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**INTERPRETATION OF STATUTORY  
BOARD FINANCIAL  
REPORTING STANDARD**

**INT SB-FRS 111**

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**SB-FRS 102 - Group and Treasury Share Transactions**

## Contents

*paragraphs*

**INT SB-FRS 111**

***SB-FRS 102 - GROUP AND TREASURY SHARE TRANSACTIONS***

**REFERENCES**

**ISSUES**

**1 - 6**

**CONSENSUS**

**7 - 11**

**EFFECTIVE DATE**

**12**

**ILLUSTRATIVE EXAMPLES**

**BASIS FOR CONCLUSIONS**

Interpretation of SB-FRS 111 *SB-FRS 102—Group and Treasury Share Transactions* (INT SB-FRS 111) is set out in paragraphs 1–13. INT SB-FRS 111 is accompanied by an Illustrative Example and a Basis for Conclusions. The scope and authority of Interpretations are set out in the *Preface* to the Interpretations of Statutory Board Financial Reporting Standards.

# INTERPRETATION OF STATUTORY BOARD FINANCIAL REPORTING STANDARD INT SB-FRS 111

## ***SB-FRS 102—Group and Treasury Share Transactions***

### **References**

- o SB-FRS 8 *Accounting Policies, Changes in Accounting Estimates and Errors*
- o SB-FRS 32 *Financial Instruments: Presentation*
- o SB-FRS 102 *Share-based Payment*

### **Issues**

- 1 This Interpretation addresses two issues. The first is whether the following transactions should be accounted for as equity-settled or as cash-settled under the requirements of SB-FRS 102:
  - (a) an entity grants to its employees rights to equity instruments of the entity (eg share options), and either chooses or is required to buy equity instruments (ie treasury shares) from another party, to satisfy its obligations to its employees; and
  - (b) an entity's employees are granted rights to equity instruments of the entity (eg share options), either by the entity itself or by its shareholders, and the shareholders of the entity provide the equity instruments needed.
- 2 The second issue concerns share-based payment arrangements that involve two or more entities within the same group. For example, employees of a subsidiary are granted rights to equity instruments of its parent as consideration for the services provided to the subsidiary. SB-FRS 102 paragraph 3 states that:

For the purposes of this SB-FRS, transfers of an entity's equity instruments by its shareholders to parties that have supplied goods or services to the entity (including employees) are share-based payment transactions, unless the transfer is clearly for a purpose other than payment for goods or services supplied to the entity. *This also applies to transfers of equity instruments of the entity's parent, or equity instruments of another entity in the same group as the entity, to parties that have supplied goods or services to the entity. [Emphasis added]*

However, SB-FRS 102 does not give guidance on how to account for such transactions in the individual or separate financial statements of each group entity.

- 3 Therefore, the second issue addresses the following share-based payment arrangements:
- (a) a parent grants rights to its equity instruments direct to the employees of its subsidiary: the parent (not the subsidiary) has the obligation to provide the employees of the subsidiary with the equity instruments needed; and
  - (b) a subsidiary grants rights to equity instruments of its parent to its employees: the subsidiary has the obligation to provide its employees with the equity instruments needed.
- 4 This Interpretation addresses how the share-based payment arrangements set out in paragraph 3 should be accounted for in the financial statements of the subsidiary that receives services from the employees.
- 5 There may be an arrangement between a parent and its subsidiary requiring the subsidiary to pay the parent for the provision of the equity instruments to the employees. This Interpretation does not address how to account for such an intragroup payment arrangement.
- 6 Although this Interpretation focuses on transactions with employees, it also applies to similar share-based payment transactions with suppliers of goods or services other than employees.

## **Consensus**

### **Share-based payment arrangements involving an entity's own equity instruments (paragraph 1)**

- 7 Share-based payment transactions in which an entity receives services as consideration for its own equity instruments shall be accounted for as equity-settled. This applies regardless of whether the entity chooses or is required to buy those equity instruments from another party to satisfy its obligations to its employees under the share-based payment arrangement. It also applies regardless of whether:
- (a) the employee's rights to the entity's equity instruments were granted by the entity itself or by its shareholder(s); or
  - (b) the share-based payment arrangement was settled by the entity itself or by its shareholder(s).

### **Share-based payment arrangements involving equity instruments of the parent**

#### **A parent grants rights to its equity instruments to the employees of its subsidiary (paragraph 3(a))**

- 8 Provided that the share-based arrangement is accounted for as equity-settled in the consolidated financial statements of the parent, the subsidiary shall measure the services received from its employees in accordance with the requirements applicable to equity-settled share-based payment transactions, with a corresponding increase recognised in equity as a contribution from the parent.

9 A parent may grant rights to its equity instruments to the employees of its subsidiaries, conditional upon the completion of continuing service with the group for a specified period. An employee of one subsidiary may transfer employment to another subsidiary during the specified vesting period without the employee's rights to equity instruments of the parent under the original share-based payment arrangement being affected. Each subsidiary shall measure the services received from the employee by reference to the fair value of the equity instruments at the date those rights to equity instruments were originally granted by the parent as defined in SB-FRS 102 Appendix A, and the proportion of the vesting period served by the employee with each subsidiary.

10 Such an employee, after transferring between group entities, may fail to satisfy a vesting condition other than a market condition as defined in SB-FRS 102 Appendix A, eg the employee leaves the group before completing the service period. In this case, each subsidiary shall adjust the amount previously recognised in respect of the services received from the employee in accordance with the principles in SB-FRS 102 paragraph 19. Hence, if the rights to the equity instruments granted by the parent do not vest because of an employee's failure to meet a vesting condition other than a market condition, no amount is recognised on a cumulative basis for the services received from that employee in the financial statements of any subsidiary.

**A subsidiary grants rights to equity instruments of its parent to its employees (paragraph 3(b))**

11 The subsidiary shall account for the transaction with its employees as cash-settled. This requirement applies irrespective of how the subsidiary obtains the equity instruments to satisfy its obligations to its employees.

**Effective date**

12 This Interpretation becomes effective on 1 April 2007. An entity shall apply this Interpretation retrospectively in accordance with SB-FRS 8, subject to the transitional provisions of SB-FRS 102.

## Illustrative Example

*This example accompanies, but is not part of, INT SB-FRS 111.*

- IE1 A parent grants 200 share options to each of 100 employees of its subsidiary, conditional upon the completion of two years' service with the subsidiary. The fair value of the share options on grant date is CU30 each. At grant date, the subsidiary estimates that 80 per cent of the employees will complete the two-year service period. This estimate does not change during the vesting period. At the end of the vesting period, 81 employees complete the required two years of service. The parent does not require the subsidiary to pay for the shares needed to settle the grant of share options.
- IE2 The share-based payment transaction in the consolidated financial statements of the parent is accounted for as equity-settled in accordance with SB-FRS 102.
- IE3 As required by INT SB-FRS 111 paragraph 8, over the two-year vesting period, the subsidiary measures the services received from the employees in accordance with the requirements applicable to equity-settled share-based payment transactions. Thus, the subsidiary measures the services received from the employees on the basis of the fair value of the share options at grant date. An increase in equity is recognised as a contribution from the parent in the financial statements of the subsidiary.
- IE4 The journal entries recorded by the subsidiary for each of the two years are as follows:

*Year 1*

Dr Remuneration expense ( $200 \times 100 \times 30 \times 0.8/2$ )	CU240,000	
Cr Equity (Contribution from the parent)		CU240,000

*Year 2*

Dr Remuneration expense ( $200 \times 100 \times 30 \times 0.81 - 240,000$ )	CU246,000	
Cr Equity (Contribution from the parent)		CU246,000

## **Basis for Conclusions on INT SB-FRS 111**

*This Basis for Conclusions accompanies, but is not part of, INT SB-FRS 111.*

### **Introduction**

- BC1 This Basis for Conclusions summarises the considerations in reaching its consensus. Greater weight was given to some factors than to others.
- BC2 The Draft Interpretation ED INT SB-FRS *SB-FRS 102 - Group and Treasury Share Transactions (ED INT SB-FRS)* was released for public comment in June 2005.

### **Consensus (paragraphs 7–11)**

#### **Share-based payment arrangements involving an entity's own equity instruments (paragraph 7)**

- BC3 ED INT SB-FRS proposed that, regardless of whether the entity chooses or is required to buy the equity instruments needed from another party to settle the share-based payment arrangement, the share-based payment transactions should be accounted for as equity-settled. The rationale was that the consideration for the services received is equity instruments of the entity (rather than a liability to transfer cash or other assets). For the same reason, it was proposed in ED INT SB-FRS that, regardless of whether the employees' rights to the entity's equity instruments were granted by the entity itself or by its shareholders, or whether the obligations under the share-based payment arrangement were settled by the entity itself or its shareholders, the share-based payment transactions should be accounted for as equity-settled.
- BC4 It was noted that only a small number disagreed with ED INT SB-FRS's proposal to treat the transactions as equity-settled.
- BC5 For the reason stated in paragraph BC3, it was reaffirmed that the share-based payment transactions specified in INT SB-FRS 111 paragraph 1(a) and (b) should be accounted for as equity-settled.
- BC6 Some respondents asked to clarify whether an entity should recognise a financial liability when the entity enters into a contractual arrangement to acquire its own equity instruments. It was noted that the relevant requirements in SB-FRS 32 *Financial Instruments: Presentation* are clear. Therefore, it was decided not to explain those requirements in the Interpretation.

#### **Share-based payment arrangements involving equity instruments of the parent (paragraphs 8–11)**

- BC7 ED INT SB-FRS addressed the following share-based payment arrangements in which two or more entities in the same group are involved:
- (a) a parent grants rights to its equity instruments direct to its subsidiary's employees; and
  - (b) an entity grants rights to equity instruments of its parent to its employees.

## **A parent grants rights to its equity instruments to the employees of its subsidiary (paragraph 8)**

- BC8 It was noted that paragraph 3 of SB-FRS 102 *Share-based Payment* requires an entity to recognise as share-based payment arrangements transfers of equity instruments of the entity's parent to parties that have supplied goods or services to the entity. However, it was observed that, for the purposes of the preparation of the financial statements of the subsidiary, the transaction described in paragraph BC7(a) does not meet the definition of either an equity-settled share-based payment transaction or a cash-settled share-based payment transaction. In this situation, the equity instruments granted are not the equity instruments of the subsidiary and the subsidiary has no obligation to transfer cash or other assets to the employees.
- BC9 Because the subsidiary does not have an obligation to deliver cash or other assets to the employees, it was proposed in ED INT SB-FRS that it was not appropriate to account for the transaction as cash-settled in the financial statements of the subsidiary. Instead, it was suggested that the equity-settled basis was more consistent with the principles in SB-FRS 102.
- BC10 It was noted that only a small number disagreed that the transaction should be accounted for as equity-settled in the financial statements of the subsidiary.
- BC11 It was noted that the parent has an involvement in the arrangement by committing itself to provide the employees of the subsidiary with its equity instruments. To meet the requirement in SB-FRS 102 paragraph 3, it was believed that it was appropriate in this particular situation for the subsidiary in its own financial statements to apply the same measurement basis as the parent uses in its consolidated financial statements. Accordingly, it was concluded that, provided that the transaction is accounted for as equity-settled in the consolidated financial statements of the parent, the services received from the employees should be measured using the equity-settled basis in the financial statements of the subsidiary. Correspondingly, to reflect the parent's granting of rights to its equity instruments to the employees of the subsidiary, it was decided that the subsidiary should recognise in its equity a contribution from the parent equal to the amount at which the services from the employees are measured.
- BC12 It was discussed whether the Interpretation should address how to account for an intragroup payment arrangement requiring the subsidiary to pay the parent for the provision of the equity instruments to the employees. It was decided not to address that issue because it did not wish to widen the scope of the Interpretation to an issue that relates to the accounting for intragroup payment arrangements generally.

## **A subsidiary grants rights to equity instruments of its parent to its employees (paragraph 11)**

- BC13 Although the subsidiary in the transaction described in paragraph BC7(b) has an obligation to its employees, the obligation is not determined on the basis of the price of its own equity instruments. Thus, the transaction does not meet the definition of a cash-settled share-based payment transaction in the financial statements of the subsidiary. In addition, because the equity instruments provided to the employees are not equity instruments of the subsidiary, the transaction does not meet the definition of an equity-settled share-based payment transaction either in the financial statements of the subsidiary.



- BC14 ED INT SB-FRS proposed that the subsidiary should account for the transaction with its employees as cash-settled in its own financial statements. The rationale was that the cash-settled basis was more consistent with the principles in SB-FRS 102 because the subsidiary has an obligation to provide its employees with the equity instruments of the parent, which are treated as assets of the subsidiary when the subsidiary acquires them.
- BC15 Many respondents to ED INT SB-FRS disagreed with the proposed treatment. They disagreed that the accounting treatments for the two types of arrangement described in paragraph BC7 should depend on which entity grants to the employees rights to equity instruments of the parent. In their view, regardless of whether the parent or the subsidiary grants those rights to the employees, in most cases the parent is the one that supplies the equity instruments to settle the obligation. They believed that it was not appropriate to require the subsidiary to apply different accounting treatments to transactions with the same substance. They had concerns that different accounting treatments would give entities opportunities to structure their intragroup transactions in order to achieve desired accounting results.
- BC16 It was noted that arrangements described in paragraph BC7(a) and (b) might be the same in the consolidated financial statements of the parent, and also from the perspective of the employees who receive the equity instruments. However, from the perspective of the subsidiary, it was observed that the two arrangements are different. It was noted that under arrangement (a) the parent, rather than the subsidiary, has the obligation to provide its employees with the equity instruments, whereas under arrangement (b) it is the subsidiary that has that obligation.
- BC17 In addition, it was clarified that how the subsidiary acquires the equity instruments needed to meet its obligation to its employees is a separate transaction from its transaction with its employees.
- BC18 For the above reasons, it was reaffirmed that the transaction with the employees described in paragraph BC7(b) should be accounted for as cash-settled in the financial statements of the subsidiary.

### **Transfers of employees between group entities (paragraphs 9 and 10)**

- BC19 It was noted that some share-based payment arrangements involve a parent granting rights to the employees of more than one subsidiary with a vesting condition that requires the employees to work for the group for a particular period. Sometimes, an employee of one subsidiary transfers employment to another subsidiary during the vesting period, without the employee's rights under the original share-based payment arrangements being affected. It was reasoned in ED INT SB-FRS that the change of employment from one group entity to another does not represent a new grant of equity instruments, because the equity instruments were granted by the parent (not the individual subsidiary). Therefore, it was proposed in ED INT SB-FRS that the subsidiary to which the employee transfers employment should measure the fair value of the services received from the employee by reference to the fair value of the equity instruments at the date those equity instruments were originally granted to the employee by the parent.
- BC20 The respondents to ED INT SB-FRS generally supported this proposed treatment. Some respondents also asked to clarify the following two points:
- (a) whether the transfer of employees between group entities would be considered as a failure to satisfy a vesting condition in the financial statements of the subsidiary from which the employees transferred employment (ie whether that

subsidiary should reverse the charge previously recognised in respect of the services received from such employees); and

- (b) after the transfer of employment, if an employee leaves the group during the vesting period, whether each subsidiary should reverse the charge previously recognised in respect of the services from that employee during the vesting period.

BC21 The terms of the original share-based payment arrangement require the employees to work for the group, rather than for a particular group entity. Thus, it was reaffirmed that the change of employment should not result in a new grant of equity instruments in the financial statements of the subsidiary to which the employees transferred employment. For the same reason, it was concluded that the transfer itself should not be treated as an employee's failure to satisfy a vesting condition. Thus, the transfer should not trigger any reversal of the charge previously recognised in respect of the services received from the employee in the financial statements of the subsidiary from which the employee transfers employment.

BC22 It was noted that SB-FRS 102 paragraph 19 requires the cumulative amount recognised for goods or services as consideration for the equity instruments granted to be based on the number of equity instruments that eventually vest. Accordingly, on a cumulative basis, no amount is recognised for goods or services if the equity instruments do not vest because of failure to satisfy a vesting condition other than a market condition as defined in SB-FRS 102 Appendix A. Applying the principles in SB-FRS 102 paragraph 19, it was concluded that when the employee fails to satisfy a vesting condition other than a market condition, the services from that employee recognised in the financial statements of each subsidiary during the vesting period should be reversed.