

## Weekly HKFRS/IFRS Q&As

January 2014

As you know, there are many new and revised Standards that became effective for 2013 financial year. To help you deal with the application issues, during this busy reporting season (in the coming 2 months), we would issue a HKFRS /IFRS Q & A **each Friday**. The issues addressed by the Q&As will reflect those which are commonly encountered in practice. We hope that you will find them useful. A Chinese version is also provided (please see below). As always, if you have any questions on application of HKFRS/IFRS, please contact us.



### Q&A#1 - Classification of Joint Arrangements under HKFRS 11/IFRS 11

January 2014

**Facts:**

- Party A and Party B form a joint arrangement, which is a body unincorporate. The name of the joint arrangement is Party A-Party B Joint Arrangement (the JA).
- The JA is engaged in construction activities that provides construction services to a party independent of Party A and Party B.
- The construction contract with the only one customer is entered into by all joint arrangement parties.
- Party A and Party B are jointly and severally liable for all bank borrowings and liabilities of the JA, as stated in the JA contractual agreements.

- There is a contractual term in the JA agreement entered into between Party A and Party B in respect of the JA that specifically states that Party A and Party B have rights to all assets of the JA and have obligations for all liabilities of the JA on a 50 and 50 basis.

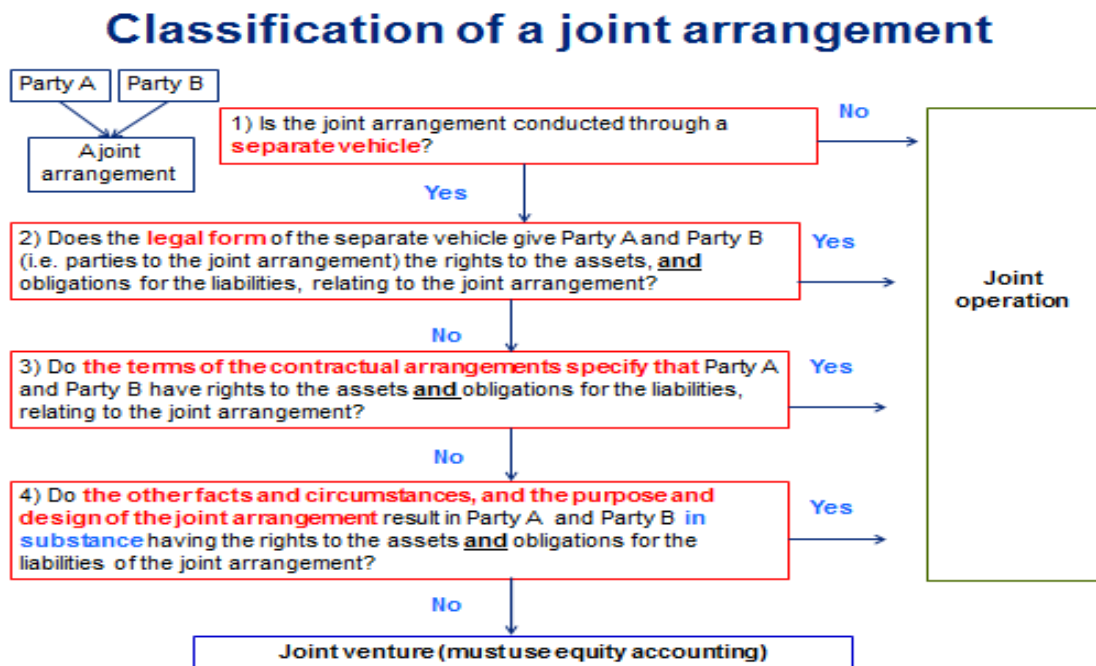
**Question:**

How should Party A or Party B classify the JA in accordance with HKFRS 11/IFRS 11?

**Response:**

HKFRS 11 is identical to IFRS 11 - the references to accounting standards below refer to HKFRSs only.

The classification of a joint arrangement under HKFRS 11 requires a 4-step approach.



Step 1 requires reporting entities to determine whether the JA is a separate vehicle. If the joint arrangement is *not* a separate vehicle, the JA should be classified as a JO and there is no need to take further steps. HKFRS 11 defines a separate vehicle as a separately identifiable financial structure, including separate legal entities or entities recognised by statute, regardless of whether those entities have a legal personality. With the facts above, it appears that the JA does not have a legal personality – however, the above definition of a separate vehicle mentions that whether or not an entity has a legal personality is irrelevant in determining whether an entity is a separate vehicle.

Therefore, the body unincorporate may still be a separate vehicle as it may be

considered as separately identifiable financial structure (even though it may not have a legal personality).

Assume that the body unincorporate is a separate vehicle on the basis that it has a separately identifiable financial structure, Step 2 requires entities to determine whether the legal form of a body unincorporate gives Party A and Party B rights to all assets of the JA and obligations for all liabilities of the JA. To answer this question, a legal opinion is probably needed. If the legal form of the JA gives Party A and Party B the rights to all assets of the JA and obligations for all liabilities of the JA, the JA should be classified as JO and there is no need to take further steps.

Step 3 of the decision tree requires reporting entities to look at the relevant contractual terms (e.g. the JA agreement that specifies the rights and obligations of each party).

From the facts pattern above, it is clear that the JA agreement gives Party A and Party B rights to all assets and obligations for all liabilities on a 50 and 50 basis.

HKFRS 11.B27 states that parties to a joint arrangement have rights to assets of the joint arrangement when the contractual arrangement establishes that the parties to the joint arrangement ***share all interests in the assets relating to the joint arrangement in a specified proportion*** (e.g. in proportion to the parties' ownership interest in the arrangement or in proportion to the activity carried out through the arrangement that is directly attributed to them). Similarly, HKFRS 11.B27 states that parties to a joint arrangement have obligations for liabilities when the contractual arrangement establishes that the parties to the joint arrangement ***share all liabilities, obligations, costs and expenses in a specified proportion*** (e.g. in proportion to the parties' ownership interest in the arrangement or in proportion to the activity carried out through the arrangement that is directly attributed to them). HKFRS 11.B28 also states that, when the contractual arrangement specifies that the parties have rights to the assets, and obligations for the liabilities, relating to the arrangement, they are parties to ***a joint operation*** and ***do not need to consider Step 4 for classifying the joint arrangement***.

With the above, Party A and Party B should classify the JA as a joint operation in its respective financial statements. According to HKFRS 11, a joint operator should recognise in relation to its interest in a ***joint operation***: [HKFRS 11.20]

- a) its assets, including its share of any assets held jointly;
- b) its liabilities, including its share of any liabilities incurred jointly;
- c) its revenue from the sale of its share of the output arising from the joint operation;
- d) its share of the revenue from the sale of the output by the joint operation; and
- e) its expenses, including its share of any expenses incurred jointly.

The above-mentioned accounting treatment of a joint operation is very different to the accounting applicable to a joint venture (that must be accounted for using the equity method in accordance with HKAS 28 *Investments in Associates and Joint Ventures*).

**Contact us:**

If you have any questions on the subject matters discussed above, please feel free to contact us.

**Authors:**



**William Lim – Technical Partner**

[wilim@deloitte.com.hk](mailto:wilim@deloitte.com.hk)



**Candy Fong – Technical Partner**

[cfong@deloitte.com.hk](mailto:cfong@deloitte.com.hk)

---

35/F One Pacific Place  
88 Queensway  
Hong Kong

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see [www.deloitte.com/cn/en/about](http://www.deloitte.com/cn/en/about) for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

© 2014 Deloitte Touche Tohmatsu in Hong Kong, Deloitte Touche Tohmatsu in Macau, and Deloitte Touche Tohmatsu Certified Public Accountants LLP in the Chinese Mainland. All rights reserved.

#### Homepage



#### Privacy

**Thank you for your interest in Deloitte China services. Deloitte China would like to continue to use your personal information (in particular name and contact details) for the purpose of sending you marketing and regulatory updates, invitations to seminars and other events organized, sponsored or promoted by Deloitte China. If you do not wish to receive further communications from Deloitte China, please send a return email to the sender with the word “Unsubscribe” in the subject line.**

If you would like to update your personal information, please click [here](#).

**Deloitte China refers to Deloitte Touche Tohmatsu in Hong Kong, Deloitte Touche Tohmatsu in Macau, Deloitte Touche Tohmatsu Certified Public Accountants LLP in the Chinese Mainland and their respective affiliates practising in Hong Kong, Macau and the Chinese Mainland.**

## HKFRS/IFRS 每周问答

2014 年 1 月

如您所知，许多新的及经修订的准则均于 2013 财务年度生效。为协助您处理相关的应用问题，在未来繁忙的 2 个月内，我们将于每周五发布香港财务报告准则/国际财务报告准则 (HKFRS/IFRS) 问答 (Q&A)。该等问答涵盖经常遇到的问题。我们希望其能够对您有所帮助。



如同往常一样，如您对 HKFRS/IFRS 的应用有任何疑问，请与我们联系。

### Q&A#1 – 根据《香港财务报告准则第 11 号》/《国际财务报告准则第 11 号》(HKFRS 11/ IFRS 11)对合营安排分类

2014 年 1 月

#### 有关事实：

甲方和乙方构建一项合营安排，该安排为非法团团体 (body unincorporate)。合营安排的名称为甲方-乙方合营安排（下称“JA”）。

- JA 从事建造活动，其为独立于甲方和乙方的另一方提供建造服务。
- 涉及该唯一客户的建造合同由合营安排的所有参与方共同订立。
- JA 的合同协议规定，甲方和乙方对 JA 的所有银行贷款和负债承担共同及连带责任。
- 甲方与乙方就 JA 订立的合营安排协议中的一项合同条款特别规定，甲方和乙方按 50:50 的比例享有 JA 所有资产的权利并承担 JA 所有负债的义务。

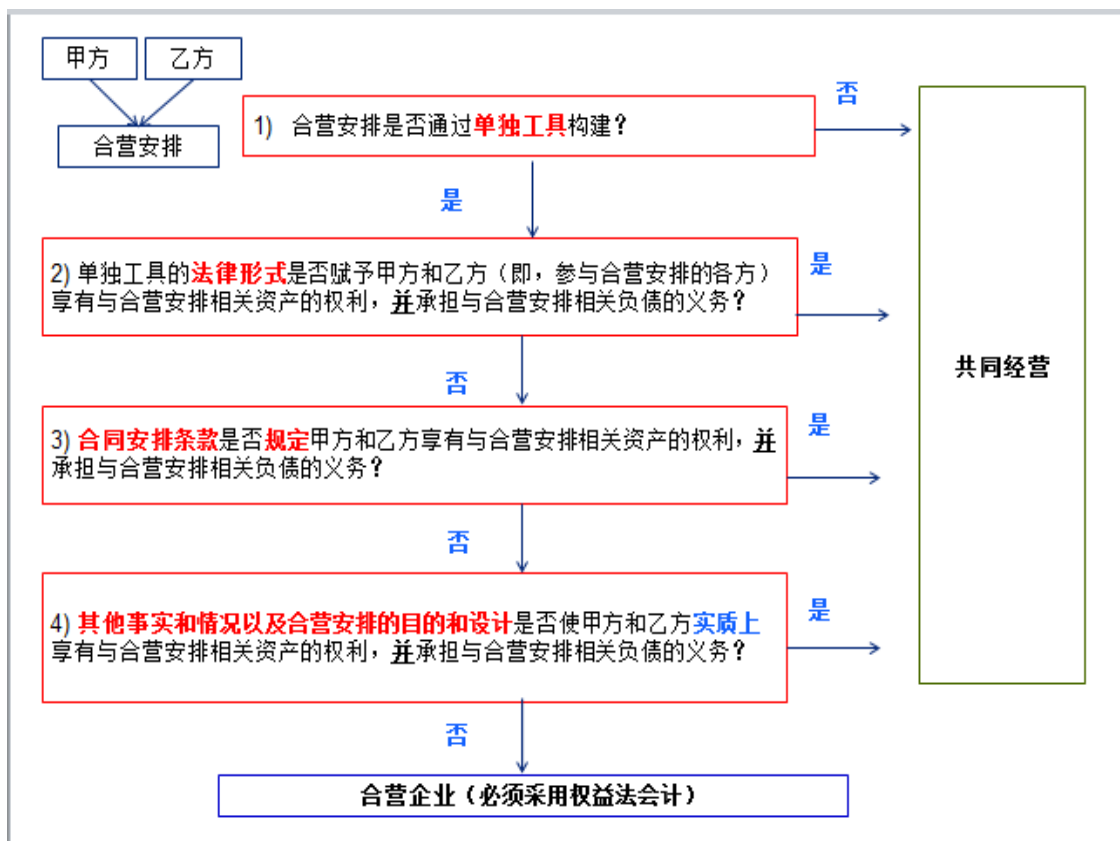
问题：

根据 HKFRS 11/IFRS 11，甲方或乙方应如何对 JA 进行分类？

回答：

HKFRS 11 与 IFRS 11 完全相同 - 下文的会计准则段落索引仅提及 HKFRS。

HKFRS 11 要求采用 4 步法来确定合营安排的分类。



第 1 步要求报告主体确定 JA 是否为一个单独工具。如果合营安排并非一个单独工具，则 JA 应分类为共同经营且无需采取进一步步骤。HKFRS 11 中“单独工具”的定义为：单独可辨认的财务结构，包括单独的法律主体或由法规认可的主体，无论

这些主体是否具有法人资格。基于上述事实，JA 似乎并不具有法人资格 - 但是，上述关于单独工具的定义指出，在确定主体是否为一个单独工具时，主体是否具有法人资格并不相关。因此，JA 仍可能被认为具有单独可辨认的财务结构从而为一个单独工具（即使其可能不具有法人资格）。

假设 JA 具有单独可辨认的财务结构而为一个单独工具，第 2 步要求主体确定 JA 的法律形式是否赋予甲方和乙方享有 JA 所有资产的权利并承担 JA 所有负债的义务。为回答这一问题，很可能需要寻求法律意见。如果 JA 的法律形式赋予甲方和乙方享有 JA 所有资产的权利并承担 JA 所有负债的义务，则 JA 应被分类为共同经营且无需采取进一步步骤。

决策树的第 3 步要求报告主体审视相关的合同条款（即，说明各方权利和义务的合营安排协议）。基于上述事实，显然合营安排协议赋予甲方和乙方按 50:50 的比例享有所有资产的权利及承担所有负债的义务。

HKFRS 11.B27 规定，如果合同安排约定，合营安排各参与方 **以约定比例**（例如，按各参与方在该项安排中所有者权益的比例，或者该项安排直接分配给各参与方承担的活动的比例）**分享与安排相关资产的全部权益**，则合营安排各参与方享有与合营安排相关资产的权利。类似地，HKFRS 11.B27 规定，如果合同安排约定，合营安排各参与方 **按约定比例**（例如，按各参与方在该项安排所有者权益中的比例，或者该项安排直接分配给各参与方承担的活动的比例）**分担所有的负债、义务、成本和费用**，则合营安排各参与方承担负债的义务。HKFRS 11.B28 同时指出，当合同安排约定各参与方享有与该安排相关资产的权利，并承担与该安排相关负债的义务时，他们是 **共同经营参与方**，且 **无需为了划分合营安排而考虑第 4 步**。

综上所述，甲方和乙方应在其各自的财务报表内将 JA 分类为共同经营。根据 HKFRS 11，共同经营者应确认与其在 **共同经营** 中权益相关的：[HKFRS 11.20]

- a) 资产，包括共同持有资产的份额；
- b) 负债，包括共同承担负债的份额；
- c) 销售其在共同经营的产出中的份额获得的收入；
- d) 在共同经营销售产出的收入中的份额；以及
- e) 费用，包括共同发生的费用的份额。

上述针对共同经营的会计处理与适用于合营企业的会计处理存在显著差异（合营企业必须根据《香港会计准则第 28 号——在联营和合营企业中的投资》（HKAS 28）采用权益法核算）。

### 联系我们：

若您对上述有关问题有任何疑问，请尽管联系我们：

### 作者：



林俊学 - 专业技术合伙人

[wilim@deloitte.com.hk](mailto:wilim@deloitte.com.hk)



房惠玲 - 专业技术合伙人

[cfong@deloitte.com.hk](mailto:cfong@deloitte.com.hk)

---

香港  
金钟道 88 号  
太古广场一座 35 楼

Deloitte (“德勤”) 泛指德勤有限公司（一家根据英国法律组成的私人的担保有限公司，以下称“德勤有限公司”），以及其一家或多家成员所。每一个成员所均为具有独立法律地位的法律实体。请参阅 [www.deloitte.com/cn/about](http://www.deloitte.com/cn/about) 中有关德勤有限公司及其成员所法律结构的详细描述。

© 2014 德勤 · 关黄陈方会计师事务所（香港）、德勤 · 关黄陈方会计师事务所（澳门）、德勤华永会计师事务所（特殊普通合伙）（中国大陆）版权所有 保留一切权利

### 主页



### 隐私

感谢您对德勤中国服务的关注。德勤中国希望可以继续使用您的个人资料（特别是姓名及联系信息），以向您发送市场和政策最新动态，以及由德勤中国举办、赞助或宣传之研讨会及其他活动的邀请函。如您日后不希望收到由德勤中国发出的信息，请回复电邮并在邮件主题栏中填上“Unsubscribe”。

如欲更新您的个人资料，请点击[此处](#)。

德勤中国泛指德勤 · 关黄陈方会计师事务所（香港）、德勤 · 关黄陈方会计师事务所（澳门）、德勤华永会计师事务所（特殊普通合伙）（中国大陆）以及其于香港、澳门及中国大陆从事业务之关联机构。