the guidance from Topic 606 on the following topics:

- a. Control—to determine when to derecognize the asset
- b. Measurement—to determine the amount of the gain or loss to recognize when the asset is derecognized (including any constraints on the transaction price because it is variable).

BC495. The FASB also decided to apply the guidance from Topic 606 for the existence of a contract to transfer a nonfinancial asset. That guidance requires an entity to determine whether the parties are committed to perform under the contract, which can be difficult in sales of real estate in which the seller has provided significant financing to the purchaser.

BC496. Those amendments will result in changes to Topic 360 and Topic 350, Intangibles—Goodwill and Other, IAS 16, *Property, Plant and Equipment*, IAS 38, and IAS 40, *Investment Property*. The changes to those standards will result in the same accounting guidance under U.S. GAAP and IFRS for the transfer of nonfinancial assets that are not an output of an entity's ordinary activities. However, because the guidance in those standards was previously different under U.S. GAAP and IFRS, the Boards have different reasons for making those changes.

Consequential Amendments to U.S. GAAP

BC497. A contract for the sale of real estate that is an output of an entity's ordinary activities meets the definition of a contract with a customer and, therefore, is within the scope of Topic 606. Because Subtopic 360-20, Real Estate Sales, provided guidance for recognizing profit on *all* real estate sales, regardless of whether real estate is an output of an entity's ordinary activities, the FASB considered the implications of retaining the guidance in Subtopic 360-20 for contracts that are not within the scope of Topic 606. The FASB noted that retaining that guidance could result in an entity recognizing the profit or loss on a real estate sale differently depending on whether the transaction is a contract with a customer. However, there is economically little difference between the sale of real estate that is an output of the entity's ordinary activities and the sale of

real estate that is not. Consequently, the difference in accounting should relate only to the presentation of the profit or loss in the statement of comprehensive income—revenue and expense or gain or loss.

BC498. Consequently, the FASB decided to amend Topic 360 and create Subtopic 610-20, Other Income—Gains and Losses from the Derecognition of Nonfinancial Assets, to require that an entity apply the guidance in Topic 606 for the existence of a contract, for control, and for measurement of a contract for the transfer of real estate (including in substance real estate) that is not an output of the entity's ordinary activities. If the real estate is a business (and not an in substance nonfinancial asset), the guidance in Subtopic 810-10 on consolidation applies.

BC499. The FASB also decided to specify that an entity apply the guidance in Topic 606 for the existence of a contract, for control, and for measurement to contracts for the transfer of all nonfinancial assets in nonrevenue transactions, such as tangible assets within the scope of Topic 360 and intangible assets within the scope of Topic 350. The primary reason for that decision was the lack of clear guidance in U.S. GAAP on accounting for the transfer of nonfinancial assets when those assets are not an output of an entity's ordinary activities and do not constitute a business or nonprofit activity. In addition, the FASB decided, due to the lack of guidance in Topics 350 and 360, to add guidance for how to account for a contract that fails to meet the criteria in paragraph 606-10-25-1.

Consequential Amendments to IFRS

BC500. In IFRS, an entity selling an asset within the scope of IAS 16, IAS 38, or IAS 40 would have applied the recognition principles of the previous revenue standard in IFRS to determine when to derecognize the asset and, in determining the gain or loss on the transfer, would have measured the consideration at fair value. However, the IASB noted that there is diversity in practice in the recognition of the gain or loss when the transfer of those assets involves variable consideration because the previous revenue standard in IFRS did not provide specific guidance on variable consideration. The IASB decided that requiring application of the guidance in IFRS 15 for control, and for measurement (including constraining the amount of variable consideration used in determining the gain or loss) would eliminate the diversity in practice because the guidance in IFRS 15 provides a clear principle for accounting for variable consideration.

BC501. The IASB considered whether it should retain fair value as the measurement basis for transfers of nonfinancial assets within the scope of IAS 16, IAS 38, and IAS 40. However, the IASB rejected this proposal and, as explained in paragraph BC500, decided to require that an entity apply the measurement guidance in IFRS 15 to transfers of nonfinancial assets that are not an output of the entity's ordinary activities, for the following reasons:

- a. Measuring the gain on the transfers of nonfinancial assets that are not an output of the entity's ordinary activities by using the same guidance

as for measuring revenue provides users of financial statements with useful information. The IASB decided that it would provide useful information if entities apply the requirements for constraining estimates of variable consideration to any gain that will be recognized on the transfer of the nonfinancial asset. The IASB acknowledged that in some cases this may result in a loss on the transfer when the transferred asset has a cost basis that is greater than the constrained consideration, which may occur when the asset has a cost basis that is determined using fair value. However, the IASB noted that this outcome is appropriate and useful to users because of the significant uncertainty about the variable consideration. The IASB also noted that this outcome is consistent with the outcome in a transaction with a customer in which the variable consideration is constrained but the entity has transferred control of the good or service to the customer.

- b. It is not necessary to measure the gains on the transfers of nonfinancial assets to be consistent with other asset disposals, such as disposals of an entity, that are accounted for at fair value in accordance with other standards (for example, IFRS 10). This is because transfers of nonfinancial assets that are not an output of an entity's ordinary activities are more like transfers of assets to customers, rather than other asset disposals.
- c. Applying the measurement guidance in IFRS 15 achieves consistency with U.S. GAAP.

A Separate Project

BC502. The Boards also considered whether they should consider the changes to the guidance on transfers of nonfinancial assets in a separate project. The Boards noted that undertaking a separate project would mean that changes to existing standards would not be made until that project had been completed and became effective. Because of the Boards' other standard-setting priorities and the time required to complete all relevant due process steps for issuing a standard, it might be several years before the existing guidance was replaced. The Boards observed that the implications of not proceeding with the proposed consequential amendments would have been as follows:

- a. For IFRS reporters, the IASB would have needed to amend IAS 16, IAS 38, and IAS 40 to include the revenue recognition criteria from previous revenue standards in IFRS. This would have resulted in different recognition and measurement guidance for transfers of nonfinancial assets as compared with contracts with customers.
- b. For U.S. GAAP reporters, there would have been two sets of recognition and measurement guidance for real estate sales, depending on whether the transfer was with a customer. In addition, no specific guidance would have been provided in U.S. GAAP for transfers of nonfinancial

assets (other than real estate) within the scope of Subtopic 360-10 (for example, equipment) or Topic 350 (for example, intangible assets).

BC503. Consequently, the Boards reaffirmed their decision in the 2011 Exposure Draft that consequential amendments should be made because this results in consistency in the accounting for the transfers of nonfinancial assets between U.S. GAAP and IFRS, addresses the lack of guidance for the accounting for transfers of nonfinancial assets in U.S. GAAP, and eliminates possible complexities that might result from retaining separate recognition criteria for transfers of nonfinancial assets in IFRS.

Application to Nonpublic Entities (Sections 606-10-50, 340-40-50, and 606-10-65)

BC504. This section summarizes the FASB's considerations in deciding to modify some requirements of Topic 606 for some entities. Throughout this section the FASB will use the term *nonpublic entity* to describe an entity that does not meet any of the following three descriptions:

- a. A public business entity (defined in Accounting Standards Update No. 2013-12, *Definition of Public Business Entity*)
- b. A not-for-profit entity that has issued, or is a conduit bond obligor for, securities that are traded, listed, or quoted on an exchange or an over-the-counter market
- c. An employee benefit plan that files or furnishes financial statements with or to the SEC.

BC505. In a separate project (resulting in issuance of Update 2013-12), the FASB amended the Master Glossary of the Accounting Standards Codification to include one definition of a public business entity for future use in U.S. GAAP. That definition will be used by the Board in specifying the scope of future financial accounting and reporting guidance. One goal of developing the definition is to minimize the inconsistency and complexity of having multiple definitions of, or a diversity in practice about what constitutes, *nonpublic entity* and *public entity* within U.S. GAAP. During the revenue project, the FASB carefully considered the different needs of nonpublic entities in deciding to modify some of the requirements. In making those decisions, the FASB considered input from preparers, auditors, and users of nonpublic entity financial statements and considered the different needs of those users of nonpublic entity financial statements compared with users of public entity financial statements. This section considers the FASB's decisions on the following topics:

- a. Disclosures
- b. Interim disclosures
- c. Transition
- e. Effective date and early application.

Disclosures (Sections 606-10-50 and 340-40-50)

BC506. The FASB decided that some of the disclosure requirements should differ for nonpublic entities, primarily because the costs of providing those disclosures outweigh the benefits. In arriving at its decisions, the FASB considered its Private Company Decision-Making Framework and concluded that the minimum level of disclosures needed by users of nonpublic entity financial statements differs because many of the users of nonpublic entity financial statements already receive, or have the ability to obtain, supplemental revenue information directly from management that is tailored to their individual needs. Furthermore, some users of nonpublic entity financial statements explained that many of the disclosures required of public entities provide so much detail that it may confuse their analyses.

BC507. To address concerns raised by nonpublic entity stakeholders about the disclosure requirements, the FASB decided to modify the following disclosure requirements for nonpublic entities:

- a. Disaggregation of revenue
- b. Contract balances
- c. Remaining performance obligations, assets recognized from the costs to obtain or fulfill a contract with a customer, and practical expedients
- e. Disclosure of judgments, assumptions, methods, and inputs.

Disaggregation of Revenue (Paragraph 606-10-50-7)

BC508. The FASB considered feedback from preparers and auditors of nonpublic entity financial statements that indicated concerns about the level at which those entities would be required to disaggregate their revenue.

- a. Most indicated that the costs of providing disaggregated information about revenue, and the related audit costs, would outweigh the benefits, particularly because those entities often provide their users of financial statements with such information only upon request.
- b. Many preparers raised concerns that they would be required to disclose proprietary information under the disaggregated revenue disclosure requirement that could place them at a competitive disadvantage.

BC509. Users of nonpublic entity financial statements indicated that the disclosure of disaggregated revenue could be useful depending on how that information is conveyed; however, some were concerned that the disclosures may not always provide useful information. In addition, some users of nonpublic entity financial statements noted that they already receive this type of information directly from management, outside the financial statements.

BC510. After considering the cost-benefit concerns raised by preparers, auditors, and users of nonpublic entity financial statements, the FASB decided that nonpublic entities could elect not to apply the quantitative disaggregation

disclosure requirements required of public entities. The FASB decided that if a nonpublic entity elects not to provide that information, the entity should disclose qualitative information about how economic factors and significant changes in those economic factors affect the nature, amount, timing, and uncertainty of revenue and cash flows. Users of nonpublic entity financial statements could then use that information to facilitate a “red-flag approach,” which many of those users of nonpublic entity financial statements noted they prefer. Under that approach, users of nonpublic entity financial statements review the financial statements for unusual or unexpected activity and follow up directly with management for supporting information as necessary.

BC511. The FASB decided that nonpublic entities that elect not to comply with the disclosure requirements in paragraphs 606-10-50-6 and 606-10-55-87 through 55-89 should disclose, at a minimum, quantitative information including its revenue disaggregated by the nature of the transfer of goods or services (for example, revenue from goods or services transferred to customers at a point in time versus revenue from goods or services transferred to customers over time). This disaggregated information will provide users of nonpublic entity financial statements with information about (a) the timing of satisfaction of performance obligations and (b) when control of goods or services is transferred. This information will help a user to assess the relative importance of an entity’s qualitative disclosures (for example, those about measures of progress toward complete satisfaction of performance obligations) by providing a link between those disclosures and the entity’s quantitative disclosures about the composition of its revenue from contracts with customers. The FASB observed that, in most cases, disclosing quantitative information about the nature of the transfer of control of goods or services will not result in significant costs to preparers (because the entity already would have had to calculate that information in applying the standard) and it will provide users of nonpublic entity financial statements with decision-useful information.

Contract Balances (Paragraph 606-10-50-11)

BC512. Most nonpublic entity stakeholders supported the requirements in the 2011 Exposure Draft to present the balances of contract assets, contract liabilities, and receivables from contracts with customers. As a result, the FASB decided that nonpublic entities should be required to comply with the disclosure requirement in paragraph 606-10-50-8(a) to disclose the opening and closing balances of contract assets, contract liabilities, and receivables from contracts with customers (if not separately presented). The FASB decided that disclosure of contract balances could provide useful information to users of nonpublic entity financial statements without preparers having to incur significant costs (because those entities already would have had to calculate those balances in applying the revenue guidance). The FASB also observed that this quantitative information about contract assets, contract liabilities, and receivables from contracts with

customers could serve to alert users of nonpublic entity financial statements about activity that they may want to investigate further.

BC513. The 2011 Exposure Draft proposed exempting nonpublic entities from disclosing a tabular reconciliation of contract balances. During redeliberations of the 2011 Exposure Draft, the Boards modified the proposed disclosure requirements for public entities to replace the tabular reconciliation requirement with a combination of quantitative and qualitative disclosure requirements about contract assets and contract liabilities. Many nonpublic entity stakeholders supported the exemption from the tabular reconciliation provided for nonpublic entities in the 2011 Exposure Draft; however, many of those respondents indicated that nonpublic entities should be exempt from all disclosures about contract balances. Many of those respondents, including users of nonpublic entity financial statements, indicated that generally the relevant balances are presented in the financial statements, which will provide adequate information to pursue additional questions or requests for additional information. On the basis of this differential access to information generally provided to users of nonpublic entities, the FASB reaffirmed its decision in the 2011 Exposure Draft that additional information such as the qualitative discussion and other disclosure requirements in paragraph 606-10-50-8(b) and (c) would not be required of nonpublic entities. In making that decision, the FASB observed that some of the information may be provided in other disclosures, for example, an explanation of how an entity's contracts and typical payment terms will affect the entity's contract balances could be provided in satisfying the requirements in paragraph 606-10-50-15 about significant payment terms of performance obligations.

Remaining Performance Obligations (Paragraph 606-10-50-16)

BC514. The FASB reaffirmed its proposal in the 2011 Exposure Draft that nonpublic entities may elect not to disclose (a) the amount of the transaction price allocated to the remaining performance obligations and (b) the corresponding explanations about when the entity expects to recognize those amounts as revenue. Feedback received from many nonpublic entity preparers and auditors indicated concerns that, in many cases, it would be difficult and costly to prepare and audit those disclosures. Consistent with the concerns of public entities, many preparers of nonpublic entity financial statements also were concerned that the information in those disclosures may be forward-looking information and, in some cases, may be proprietary. Some users of nonpublic entity financial statements noted that they receive similar information directly from management upon request. Consequently, the FASB observed that the costs of preparing the required disclosure would outweigh the benefits.

Assets Recognized from the Costs to Obtain or Fulfill a Contract with a Customer (Paragraph 340-40-50-4)

BC515. Consistent with its decisions in the 2011 Exposure Draft, the FASB decided to allow nonpublic entities an election not to comply with the requirements for disclosures on assets recognized from the costs to obtain or fulfill a contract with a customer. As discussed above, the Boards modified their requirements to rationalize the disclosure requirements and moved from a mandatory reconciliation of those assets to targeted disclosures about the judgments and methods used in recognizing and amortizing the costs incurred. In addition, the Boards decided to require a public entity to disclose the closing balances of the assets recognized and the amount of amortization and impairment recognized in the period. Consistent with the FASB's prior conclusions, the respondents to the 2011 Exposure Draft agreed with the proposal to allow a nonpublic entity to elect not to disclose this information because some users of nonpublic entity financial statements can obtain the information directly from management if they deem it to be decision useful.

Practical Expedients (Paragraph 606-10-50-23)

BC516. The Boards decided to require public entities that apply the practical expedients about the existence of a significant financing component (see paragraph 606-10-32-18) or assets recognized from the costs to obtain or fulfill a contract with a customer (see paragraph 340-40-25-4) to disclose the use of those practical expedients. The FASB decided that a nonpublic entity may elect not to disclose the application of those practical expedients. This is because those disclosure requirements are generally consistent with the requirements under Topic 235 (for example, an entity should disclose its selections from acceptable accounting alternatives) and in combination with the relationship between a nonpublic entity and its users that information could be provided if deemed necessary. Users of nonpublic entity financial statements indicated that additional detail may not provide them with sufficient benefit to warrant the need for additional disclosures. Those users of nonpublic entity financial statements noted that they could access management and obtain additional details about the use of any practical expedients or selections of acceptable alternatives if necessary.

Disclosure of Judgments, Assumptions, Methods, and Inputs (Paragraph 606-10-50-21)

BC517. The FASB reaffirmed its proposal in the 2011 Exposure Draft that nonpublic entities may elect not to disclose some of the detailed requirements about judgments, and changes in judgments, used in determining (a) the timing of satisfaction of performance obligations and (b) the transaction price and

allocating it to performance obligations. The majority of respondents to the 2011 Exposure Draft supported those exemptions. The FASB noted that the disclosure requirements in paragraphs 606-10-50-17 through 50-20 about significant judgments are generally consistent with the requirements of Topic 235 and Topic 275, Risks and Uncertainties, both of which most nonpublic entity stakeholders indicated are beneficial. Therefore, the FASB generally observed that many of those disclosures are consistent with disclosures currently required and, therefore, should be helpful in providing users with decision-useful information. The FASB decided to allow nonpublic entities some relief as some of the additional disclosure requirements on methods, inputs, and assumptions could be directly obtained, as necessary, from management. As a result, a nonpublic entity can elect not to provide the disclosure requirements in paragraphs 606-10-50-18(b), 606-10-50-19, and 606-10-50-20 (excluding 606-10-50-20(b)).

Disclosure in the Interim Financial Statements of a Nonpublic Entity

BC518. The FASB reaffirmed its proposal in the 2011 Exposure Draft not to specify disclosures about revenue from, and contracts with, customers that a nonpublic entity would be required to include in its interim financial statements. The majority of nonpublic entity stakeholders supported this decision. The FASB noted that nonpublic entities typically do not prepare interim financial statements and many users of the financial statements of nonpublic entities have direct access to management and can obtain supplementary information about interim period revenue. Furthermore, most of the information that the Boards are requiring a public entity to disclose in its interim financial statements is information that a nonpublic entity may elect not to disclose in its annual financial statements.

Transition (Paragraph 606-10-65-1)

BC519. The FASB decided not to provide an alternative transition method specifically for nonpublic entities. Most preparers and auditors of nonpublic entity financial statements raised the same concerns as preparers and auditors of public entity financial statements about the proposal in the 2011 Exposure Draft that would have required retrospective application as of the beginning of the first reporting period presented. During redeliberations of the 2011 Exposure Draft, the Boards decided to permit an entity to adopt Topic 606 retrospectively, as of the beginning of the current reporting period with supplementary disclosures. On the basis of the feedback received from nonpublic entity stakeholders, the FASB decided that its changes that address public entities' concerns about transition also adequately address the concerns raised by nonpublic entity stakeholders.

Effective Date and Early Application (Paragraph 606-10-65-1)

BC520. The FASB decided that the effective date of Topic 606 for a nonpublic entity should be for an annual reporting period beginning on or after December 15, 2017, and interim periods within annual reporting periods beginning after December 15, 2018. This is consistent with the proposed guidance in the 2011 Exposure Draft that the effective date of the final guidance for nonpublic entities would be a minimum of one year after the effective date for public companies. In making this decision, the FASB observed that (a) some preparers and auditors of nonpublic entity financial statements rely on the experience of public entities and their auditors when implementing a new standard and (b) the education cycle for preparers of nonpublic entity financial statements generally occurs once per year, typically during the second half of the year. Furthermore, nonpublic entities generally have fewer resources than public entities and, consequently, will benefit from having additional time to evaluate the effects of Topic 606. In deciding to set the effective date for nonpublic entities as of the end of the initial annual reporting period, the Board considered the factor in the Private Company Decision-Making Framework that indicates that private companies generally should not be required to adopt new requirements during an interim period within the fiscal year of adoption.

BC521. The Private Company Decision-Making Framework indicates that, generally, private companies should be permitted to adopt the amendments before the deferred effective date for private companies, but no earlier than the required or permitted effective date for public companies. In addition, this approach provides a nonpublic entity with the flexibility to achieve comparability of its financial statements with public company financial statements. Consequently, the FASB decided that a nonpublic entity may elect to apply the requirements of Topic 606 no earlier than an annual reporting period beginning after December 15, 2016, including interim reporting periods therein, as required for public companies. On the basis of the FASB's decision, a nonpublic entity is not precluded from initially applying the requirements of Topic 606 in either of the following ways:

- a. For annual reporting periods beginning after December 15, 2016, and interim periods within annual periods beginning after December 15, 2017.
- b. For annual reporting periods beginning after December 15, 2017, including interim reporting periods therein.

Summary of Main Changes from the 2011 Exposure Draft

BC522. The main changes from the proposals in the 2011 Exposure Draft are as follows:

- a. Topic 606 includes additional guidance related to identifying a contract with a customer. Specifically, Topic 606 includes an additional criterion that must be met before an entity can apply the guidance in Topic 606 to a contract. This criterion in paragraph 606-10-25-1(e) requires an entity to conclude that it is probable that a customer will pay the consideration to which the entity will be entitled by assessing the customer's ability and intention to pay. In addition, Topic 606 provides guidance on accounting for contracts that do not meet the specified criteria and thus cannot apply Topic 606.
- b. Topic 606 clarifies the objective of the guidance on constraining estimates of variable consideration and provides a level of confidence of probable for determining when to include those estimates in the transaction price. This represents a change from the 2011 Exposure Draft, which specified that an entity could only recognize revenue for estimates of variable consideration when an entity was "reasonably assured" that it would be entitled to that amount.
- c. Topic 606 provides additional guidance on the allocation of the transaction price to performance obligations:
 - 1. The residual approach may be used for two or more goods or services with highly variable or uncertain standalone selling prices if at least one good or service has a standalone selling price that is not highly variable or uncertain.
 - 2. Allocation of a discount among performance obligations should be done before using the residual approach to estimate the standalone selling price for a good or service with a highly variable or uncertain standalone selling price.
- d. Topic 606 carries forward from the 2011 Exposure Draft the principles related to identifying performance obligations in a contract and determining whether a performance obligation is satisfied over time. However, Topic 606 clarifies those principles and provides additional guidance for entities in applying those principles.
- e. Topic 606 provides additional guidance for determining when a customer obtains control of a license by distinguishing between licenses that provide a right to access the entity's intellectual property as it exists throughout the license period and licenses that provide a right to use the entity's intellectual property as it exists at the point in time at which the license is granted. This determination will affect whether the entity satisfies its performance obligation to transfer a license at a point in time or over time. This represents a change from the 2011 Exposure Draft, which specified that all licenses were transferred to the customer at the point in time at which the customer obtained control of the rights. Topic 606 also clarifies that before determining when the license transfers to the customer, an entity considers the promises in the contract and applies the guidance for identifying performance obligations.

- f. Topic 606 does not include the guidance proposed in the 2011 Exposure Draft to test a performance obligation to determine whether it is onerous.
- g. Topic 606 clarifies the disclosures required for revenue from contract with customers. Specifically, it requires an entity to provide a combination of qualitative and quantitative information about contract balances. The 2011 Exposure Draft required this disclosure to be provided as a reconciliation of contract balances.
- h. Topic 606 provides entities with an additional transition method that does not require a restatement of prior periods. The 2011 Exposure Draft proposed only one transition method (that is, a retrospective transition method with practical expedients) that requires a restatement of all previous periods presented.

Appendix

Comparison of Topic 606 and IFRS 15

- A1. This Update, together with the IASB's IFRS 15, completes a joint effort by the FASB and the IASB to improve financial reporting by creating common revenue recognition guidance for U.S. GAAP and IFRS that can be applied consistently across various transactions, industries, and capital markets. In Topic 606 and IFRS 15, the Boards achieved their goal of reaching the same conclusions on all requirements for the accounting for revenue from contracts with customers. However, there are some minor differences as follows:
- a. Collectibility threshold—The Boards included an explicit collectibility threshold as one of the criteria that a contract must meet before an entity can recognize revenue. For a contract to meet that criterion, an entity must conclude that it is probable that it will collect the consideration to which it will be entitled in exchange for the goods or services that will be transferred to the customer. In setting the threshold, the Boards acknowledged that the term *probable* has different meanings in U.S. GAAP and IFRS. However, the Boards decided to set the threshold at a level that is consistent with previous revenue recognition practices and requirements in U.S. GAAP and IFRS. (See paragraphs BC42–BC46.)
 - b. Interim disclosure requirements—The Boards noted that the general guidance in their respective interim reporting guidance (Topic 270, Interim Reporting, and IAS 34, *Interim Financial Reporting*) would apply to revenue from contracts with customers. However, the IASB decided to also amend IAS 34 to specifically require the disclosure of disaggregated information of revenue from contracts with customers in interim financial statements. The FASB similarly decided to amend Topic 270, to require a public entity to disclose disaggregated revenue information in interim financial statements, but also made amendments to require information about both contract balances and remaining performance obligations to be disclosed on an interim basis. (See paragraphs BC358–BC361.)
 - c. Early application and effective date—The guidance in this Update prohibits an entity from applying the requirements earlier than the effective date, whereas IFRS 15 allows an entity to apply the requirements early. Nonpublic entities may apply the requirements earlier than the nonpublic effective date but no earlier than the public entity effective date. In addition, the

effective date for IFRS 15 is for annual reporting periods beginning on or after January 1, 2017, whereas Topic 606 has an effective date for public entities for annual reporting periods beginning after December 15, 2016. (See paragraphs BC452–BC453.)

- d. Impairment loss reversal—Consistent with other areas of U.S. GAAP, the amendments in this Update do not allow an entity to reverse an impairment loss on an asset that is recognized in accordance with the guidance on costs to obtain or fulfill a contract. In contrast, IFRS 15 requires an entity to reverse impairment losses, which is consistent with the requirements on the impairment of assets within the scope of IAS 36, Impairment of Assets. (See paragraphs BC309–BC311.)
- e. Nonpublic entity requirements—This Update applies to nonpublic entities and includes some specific reliefs relating to disclosure, transition, and effective date. No such guidance is included within IFRS 15. IFRS for Small and Medium-sized Entities is available for entities that do not have public accountability. (See paragraphs BC504–BC521.)

A2. Topic 606 and IFRS 15 have been structured to be consistent with the style of the Codification in U.S. GAAP and other Standards in IFRS (respectively). As a result, the paragraph numbers of IFRS 15 and Topic 606 are not the same, even though the wording in the paragraphs is consistent. The following table illustrates how the paragraphs of IFRS 15 and Topic 606, and the related illustrative examples, correspond:

MAIN FEATURES		OVERVIEW AND BACKGROUND	
N/A		606-10-05-1	
IN7		606-10-05-2	
IN8		606-10-05-3	
IN8		606-10-05-4	
IN9		606-10-05-5	
N/A		606-10-05-6	
OBJECTIVES			
1		606-10-10-1	
> Meeting the Objective			
2		606-10-10-2	
3		606-10-10-3	
4		606-10-10-4	
SCOPE AND SCOPE EXCEPTIONS			
> Entities			
N/A		606-10-15-1	
> Transactions			
5		606-10-15-2	
6		606-10-15-3	
7		606-10-15-4	
8		606-10-15-5	
RECOGNITION			
> Identifying the Contract			
9		606-10-25-1	
10		606-10-25-2	
11		606-10-25-3	
12		606-10-25-4	
13		606-10-25-5	

14	606-10-25-6
15	606-10-25-7
16	606-10-25-8
> Combination of Contracts	
17	606-10-25-9
> Contract Modification	
18	606-10-25-10
19	606-10-25-11
20	606-10-25-12
21	606-10-25-13
> Identifying Performance Obligations	
22	606-10-25-14
23	606-10-25-15
>> Promises in Contracts with Customers	
24	606-10-25-16
25	606-10-25-17
>> Distinct Goods or Services	
26	606-10-25-18
27	606-10-25-19
28	606-10-25-20
29	606-10-25-21
30	606-10-25-22
> Satisfaction of Performance Obligations	
31	606-10-25-23
32	606-10-25-24
33	606-10-25-25
34	606-10-25-26
>> Performance Obligations Satisfied Over Time	

35	606-10-25-27
36	606-10-25-28
37	606-10-25-29
>> Performance Obligations Satisfied at a Point in Time	
38	606-10-25-30
>> Measuring Progress toward Complete Satisfaction of Performance Obligation	
39	606-10-25-31
40	606-10-25-32
>>> Methods for Measuring Progress	
41	606-10-25-33
42	606-10-25-34
43	606-10-25-35
>>> Reasonable Measures of Progress	
44	606-10-25-36
45	606-10-25-37
MEASUREMENT	
46	606-10-32-1
> Determining the Transaction Price	
47	606-10-32-2
48	606-10-32-3
49	606-10-32-4
>> Variable Consideration	
50	606-10-32-5
51	606-10-32-6
52	606-10-32-7
53	606-10-32-8
54	606-10-32-9

> > > Refund Liabilities	
55	606-10-32-10
> > > Constraining Estimates of Variable Consideration	
56	606-10-32-11
57	606-10-32-12
58	606-10-32-13
> > > Reassessment of Variable Consideration	
59	606-10-32-14
> > The Existence of a Significant Financing Component in the Contract	
60	606-10-32-15
61	606-10-32-16
62	606-10-32-17
63	606-10-32-18
64	606-10-32-19
65	606-10-32-20
> > Noncash Consideration	
66	606-10-32-21
67	606-10-32-22
68	606-10-32-23
69	606-10-32-24
> > Consideration Payable to a Customer	
70	606-10-32-25
71	606-10-32-26
72	606-10-32-27
> Allocating the Transaction Price to Performance Obligations	
73	606-10-32-28
74	606-10-32-29
75	606-10-32-30

> > Allocation Based on Standalone Selling Price	
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77	606-10-32-32
78	606-10-32-33
79	606-10-32-34
80	606-10-32-35
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81	606-10-32-36
82	606-10-32-37
83	606-10-32-38
> > Allocation of Variable Consideration	
84	606-10-32-39
85	606-10-32-40
86	606-10-32-41
> Changes in the Transaction Price	
87	606-10-32-42
88	606-10-32-43
89	606-10-32-44
90	606-10-32-45
CONTRACT COSTS	
> Overview and Background	
N/A	340-40-05-1
N/A	340-40-05-2
> Scope and Scope Exceptions	
N/A	340-40-15-1
N/A	340-40-15-2
N/A	340-40-15-3
> > Incremental Costs of Obtaining a Contract	

91	340-40-25-1
92	340-40-25-2
93	340-40-25-3
94	340-40-25-4
> > Costs to Fulfill a Contract	
95	340-40-25-5
96	340-40-25-6
97	340-40-25-7
98	340-40-25-8
> > Amortization and Impairment	
99	340-40-35-1
100	340-40-35-2
101	340-40-35-3
102	340-40-35-4
103	340-40-35-5
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> Contracts with Customers	
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> > Disaggregation of Revenue	
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> > Contract Balances	
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118	606-10-50-10
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> > Performance Obligations	
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122	606-10-50-15
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124	606-10-50-18
125	606-10-50-19
> > Determining the Transaction Price and the Amounts Allocated to Performance Obligations	
126	606-10-50-20
N/A	606-10-50-21
> Assets Recognized from the Costs to Obtain or Fulfill a Contract with a Customer	
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127	340-40-50-2

128	340-40-50-3
N/A	340-40-50-4
129	340-40-50-5
N/A	340-40-50-6
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N/A	606-10-50-23
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> > > Entity's Performance Does Not Create an Asset with an Alternative Use	
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Amendments to the XBRL Taxonomy

The amendments to the *FASB Accounting Standards Codification*[®] (Codification) in this Accounting Standards Update (ASU) require changes to the U.S. GAAP Financial Reporting Taxonomy (UGT). Proposed changes to the UGT are available for public comment through ASU Taxonomy Changes provided at www.fasb.org.

Because the Codification amendments in this ASU are not effective for public companies until fiscal years beginning after December 15, 2016, proposed changes to the UGT are not expected to be finalized and incorporated into the UGT before the 2016 annual release.