

Guidance notes for completing the Admission Agreement

The Admission Agreement (**AA**) should not be completed without the relevant parties having read and considered the following:

- Applying to join the Northern Ireland Civil Service Pension Schemes under New Fair Deal
- CSP(NI) - Employer Introduction Guide

If having considered both of the above documents, you consider that the new employer is to participate in the Northern Ireland Civil Service Pension Schemes (NICSPS) and become an admitted body (**AB**) both the department responsible for the transfer, the contracting authority (**CA**) and the AB will need to enter into an AA. Participation in the Pension Schemes brings with it participation in their associated schemes see this full list at Schedule 2 of the AA, (the **Schemes**). The parties should check they have the most current version of the AA.

Detailed guidance on completing the AA is set out below. This note also contains the signature process and the obligations the AA places on the contracting authority.

NOTE: The AA is a standard document and only the highlighted text is to be amended. Any further amendments require the approval of Northern Ireland Civil Service Pensions (CSP(NI)).

Cover page

Ensure the data inserted on this cover page is consistent with the commercial documents note also:

1. A separate AA is required for each transfer. Where multiple transfers occur within the same contract CSP(NI) must be contacted early on.
2. The number of staff transferring MUST match Schedule 1. Where it is likely this number will change mark the number as *INTENDED*
3. If the contract start date is different from the 'Effective Date' this should be stated. CSP(NI) need to know the anticipated length of time for which the AB will participate under the terms of the AA. Hence this additional enquiry regarding the scope for extension.

Parties: the AB is the party who will, from the effective date, be employing staff who remain or become eligible to participate in the Schemes. You should discuss with your lawyers whether any parent company or prime contractor guarantee is required, this will be required if there is any suggestion that the AB will be unable to meet its obligations under the AA or if the CA has, or is likely to have insufficient protection under its right to set off in the main agreement.

There may be situations where it is necessary to join another or other parties to the AA e.g.:

- There is no contractual arrangement between the AB & the CA, either because the CA contracts with a Prime Contractor and the AB is a sub-contractor, or
- where the CA has called services from a Contract between another Department and the AB.

In these and similar situations, please notify CSP(NI) early on to resolve.

Definitions:

"Additional Eligible Services": These are typically services covered by another AA. The employee will need to transfer to the AA relevant for the services they are performing. Where these are AES the eligible employee will have his or her name removed from the Schedule 1 list of employees participating under the first AA to join the Schedule 1 list for the AA for the AES

"Contract": the definition of 'Contract' is key because of the following:

- The Services are those set out in the Contract (definitions).

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- The Contract is that which provides for the transfer of staff (AA cl 2.2).
- The eligibility is dependant on the employees providing the Services under the Contract (AA cl 3.1.3)
- The AB is to remain admitted to the Pension Schemes for the term of the Contract, (if this option is chosen) (AA cl 5.1 and cl 13 the Termination provisions)
- The set off provisions at Clause 10 of the AA refer to the Contract.

Where there is not a single contract covering the transfer of staff and provision of services e.g. where there are multiple contracts or change notices or use of sub contracting care must be taken to identify the correct contract(s). If there are multiple relevant contracts amendment may be required and/ or other definitions included. Note additionally, where staff are allowed to return to the Schemes in a situation which is not a compulsory transfer, further amendment is required. Legal advice must be taken in either case.

“Effective Date”: This is the date the staff are to transfer to the new employer. Each new transfer date requires a new AA. If this does not accord with the commercial reality of your transfer please seek advice from both Civil Service Pensions and your lawyers.

“Services”: this definition links to eligibility in clause 3.1 therefore it is crucial that the Services are clearly defined. Services can include or comprise functions as appropriate. Services are expected to be the services and/or function which the transferring employees carry out or Services and/or functions which the transferring employees could reasonably carry out but are not undertaking at the point of transfer.

Clause 2.3: this wording needs to be amended depending on whether staff are retaining eligibility or re-joining the Pension Schemes for the first time. Where staff are being transferred out of the public sector for the first time, the following wording should be selected *‘employ persons who immediately before the Effective Date were members, or were entitled to be members of the Schemes’*. Whereas for staff who currently participate in a broadly comparable private sector pension scheme the following wording should be chosen: *‘employ persons who on the Effective became eligible to be members of the Schemes’*. This is because staff who are currently participating or eligible to participate in the Pension Schemes retain membership, whereas those returning for the first time have the right to re-join. Subsequent retendering will operate as an initial transfer, because staff are already participating in the scheme.

Clause 4.1: as above, amendment is required depending on whether staff are retaining eligibility (to include both Civil Servants being outsourced from a Government department or Schedule 1 body, and former Civil Servants, who remain eligible employees being transferred from a contractor already participating in the Schemes to a new contractor about to participate in the Schemes) or re-joining for the first time, i.e. from a ‘broadly comparable’ pension scheme.

Clause 5.1: needs amending depending on whether the transfer of staff is associated with the transfer of a ‘service’ or a ‘function’.

Clause 9.3: to be amended depending on when the list of transferring staff is to be finalised. A corresponding amendment is required to Schedule 1.

Note, it is the CA who must provide the AB with a list of transferring staff that are eligible for participation in the Northern Ireland Pension Schemes. In an initial transfer out from the public sector, it is expected that all the transferring employees will be eligible to either remain in the Northern Ireland Pension Schemes or be admitted on transfer. Whereas in a re-tender situation the list of employees to whom NFD is to apply is expected to be smaller than the list of transferring employees because of the eligibility requirements.

Clause 13.1.4: needs amending depending on whether the transfer of staff is associated with the transfer of a ‘service’ or a ‘function’.

Schedule 1: The list of eligible employees expected to transfer on the effective date must be attached prior to signature.

Note, the AA contains the following indemnities:

Clause 4.4: the AB to indemnify the Department of Finance and the CA should it allow someone to be admitted who is not eligible.

Clause 5.2.11: the AB to indemnify the Department of Finance and the CA should it fail to notify and consult with employees or their representatives regarding loss of eligibility or obtain a signed waiver form.

Clause 5.3: the AB to indemnify the Department of Finance and the CA for any losses, damages or claims incurred by either as a result of the AB's breach of the terms of the AA.

Clause 9: the CA to indemnify the Department of Finance for any cost to the Schemes arising as a result of the AB's breach of the terms of the AA. Owing to this indemnity the CA will require the right to set off such sums from the AB.

Signature process:

The AA must be sent to Civil Service Pensions Branch (CSP(NI)) well in advance of the transfer and it is acknowledged that the list of transferring employees at Schedule 1 may not have been finalised. The list should be completed to the best of the CA's ability and if the list changes between the date it is supplied to CSP(NI) and the date of transfer, the Effective Date, an updated list must be provided by the CA. It is the AB's responsibility to double check post transfer that the list is correct.

The AA must be signed in hard copy in triplicate by both the CA & AB before all three signed copies are sent to CSP(NI). The AA must be signed by someone with authority to give the undertakings and indemnities contained within it.

The AA imposes obligations not only on the AB, but also on the CA. In signing the AA the CA is confirming that it has read and understood all of the terms of the AA and that it will comply with the obligations imposed.

Such obligations include, but are not limited to the following:

- Clauses 9.1 and 9.2 of the AA require the CA to indemnify the pension scheme for any failure by the AB to pay employer and employee contributions and all such other sums that the AB is required to pay to the Schemes. There is also a right on the AA for the CA to set off any such payments against any sums it is due to pay to the AB under the Contract, although it is strongly recommended that this is also included in the main commercial contract.
- Clause 9.4 of the AA requires the department to obtain, and keep up to date, lists of eligible and admitted employees during the life of the Contract for so long as there are Eligible Employees.
- Clause 9.5 follows on from 9.4 and requires the CA to use its best endeavours to ensure that Eligible Employees will have NFD protection on subsequent transfers. This needs to be addressed in the commercial contracts.
- To comply with 9.4 the CA must keep records of all other information provided by the AB throughout the term of the AA namely:
 - o Those Eligible Employees who cease to be eligible (clause 4.3);
 - o Those Eligible Employees choose to opt out (clause 4.3);
 - o Any information provided regarding the AB's participation in the Schemes or ability to meet its obligations under the AA (clause 4.5);
 - o General information required under clause 5.2:
 - any information the Schemes may request (clause 5.2.6);
 - information relating to any change in terms and conditions of employment, working patterns or attendance, which might affect an admitted employee's eligibility to participate in the NICSPS (clause 5.2.8);

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- the annual lists of Eligible Employees and Admitted Persons provided by the AB (5.2.12);
- any data given on termination of the AA (clause 13.5)
- Schedule 4 obligations

- (1) THE DEPARTMENT OF FINANCE
- (2) [CONTRACTOR]
- (3) [SPONSORING GOVERNMENT DEPARTMENT]

ADMISSION AGREEMENT
relating to participation in certain parts of the Northern
Ireland Civil Service Pension Schemes

Effective date of transfer _____

Number of staff transferring _____

Contract Start Date _____

Contract End Date _____

Scope for extension _____

[Before completion this document is unclassified. Once the employee data at Schedule 1 is included the status becomes: OFFICIAL (sensitive personal data)]

THIS ADMISSION AGREEMENT is made on

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BETWEEN:

- (1) **THE DEPARTMENT OF FINANCE** of Clare House, 303 Airport Road, Belfast, BT3 9ED (the "Department");
- (2) **[CONTRACTOR]** Contractor company number: _____ of [address] (the " **Admitted Body**") ¹; and
- (3) **[SPONSORING GOVERNMENT DEPARTMENT]** of [address] (the "**Contracting Authority**")

together defined as the "**Parties**".

Recitals

(A) The Department of Finance has legislative responsibility for the delivery of Northern Ireland Civil Service pension arrangements including the Schemes; day to day responsibility for the management of which has been delegated to Civil Service Pensions within the Department of Finance and to Northern Ireland Civil Service Pension Board (NICSPB).

(B) DoF Civil Service Pensions is responsible for Civil Service Pensions in Northern Ireland providing administration services to admitted employers to the Schemes.

(C) The NICSPB is responsible for assisting the Scheme Manager (the Department of Finance) in the effective administration of the Northern Ireland Civil Service pension arrangements and assisting the Department in securing compliance with the pension scheme regulations and other legislation relating to the governance and administration of the scheme and requirements imposed by the Pensions Regulator.

(D) The HMT Guidance entitled "A Fair Deal for staff pensions" policies (dated 1999 & 2004) provided that staff compulsorily transferring out of public sector pension schemes should be offered membership in a scheme that provided broadly comparable pension benefits to those provided in the Schemes and should allow members to transfer their existing pension into the broadly comparable pension scheme on favourable terms, should the member wish to do so.

(E) The revised HMT guidance as set out in the HM Treasury paper "Fair Deal for Staff Pensions: Staff Transfers from Central Government (October 2013)" provides that staff who are compulsorily transferred from the public sector should be allowed to retain access to their current employer's pension arrangements.

(F) The Public Service Pensions Act (Northern Ireland) 2014 enables extended access to Civil Service Pensions, including extended access to the Northern Ireland Civil Service Pension Schemes, with the effect that Eligible Employees (as defined below) who are subject to a compulsory transfer can remain in the Schemes, when they transfer, in accordance with the provisions of the Acts. [Eligible Employees are also permitted to return to the Schemes [during the life of a contract/ on retender where there is no change in employer] such as in the current situation].²

(G) A condition of allowing access to the Schemes for the Eligible Employees is that the Admitted Body agrees to enter into terms and conditions on the basis of those set out in this Agreement.

The Department in consideration of the Admitted Body and the Contracting Authority agreeing to the obligations set out in this Agreement agrees to admit the Admitted Body to the Schemes.

Accordingly, the Parties **AGREE** as follows:

1. INTERPRETATION

1.1 In this Agreement the following definitions will apply:

¹ For Contracting Authority to consider whether a parent company or prime contractor guarantee is required. Legal advice MUST be taken.

² Amend as appropriate.

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| “1972 Order” | means the Superannuation Order (Northern Ireland) 1972; |
| “2014 Act” | means the Public Service Pensions Act (Northern Ireland) 2014; |
| “Acts” | means The Superannuation Order (Northern Ireland) 1972, The Public Service Pensions Act (Northern Ireland) 2014 and such regulations and statutory rules as may be created under such Acts or by the Department from time to time; |
| “Additional Eligible Service” | means a service provided by the Admitted Body on behalf of a Government Department, Government Agency or any other public body sanctioned by the Scheme Manager and where such service has been certified as constituting Additional Eligible Service by the Scheme Manager ³ ; |
| “Admitted Person” | means any person who has been admitted to and remains in active membership of any of the Schemes; |
| “alpha” | means the new pension scheme introduced on 1 April 2015 under The Public Service (Civil Servants and Others) Pensions Regulations (Northern Ireland) 2014 established under the 2014 Act; |
| “ASLC” | means the accruing superannuation liability charge as defined in Schedule 3; |
| “Contract” | means a contract [to be] entered into between the Contracting Authority and the Admitted Body dated [insert date] pursuant to which Eligible Employees will be compulsorily transferred to the Admitted Body in accordance with the provision of TUPE on the effective date; |
| “CSP(NI)” | means Civil Service Pensions (NI), the branch within the Department of Finance that administers the Northern Ireland Pension Schemes (NICSPS); |
| “Effective Date” | means the date,[namely (date)] from which the employment of the Eligible Employee(s) listed in Schedule 1 are transferred to the Admitted Body in accordance with the provisions of the Contract; |
| “Eligible Employee” | means those employees referred to in Clause 3.1; |
| “EPN” | means Employer Pension Notices as published by Civil Service Pensions Branch within the Department of Finance which are available online at: https://www.finance-ni.gov.uk/topics/working-northern-ireland-civil-service/civil-service-pensions-ni ; |
| “Internal Dispute Resolution Procedures” or “IDRP” | the statutory complaint procedure of the same name which gives the Admitted Body and/or Admitted Persons and/or Eligible Employees the right to formalise complaints about the administration of any of the Schemes, their membership and/or their retirement benefits; |
| “PCSPS(NI)” | means the Principal Civil Service Pension Scheme (Northern Ireland) established under the 1972 Order; |
| “Pension Schemes” | means the Northern Ireland Civil Service Pension Schemes (PCSPS(NI) and/or alpha and/or the Partnership Pension Account) whichever is relevant in the context; |
| “Rules” | means the rules for any of the Schemes listed in Schedule 2; |

³ See associated guidance
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| “Schemes” | means those schemes listed in Schedule 2 and where necessary will mean the particular scheme or section of a scheme to which the Admitted Person is a member or an Eligible Employee is eligible to join; |
| “Scheme Actuary” | means the actuary appointed by the Department of Finance from time to time to provide a consulting service on a range of actuarial matters relevant to Northern Ireland Civil Service pension arrangements; |
| “Scheme Administrator” | means Civil Service Pensions (CSP(NI)) within the Department of Finance, who have administrative responsibility for the schemes; |
| “Scheme Manager” | means the Civil Service Pensions Branch of the Department of Finance; |
| “Scheme Medical Adviser” | means Occupational Health Service or such other replacement scheme medical adviser as may be appointed in accordance with the Rules; |
| “Scheme Year” | means the 12 months set by the Pension Schemes currently 1 April to 31 March; |
| “Services” | means the services and/or functions set out in the Contract to be transferred to [and performed by] the Admitted Body; and |
| “TUPE” | Means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended and/or replaced from time to time) (see Schedule 1 for application of the Regulations to Northern Ireland). |

- 1.2 Where any of the definitions above differ from those in the Rules the definition in the Rules will prevail.
- 1.3 Where the context so admits, words relating to men also relate to women and vice versa, and words importing the singular include the plural and vice versa.
- 1.4 References to any statutory provision, statutory instrument, order, regulation or statutory rule include any pre-enactment, amendments, modification, re-enactment or extension of that provision for the time being in force and any statutory instruments, orders, regulations or statutory rule from time to time made under that provision.
- 1.5 The expression "person" includes any firm, organisation or body of persons (whether or not incorporated).
- 1.6 The headings and the references in square brackets to the headings do not affect their interpretation.
- 1.7 This Agreement benefits and binds the Department and the Contracting Authority and any of their successors.

2. PARTICIPATION

- 2.1 The Department has responsibility for the Schemes under the Acts.
- 2.2 The Contract provides for, amongst other things, the transfer of employees to the Admitted Body and the provision of the Services to the Contracting Authority by the Admitted Body.
- 2.3 The Admitted Body will, from each Effective Date, employ persons who [immediately before]/ [on] the Effective Date [were members, or were entitled to be members]/ [became eligible to be members] of the Schemes by virtue of:
 - 2.3.1 being employees of the Northern Ireland Civil Service, or
 - 2.3.2 being in service in an office or of an employer listed in Schedule 1 of the 1972 Order, or

- 2.3.3 being in service in an office or of an employer specified in the list produced for the purposes of Article 3(3a) of the 1972 Order; or
- 2.3.4 being persons to whom alpha relates by virtue of a determination made by the Department under section 25(5) of the Public Service Pensions Act (Northern Ireland) 2014.

3. ELIGIBILITY FOR MEMBERSHIP

3.1 Any employee of the Admitted Body who:

- 3.1.1 is a person to whom Clause 2.3 applies, and
- 3.1.2 is employed in connection with the provision of the Services or any Additional Eligible Service, and
- 3.1.3 has spent and continues to spend in excess of 50% of his contracted time, (to be calculated annually over the Scheme Year), to include time spent carrying out functions associated with the Services (such as relevant training) in connection with:
 - i. the provision of the Services under the Contract; or
 - ii. the provision of the Services under the Contract and any other Additional Eligible Service; or
 - iii. any Additional Eligible Service

is eligible to be a member of the Schemes (the “**Eligible Employees**”).

3.2 An Eligible Employee shall cease to be eligible for membership (and in the case of an active member shall cease to accrue benefits) in any of the Schemes upon:

- 3.2.1 ceasing to fulfil any of the criteria listed under Clause 3.1 above; or
- 3.2.2 voluntarily giving up the right to be eligible for membership of the Schemes in return for some other advantage (but without prejudice to any duty the Admitted Body may have to enrol or re-enrol the Eligible Employee in any automatic enrolment scheme for the purposes of the Pensions (No.2) Act (Northern Ireland) 2008 in a pension scheme other than the Pension Schemes); or
- 3.2.3 voluntarily electing to become an active member of any other workplace pension scheme provided by the Admitted Body in respect of the same employment;

for the avoidance of doubt an Eligible Employee who has opted out of the Pension Schemes, without fulfilling any of the criteria listed in 3.2 above, is still eligible for participation in the Schemes in accordance with their terms.

4. ADMISSION OF MEMBERS/CESSATION OF MEMBERSHIP TO THE PENSION SCHEMES

4.1 An employee who remains an Eligible Employee shall become an Admitted Person from such date (or dates) as may be agreed between the Admitted Body, the Contracting Authority and the Department, and in the absence of any other agreement:

[[Either For 1st Generation transfers or Subsequent Transfer]⁴

4.1.1 (i) An Eligible Employee who immediately before the Effective Date was an Admitted

⁴ A subsequent transfer occurs whenever there is a transfer from an existing Admitted Body to a new Admitted Body, e.g. a retender where the exiting contractor participated in the Schemes under NFD.

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Person shall continue to be an Admitted Person immediately after the Effective Date without having to make an election, or

(ii) where such an Eligible Employee was not a member of the Pension Schemes before the Effective Date he shall be admitted as a member into either the PCSPS(NI) or alpha (as appropriate)

in either case in accordance with the terms of the Pension Schemes and the Acts.

[OR For 2nd Generation transfers]

4.1.1 an Eligible Employee who immediately before the Effective Date was not an Admitted Person shall be admitted as a member into either the PCSPS(NI) or alpha (as appropriate) in accordance with the terms of the Pension Schemes and the Acts.]]

4.2 Admitted Persons may choose to opt out of the Northern Ireland Pension Schemes without relinquishing their eligibility to join the Schemes. The Admitted Body hereby undertakes to the Department and the Contracting Authority that each Eligible Employee not being an Admitted Person will be automatically enrolled into either the PCSPS(NI) or alpha (as appropriate) in accordance with the terms of the Pension Schemes and in compliance with the requirements of legislation in each subsequent automatic enrolment period for so long as the employee remains an Eligible Employee.

4.3 The Admitted Body undertakes to promptly (and in any event within 28 days) give notice in writing to the Scheme Manager and the Scheme Administrator of any Admitted Person who (1) ceases to be an Eligible Employee by virtue of Clause 3.2 or (2) chooses to opt out of the Pension Schemes.

4.4 The Admitted Body hereby agrees and acknowledges that save for the Eligible Employees, none of its employees shall be eligible to seek or retain admission under this Agreement as an Admitted Person to the Schemes. The Admitted Body agrees to indemnify the Department and the Contracting Authority for all and any losses arising in the event that any person who is not an Eligible Employee becomes, retains or claims membership of any of the Schemes.

4.5 The Admitted Body must promptly (and in any event within 28 days) give notice in writing to the Department and the Contracting Authority of any matter which may affect or is likely to affect its participation in the Schemes or its obligations under this Admission Agreement. The Admitted Body must give immediate notice in writing to the Department and the Contracting Authority of any actual or proposed change in its status which may give rise to a termination in its participation in the Schemes including (but not limited to) take-over, reconstruction or amalgamation, liquidation or receivership or a change in the nature of its business or constitution.

4.6 The Parties acknowledge that following the introduction of alpha, the Admitted Body may employ Eligible Employees who are either eligible to become or remain Admitted Persons in the PCSPS(NI) and/ or to become Admitted Persons in alpha.

5. GENERAL OBLIGATIONS OF THE ADMITTED BODY

5.1 The Admitted Body shall remain admitted to the Schemes for [the term of the Contract (including any extension or retender where the Admitted Body/ so long as it] continues to provide the Services or part thereof) unless and until this Agreement is terminated in accordance with its terms.

5.2 The Admitted Body undertakes to:

5.2.1 Adhere to and comply with all the obligations of an employer under the Acts, the Rules, and the EPNs in respect of Admitted Persons and Eligible Employees;

5.2.2 Ensure its staff are fully aware of the Admitted Body's obligations and have received sufficient training to ensure compliance with such obligations;

5.2.3 From the Effective Date adopt the practices and procedures relating to the operation of the Schemes set out in the Rules and the EPNs;

5.2.4 Comply with interfacing protocols maintained and issued by or on behalf of the Department from time to time, including without limitation those ensuring that the Admitted Body's

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systems are compatible with and capable of interfacing with the Scheme Administrator's administration systems (so that information and data can be transferred and accuracy checks performed on behalf of the Department as and when required and ensure that it takes prompt remedial action to correct any errors for which it is responsible);

- 5.2.5 Ensure that its staff work in partnership with and provide reasonable assistance in a timely manner to the Contracting Authority, the Department and to whomsoever the Department may delegate its functions, so as to ensure the Admitted Body's compliance with its responsibilities and obligations under this Agreement and facilitate each of the Admitted Person's participation in the Schemes;
- 5.2.6 Provide all such relevant information, data and/or documentation as may be required from time to time to fulfil its obligations as an Admitted Body, and/or allow the other Parties to fulfil their obligations under this Agreement, such information to be provided to the Scheme Actuary, Scheme Administrator, Civil Service Pensions Branch, the Scheme Manager, Eligible Employees, Admitted Persons, the Department, the Contracting Authority and, as the case may be, any such other body as the Department, the Contracting Authority and, as the case may be, any such other body as the Department and/or the Contracting Authority may reasonably direct by such date as may be specified, to facilitate compliance with the obligations entered into hereunder;
- 5.2.7 Comply with its data protection obligations;
- 5.2.8 Promptly (and in any event within 28 days) give notice in writing to the Scheme Administrator, or any other such person or body as the Department and the Contracting Authority may direct, of any change in an Admitted Person's:
- (a) terms and conditions of employment, including but not limited to, any permanent change to contractual time spent on the Services,
 - (b) working pattern, including but not limited to a change in working hours, or
 - (c) attendance including but not limited to, any termination of employment or any long term sick leave or other absences;
- which affects that Admitted Person's status as an Eligible Employee;
- 5.2.9 Notify and consult with any Eligible Employee and their trade union/employee representatives (where such representatives exist) in advance, in good time and before making any changes to terms and conditions of employment, whether voluntary or compulsory, which may have the effect of ending that employee's status as an Eligible Employee;
- 5.2.10 Following the Admitted Body's compliance with the procedures in sub-clause 5.2.9 above, where an Eligible Employee wishes to waive their rights, obtain the Eligible Employee's signed agreement to a waiver of the employee's new fair deal pension rights, in the form of any such waiver agreement as Civil Service Pensions Branch may from time to time request;
- 5.2.11 Provide written confirmation to the Scheme Manager in the form set out in Schedule 4 that such notification and consultation has taken place and that the signed waiver form has been obtained in accordance with 5.2.9 and 5.2.10 and indemnify the Department and the Contracting Authority in respect of any losses arising from any failure of the Admitted Body to comply with 5.2.9 to 5.2.11 inclusive;
- 5.2.12 Review and update its lists of Eligible Employees and Admitted Persons regularly in accordance with the Acts. Such lists to be (i) reviewed within 3 months of the Effective Date, (ii) produced annually at the end of each complete Scheme Year, (iii) provided to the Scheme Administrator and the Contracting Authority within 30 calendar days of the end of the Scheme Year, and (iv) produced as and when required by the Contracting Authority to fulfil its obligations under Clause 9.4; such reviewed and updated list to be provided to Civil Service Pensions Branch and the Contracting Authority within 28 calendar days of the

review;

- 5.2.13 Provide such information (in addition to that provided in accordance with 5.2.12 above) as CSP(NI) may from time to time require;
- 5.2.14 Use its reasonable endeavours to resolve grievances and disputes relating to participation in the Schemes directly with Eligible Employees, Admitted Persons and the other Parties and to comply with the dispute resolution procedures in Clause 12;
- 5.2.15 Not do anything to prejudice its participation in the Schemes;
- 5.2.16 Use its best endeavours to ensure that Eligible Employees have the continued right to participate in the Schemes should it transfer any part of the Services to another party and provide full details of any such subsequent transfer in good time in advance of such transfer to Civil Service Pensions Branch to allow Civil Service Pensions Branch to take such steps as are necessary to ensure for the continued participation of the Eligible Employees.

5.3 The Admitted Body will indemnify the Contracting Authority and the Department, on his own behalf and on behalf of the Schemes, for any losses, damages or claims incurred by those Parties arising from a breach by the Admitted Body of any term of this Agreement.

6. GENERAL OBLIGATIONS OF THE DEPARTMENT

The Department will ensure that the Contracting Authority is notified as soon as reasonably practicable of the Department becoming aware that the Admitted Body has failed to comply with any of the requirements of participation in the Schemes including, without limitation, the failure to pay any sum due under Clause 7 below.

7. COSTS TO BE MET BY THE ADMITTED BODY AND ADDITIONAL LIABILITIES

- 7.1 The Admitted Body shall pay to the Schemes all such contributions as may be required of an employer under the Acts, Rules or the EPNs for the period commencing on the Effective Date which shall include:
 - 7.1.1 the annual administration charges⁵ covering core services provided by the Scheme Administrator;
 - 7.1.2 additional administrative charges as follows:
 - (a) the cost of services commissioned from the Scheme Medical Adviser, and/or;
 - (b) the cost of other non-core services requested by the Admitted Body and/or provided by the Scheme Administrator to facilitate the Admitted Body's participation in the Schemes (including one-off charges associated with the Admitted Body);
 - 7.1.3 any other sum arising in accordance with the Acts in respect of additional expenses flowing from the Admitted Body's breach of the provisions of the Schemes or of this Agreement;
 - 7.1.4 all employee contributions deducted by the Admitted Body to include all and any additional enhanced and/or voluntary contributions (not including any employee contributions made by salary sacrifice) to be paid directly to the relevant provider in respect of all of the Schemes;
 - 7.1.5 the employer contributions (to be paid directly to the relevant provider) for the Northern Ireland Partnership Pension Account;
 - 7.1.6 such additional contributions as the Department, the Scheme Manager or the Scheme Administrator may determine to compensate the Schemes for the Admitted Body's breach

⁵ Currently intended to be no more than £145.15 per member per year to be billed annually.
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of the terms of its participation in the Schemes where that breach has resulted in an increase in the Schemes' costs or liabilities;

- 7.1.7 the accruing superannuation liability charge ("**ASLC**") as set down in Schedule 3, as may be amended from time to time on notice;
- 7.1.8 the flat rate charge applicable to the Northern Ireland Partnership Pension Account Ill Health Benefits arrangements and Northern Ireland Partnership Pension Account Death Benefits arrangements from time to time⁶; and
- 7.1.9 any one-off or ongoing payments due in respect of exceptional increase in pensionable earnings or qualifying service,

at a rate (or rates) and in manner set out in the EPNs from time to time.

7.2 In respect of the early retirement without actuarial reduction (other than on the grounds of ill health) of any Admitted Person, the Admitted Body must:

7.2.1 at least three months before the early retirement is to take effect, give the Department notice in writing of such early retirement copied to the Scheme Administrator; and

7.2.2 not later than the date on which the early retirement shall take effect, pay to the Department when requested to do so, such amount or amounts as the Scheme Actuary or the Department shall determine covering any additional liabilities caused by the early retirement.

7.3 Without prejudice to the obligation to pay contributions under this Clause 7, if the cumulative increase in final pensionable earnings to an Admitted Person(s) of the Admitted Person's active membership of the Schemes is greater than the amount set out in the Schemes,⁷ the Department may require the Admitted Body to pay such additional employer pension contributions as the Scheme Actuary shall determine in accordance with the Rules.

7.4 The Admitted Body shall not grant an additional period of membership or additional pension in respect of any Admitted Person, which would result in an increase in the Schemes' liabilities, save to the extent that such sum as calculated by the Scheme Actuary is paid by the Admitted Body to the Department. For the avoidance of doubt this will not preclude Admitted Persons purchasing additional years or pension from the Schemes in accordance with the terms of the Schemes.

7.5 Any agreement between the Admitted Body and any of the Schemes that results in the settlement of any one off payment being spread over a period of time or merged into the regular monthly employer contribution rate shall not be deemed to be part of the regular employer contribution rate. The Admitted Body undertakes to pay such amount as and when due.

7.6 The Admitted Body undertakes to pay any amount due under any determination made in accordance with Clause 12 below (Resolution of Disputes), (or where any such determination is appealed or referred to any person or body having jurisdiction to make a further determination on the same question, under the final decision of that appeal or further determination).

8. **COST ADJUSTMENTS/CAP**

8.1 The Admitted Body agrees and acknowledges that the employer contributions referred to in Clause 7 may be revised following a valuation of the Schemes. The Admitted Body agrees to meet any increases in employer contributions notified to it by the Scheme Manager subject only to Clause 8.2 below.

8.2 The ASLC for the Admitted Body shall be set at the same rates as the ASLC for all public sector employers who participate in the Schemes.

9. **CONTRACTING AUTHORITY INDEMNITY AND OBLIGATIONS**

⁶ Currently being 0.5% of pensionable pay from 1 April 2015.

⁷ Currently the higher of (i) 10% over and above salary growth in the public sector over the same period and (ii) £5,000 as indexed.

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- 9.1 In the event that the Admitted Body fails to comply with its obligations under this Agreement (including, without limitation, its obligations to make, and account to the Schemes for all employer and employee contributions and make any of the payments to the Schemes in accordance with Clause 7), the Contracting Authority agrees to pay on demand such sums as determined by the Department to compensate the Schemes for the Admitted Body's breach of the terms of its participation in the Schemes where that breach has resulted in an increase in the Schemes' costs or liabilities.
- 9.2 Where the Contracting Authority receives a demand for payment from the Department in accordance with Clause 9.1 above, it shall arrange for the payment of such sums to be made immediately to the Schemes or within such other time period as the Scheme Manager shall in its absolute discretion notify to the Contracting Authority.
- 9.3 The Contracting Authority shall complete Schedule 1 below to the best of its abilities and provide a copy of the same to the Scheme Manager, Scheme Administrator and the Admitted Body not less than 14 days before the Effective Date.
- 9.4 In preparation for subsequent transfers, the Contracting Authority will procure and keep up to date lists of Eligible Employees and Admitted Persons from the Admitted Body.
- 9.5 The Contracting Authority will use its best endeavours to ensure that Eligible Employees have the continued right to participate in the Schemes on any subsequent transfer.

10. **SET OFF**

- 10.1 The Contracting Authority may, at its discretion, set off against any payments due to the Admitted Body under the Contract an amount equal to any overdue employer and employee contributions and/or other payments due from the Admitted Body to the Schemes under this Agreement and/or the Acts.
- 10.2 For the avoidance of doubt:
- 10.2.1 if the liability for any such contributions and/or other payments is discharged by the Contracting Authority pursuant to Clause 9.2 above or otherwise, such contributions and/or other payments shall nevertheless be regarded as continuing to be due for the purposes of this Clause 10; and
- 10.2.2 any amount payable by the Admitted Body under Clause 5.3 above may also, at the discretion of the Contracting Authority, be set off against payments due to the Admitted Body under the Contract.

11. **RECORDS AND ADMINISTRATION**

- 11.1 The Admitted Body shall maintain accurate and up to date records (including payroll records) and accounts in accordance with all guidance issued by the Scheme Manager from time to time, including in the EPNs.
- 11.2 The Department, Scheme Manager, its auditors and its authorised representatives shall be given reasonable opportunity during normal business hours to examine, inspect and take copies of the records or accounts referred to in Clause 11.1 above (the "**Audit**").
- 11.3 The Admitted Body shall provide the Scheme Manager, its auditors and its authorised representatives with all reasonable co-operation and assistance in relation to each Audit, including:
- 11.3.1 all information reasonably requested by the Scheme Manager on a timely basis; and
- 11.3.2 reasonable access to relevant Admitted Body personnel.
- 11.4 The Admitted Body shall transfer all necessary member records to any new employer on such occasions and in such a manner as required by the Northern Ireland Civil Service Pension Schemes.
- 11.5 If requested to do so by the Department, the Admitted Body must provide the Department with a copy of its audited annual accounts in respect of the immediately preceding financial year within 21 days of

such request.

12. RESOLUTION OF DISPUTES

- 12.1 Subject to sub-clause 12.2 below, any issue that may arise between the Contracting Authority and the Admitted Body relating to the construction of this Agreement, or to the rights and obligations of either the Contracting Authority and the Admitted Body under it, shall be referred in writing to the Department.
- 12.2 Nothing in this Agreement shall affect the rights of the Admitted Body and/or the Contracting Authority and/or Eligible Employees and/or Admitted Persons in connection with the IDRPs and/or to seek adjudication in any matter from the Pensions Ombudsman.
- 12.3 The Admitted Body and the Contracting Authority agree to fully and promptly co-operate with any investigation, process or determination carried out by the Pensions Ombudsman, and /or the IDRPs and/or any other dispute resolution process and/or any determinations made thereunder.

13. TERMINATION

- 13.1 The Department may terminate participation in the Schemes under the terms of this Agreement in any or all of the following circumstances:
- 13.1.1 if the Admitted Body breaches any of the obligations contained within this Agreement, the Acts, the Rules or the EPNs (but where the breach is capable of remedy only where it has not been remedied within a reasonable time and in any event within 28 days of service of a notice giving particulars of the breach and requiring the Admitted Body to remedy it);
- 13.1.2 if the Admitted Body fails to pay any sums due to the Department under this Agreement or the Acts within 28 days of service of a notice giving particulars of the amount outstanding and requiring the Admitted Body to pay it;
- 13.1.3 in the event of the insolvency, winding up or liquidation of the Admitted Body; or
- 13.1.4 in the event of the Admitted Body ceasing to provide the Services.

The Department will give written notice of termination to all other Parties to this Agreement, setting out the date on which termination becomes effective.

- 13.2 This Agreement will automatically terminate upon the earlier of the below events:
- 13.2.1 the last Admitted Person ceasing to be an active member of any of the Schemes under this Agreement, provided that no Eligible Employee remains, in which case termination shall only occur when no Eligible Employee remains eligible to participate;
- 13.2.2 termination of the Contract unless the Admitted Body continues to provide the Service in whole or part including where these have been retendered by the Contracting Authority.
- 13.3 Termination or cessation of this Agreement will automatically end an Admitted Person's participation in the Schemes in respect of future service unless such Admitted Person/Eligible Employee:
- 13.3.1 has transferred to another body and is continuing to provide services which are covered by another admission agreement, or
- 13.3.2 remains employed by the Admitted Body on services which have been agreed to be Additional Eligible Service and has transferred to another admission agreement.
- 13.4 Termination or cessation of this Agreement will not in any event affect rights, obligations or commitments intended to survive termination or cessation.
- 13.5 In the event of the Admitted Body ceasing to participate in the Schemes, the Admitted Body shall procure that all such records and data in relation to Admitted Persons or former Admitted Persons (as may be necessary for either the effective transfer of those persons, or the administration of the

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Schemes on their behalf), shall be handed to the Contracting Authority and copied to the Department within 28 days.

14. SERVICE OF NOTICES

14.1 A notice under this Agreement must be in writing and, unless the receiving party acknowledges receipt, is valid if (and only if) it complies with the following provisions:

14.1.1 the notice must be given by hand or sent by registered post or recorded delivery; and

14.1.2 the notice must be served:

(a) where the receiving party is the Admitted Body and a company incorporated within Northern Ireland, at its registered office, or where the Admitted Body is not a company incorporated within Northern Ireland, at the Admitted Body's address shown in this Agreement or at any alternative address that is specified in a notice given in writing by that Party to the other Parties; or

(b) where the receiving party is the Department or the Contracting Authority, at that Party's address shown in this Agreement or at any alternative address that is specified in a notice given in writing by that party to the other Parties; or

(c) by e-mail in accordance with sub-clause 14.3 below.

14.2 Unless it is returned undelivered, a notice sent by registered post or recorded delivery is to be treated as served on the third day after posting whenever and whether or not it is received.

14.3 Notice and other written communications sent by way of an email to a recognised e-mail address of the relevant Party together with proof of receipt, and/or the posting of such notice or communication via a secure web based portal in each case, shall constitute valid service. Text, SMS, MMS or Skype or similar applications or any other form of 'chat' messages will not constitute valid service.

15. CIVIL SERVICE COMPENSATION SCHEME (NORTHERN IRELAND) & CIVIL SERVICE INJURY BENEFITS SCHEME (NORTHERN IRELAND)

This Agreement does not cover benefits provided pursuant to either the Civil Service Compensation Scheme (Northern Ireland) and/or the Civil Service Injury Benefits Scheme (Northern Ireland). Nothing in this Agreement shall be taken as representing that any Party shall provide any such benefit.

16. RIGHTS OF THIRD PARTIES

16.1 Subject to sub-clause 16.2 below, a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

16.2 An Admitted Person or an Eligible Employee may enforce any rights to membership or continued membership of the Schemes against the Admitted Body.

17. PUBLIC INSPECTION

This Agreement (with the exception of Schedules 1, 3 and 4) shall be available for public inspection at the named offices of the Department.

18. WAIVER

The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. GOVERNING LAW AND JURISDICTION

Each of the Parties hereby irrevocably agrees that any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with Northern Ireland law. Further each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Northern Ireland courts in respect of any claim or dispute arising out of or in connection with this Agreement.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has executed at least one counterpart.⁸

SIGNED IN TRIPLICATE by the Parties

⁸ Civil Service Pensions Branch requires, in all cases, for all signatories to sign the same Admission Agreement with original signatures
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SCHEDULE 2

THE SCHEMES

1. The Principal Civil Service Pension Scheme (Northern Ireland) as set up under the 1972 Order.
2. Partnership Pension Account.
3. Northern Ireland Civil Service Additional Voluntary Contribution Scheme.
4. Designated Stakeholder Pension Scheme.
5. The Public Service (Civil Servants and Others) Pensions Regulations (Northern Ireland) 2014

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SCHEDULE 3

EMPLOYER CONTRIBUTIONS

Below are the current ASLC as at the date this Agreement is entered into. In accordance with sub-clause 7.1.7 above, these contributions may be amended from time to time on notice.

| | Salary Band (£) | ASLC rate from 1 April 2016 |
|--|------------------------|------------------------------------|
| Band 1 | Up to 26,199 | 20.8% |
| Band 2 | 26,200 to 52,899 | 22.8% |
| Band 3 | 52,900 and over | 26.3% |
| Prison Officers with reserved rights (pre-Fresh Start) | | 26% |

SCHEDULE 4

ADMITTED BODY/ EMPLOYER CONFIRMATION TO SCHEME MANAGER

In accordance with sub-clause 5.2.11 above: this is confirmation that we the Admitted Body have consulted with Eligible Employees [and their Trade Union/ employee representatives: **DN delete as appropriate**], in good time and in advance of the following changes to terms and conditions of employment which has the effect of ending their status as Eligible Employees, and have obtained signed waiver forms, in the format required by Civil Service Pensions Branch in respect of each Eligible Employee so affected:

[Insert Employee's name(s)]

[Details of their Trade Union/ employee representatives]

[Date consultation took place]

[Subject matter of consultation: note the requirement to consult covers any matter which has the effect of ending an Eligible Employee's eligibility to participate in the Schemes. This includes, without limitation, moving away from the Services whether at the employee's request or the request of the Admitted body and can include promotions and lateral moves]

[Date waiver form provided to CSP(NI) and the Contracting Authority.]

Signed by the Admitted Body.....

Dated.....

Signed)
For and on behalf of the)
FOR THE DEPARTMENT)
OF FINANCE)
DATE)
)

In signing this Agreement the relevant party below confirms that it has read and understood the terms of this Agreement and that it will without limitation comply with the obligations as set out herein

Signed)
by [REDACTED])
For and on behalf of the **ADMITTED BODY**)
DATE)
)
)

In signing this Agreement the relevant party below confirms that it has read and understood the terms of this Agreement and that it will without limitation comply with the obligations as set out herein

Signed)
For and on behalf of the)
FOR [REDACTED]⁹)
DATE)
)
)

⁹ Contracting Authority
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