

Dated

2015

- (1) [NORTHAMPTONSHIRE/CAMBRIDGESHIRE COUNTY COUNCIL]
- (2) [LGSS]

Pensions Administration Agreement

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BETWEEN

- (1) [Northamptonshire County Council of John Dryden House, 8-10 The Lakes, Northampton NN4 7YD/Cambridgeshire County Council of Shire Hall, Castle Hill, Cambridge CB3 0AP] ("**the Administering Authority**"); and
- (2) LGSS of John Dryden House, 8-10 The Lakes, Northampton NN4 7YD ("**LGSS**").

BACKGROUND

- (A) The Administering Authority is an administering authority (within the meaning of the Regulations) and administers the Scheme and maintains the Fund in accordance with the Regulations.
- (B) LGSS is established as part of the Shared Services Arrangements.
- (C) LGSS carries out the administration of the Fund on behalf of the Administering Authority under the Shared Services Arrangements and will provide such services to the Administering Authority on the terms of this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following words and expressions have the following meanings unless the context otherwise requires:

"Announcement"

any public announcement, circular or other communication about or containing information about the Services or the terms, subject matter or existence of this Agreement or any matter arising out of or ancillary to this Agreement

"Annual Fee"

the fee described as the Annual Fee in **Schedule 1**

"Applicable Law"

any:

- (a) statute, statutory instrument, bye law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);

- (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- (c) legally binding industry code of conduct or guideline

which relates to this Agreement and/or the Services and/or the Fund or Scheme

"Business Day"

a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales

"Confidential Information"

- (d) in the case of LGSS, all information of a proprietary or confidential nature which relates to the Administering Authority and is disclosed to or learnt by LGSS (or any of its subcontractors) in connection with the performance of LGSS's obligations under this Agreement, including Scheme Information;
- (e) in the case of the Administering Authority, all information of a proprietary or confidential nature which relates to LGSS and is disclosed to or learnt by the Administering Authority in connection with its receipt of the Services under this Agreement, but excluding Scheme Information

"Contract Information"

has the meaning given to it in **clause 4.1**

"Data Protection Laws"

all privacy laws applicable to the Personal Data which is processed under or in connection with this Agreement, including the Data Protection Act 1998, EU Directive 95/46/EC and 2002/58/EC and all regulations made pursuant to and in relation to such legislation together with all codes of practice and other guidance on the foregoing issued by the Information Commissioner, all as amended or replaced from time to time

"Employer Services"

the services provided under this Agreement to the Administering Authority in its capacity as employer in relation to the Scheme, the Teachers' Pension Scheme or such other pension arrangements as the Administering Authority may from time to time participate in as more particularly described in **Schedule 2**

"Event"

an act, event, omission or circumstance

"Exempt Information"

means any information or class of information relating to this Agreement which may fall within an exemption from disclosure under FOI Legislation

"Fees"

The Annual Fee and such other fees as specified in **Schedule 1**

"FOI Legislation"

means the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004

"Force Majeure Event"

any event or circumstance to the extent it is beyond the reasonable control of LGSS, but excluding Changes in Law

"Fund"

[the Cambridgeshire/Northamptonshire Local Government Pension Scheme Fund] within the Scheme

"Fund Services"

the services provided under this Agreement to the Administering Authority in its capacity as the administering authority (as defined in the Regulations) as more particularly described in **Schedule 2**

"Information Request"

means a request for information under FOI Legislation

"Intellectual Property Rights"

all intellectual property rights including, trade marks and service marks (including rights in goodwill), design rights, copyright (including copyright in plans, designs and computer programmes), database rights, domain names, know-how (including trade secrets and

confidential business information) and any similar or analogous rights to any of the foregoing which may subsist at any time in any part of the world

“Regulations”

The Local Government Pension Scheme Regulations 2013, [The Local Government Pension Scheme (Transitional) Regulations 2013], The Local Government Pension Scheme (Management and Investment of Funds) Regulations 2009 and such other regulations as are applicable to the maintenance and administration of the Scheme (as amended from time to time)

“Representative”

has the meaning given to it in **clause 2.2.2**

“Scheme”

The Local Government Pension Scheme established by the Regulations made by the Secretary of State under Sections 7 and 12 of the Superannuation Act 1972 and/or Section 3 of the Public Service Pensions Act 2013

“Scheme Administrator”

has the meaning given to “scheme administrator” in section 270 of the Finance Act 2004

“Scheme Information”

all information (whether now existing or to come into existence, and whether created by LGSS or anyone else) in the possession or under the control of LGSS and which relates to the Fund or Scheme or its beneficiaries (in whatever form) and which may reasonably be required for the purpose of administering the Fund but excluding any system (whether computerised, electronic or otherwise) in the possession or under the control of LGSS on which Scheme Information is kept or any materials or programmes created or generated in connection with any such system

“Services”

the Fund Services, the Employer Services and such other services as requested by the Administering Authority from time to time

"Shared Services Arrangements"

the arrangements between Cambridgeshire County Council and Northamptonshire County Council for the provision of shared services, a key element of the governance arrangements being a joint committee established pursuant to an agreement between Cambridgeshire County Council and Northamptonshire County Council in accordance with the provisions of sections 101 and 102 of the Local Government Act 1972

"Start Date"

1 April 2013

"Termination Date"

the date on which this Agreement expires or terminates for whatever reason

"Website"

the website to be hosted and supported by LGSS which may be accessed at the following www.XXXXX.org.uk. References to the Website shall be deemed to include any future developments of the Website under this Agreement

"Year"

the period of 12 months starting on the Start Date, each successive period of 12 months during the term of this Agreement and the period (if any) starting on the day following expiry of the last such period of 12 months and ending on the Termination Date

- 1.2 references to the background section, clauses and Schedules are to the background section and clauses of and schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule and the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement;
- 1.3 the Schedules form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules;
- 1.4 unless the context otherwise requires:
- 1.4.1 references to the singular include the plural and vice versa and references to any gender include every gender;

- 1.4.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.5 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.6 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.7 references to "in writing" or "written" are to communication effected by post and email or any other means of reproducing words in a legible and non-transitory form;
- 1.8 references to this Agreement are references to this Agreement as varied from time to time in accordance with **clause 14.3** and as novated from time to time; and
- 1.9 to the extent only of any conflict or inconsistency between the clauses and the Schedules, the order of precedence will be as follows:
- 1.9.1 **clauses 1 to 14;**
- 1.9.2 **Schedule 2;** and
- 1.9.3 **Schedule 1.**

2. APPOINTMENT, GOVERNANCE AND CONFLICTS

2.1 Appointment

- 2.1.1 The Administering Authority appoints LGSS to provide the Services in accordance with and on the terms of this Agreement.
- 2.1.2 The Administering Authority acknowledges that it is, and will remain, the Scheme Administrator in respect of the Fund.

2.2 Governance

- 2.2.1 The parties agree to co-operate with one other with a view to ensuring the proper provision of the Services. In particular, subject to the other terms of this Agreement, LGSS agrees subject to the remaining provision of this **clause 2.2.1**, to provide to the Administering Authority such reasonable information which is within LGSS's possession and/or control and reasonable explanations regarding the provision of the Services as the Administering Authority may reasonably require within a reasonable period of request by the Administering Authority.
- 2.2.2 Each party may nominate one or more representatives (the "**Representative**") who will be authorised to make decisions relating to the Services and who will be responsible for:
- 2.2.2.1 organising all meetings and conference calls required to ensure the proper operation of this Agreement; and
 - 2.2.2.2 providing and/or allowing access to all information and documentation to which either party are entitled to as expressly set out in this Agreement.
- 2.2.3 Each party will inform the other in writing of the identity of its Representative(s) and of any change in the identity of its Representative(s) during the term of this Agreement.

2.3 **Conflicts of Interest**

- 2.3.1 If LGSS becomes aware of any conflict of interest arising, LGSS shall give the Administering Authority Representative notice of that fact without undue delay.

3. **THE SERVICES**

- 3.1 Subject to LGSS (or LGSS's subcontractor (if any)) receiving Contract Information in accordance with **clause 4**, LGSS shall use its best endeavours to:
- 3.1.1 provide the Services to the Administering Authority:
 - 3.1.1.1 exercising that degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from an experienced person, seeking to comply with its contractual obligations and engaged in the same type of undertaking as LGSS;
 - 3.1.1.2 within such reasonable times as agreed from time to time between the parties.

3.1.2 comply with:

3.1.2.1 the relevant provisions of the Regulations;

3.1.2.2 all Applicable Law; and

3.1.2.3 all requirements of the Department for Work and Pensions, the Department for Communities and Local Government, the Pensions Regulator, the Government Actuary's Department, HM Revenue & Customs and any other regulatory body having jurisdiction over the Fund or Scheme.

3.2 **Website**

3.2.1 From the Start Date the LGSS will make the Website available to Fund members who wish to access the Website. LGSS shall at all times create and retain control of the content on the Website.

3.2.2 In the event that the Website is inaccessible to such members, LGSS shall use reasonable endeavours to ensure that the Website is available as soon as possible and that members to the Website are given information that works are being carried out on the Website when they attempt to access the Website and LGSS shall, without prejudice to any right or remedy of the Administering Authority, for no additional charge, carry out any work (including error corrections, bug fixes, patches or other modification or addition to the Website) necessary in order to ensure that the Website complies with **clause 3.1.1.**

3.3 **Complaints by beneficiaries**

If LGSS becomes aware of any complaint of a material nature by a beneficiary or potential beneficiary of the Fund about the Fund or about the provision of the Services, LGSS must give details of it to the Administering Authority as soon as possible. During the term of this Agreement, LGSS shall include its complaints process to be followed by any beneficiary or potential beneficiary of the Fund on the Website.

4. **CONTRACT INFORMATION**

4.1 The Administering Authority shall provide or procure the provision to LGSS (or, if directed by LGSS and subject to LGSS providing contact details to the Administering Authority, to LGSS's subcontractor), in each case in accordance with the timescales required by Applicable Law and if no timescale is specified, promptly and in a form specified by LGSS (or by LGSS's subcontractor, (where

applicable)), all necessary data, documents, funds, information or instructions in relation to the Services ("**Contract Information**").

5. CONTRIBUTIONS, BANK AND OTHER ACCOUNTS AND REGULATIONS

5.1 Operation

5.1.1 In carrying out the Services, LGSS shall use such bank or other accounts as the Administering Authority may nominate and authorise LGSS to use from time to time, and on the terms agreed by the Administering Authority with the relevant bank or other body and notified to LGSS in writing from time to time. For the avoidance of doubt, any interest accruing to the relevant bank account will at all times be for the benefit of the Administering Authority.

5.1.2 The Administering Authority shall arrange for the pensions contributions from each relevant beneficiary of the Fund to be transferred into the relevant account to enable LGSS to perform the Services in accordance with this Agreement.

5.1.3 The Administering Authority shall comply with the Regulations and Applicable Law during the term of this Agreement in carrying out its obligations under this Agreement.

5.2 Limits of LGSS's authority

The Administering Authority shall ensure that LGSS is authorised to undertake BACS transfers from such bank or other accounts to the beneficiaries of the Fund. Payments by LGSS out of such accounts are to be limited to providing benefits, transfer payments and other payments or expenses properly payable under the Fund and to such other payments as the Administering Authority may authorise LGSS to make in accordance with the Regulations from time to time.

5.3 Accounts

No Fund money will be kept in an account held by LGSS.

6. TERM

This Agreement will commence on the Start Date and will continue up to and including 23:59 on the day preceding the fourth anniversary of the Start Date. This Agreement may be terminated earlier in accordance with its terms.

7. **FEES AND PAYMENT**

- 7.1 LGSS will charge the Administering Authority or otherwise notify the Administering Authority so that payment can be arranged by alternative means for the relevant Fees in accordance with **Schedule 1**.

8. **CONFIDENTIALITY**

- 8.1 Except as provided by **clauses 8.2, 8.3 and 8.4**, each party shall at all times during the term of this Agreement and thereafter in relation to all Confidential Information of the other party held or received by it:

8.1.1 keep all such Confidential Information confidential and accordingly not disclose any Confidential Information to any other person; and

8.1.2 not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement.

- 8.2 Any Confidential Information may be disclosed by the party receiving it:

8.2.1 to any regulator authority to which the relevant party is subject, including in respect of LGSS, the Pensions Regulator;

8.2.2 to any employees of the receiving party;

8.2.3 where such disclosure is required by Applicable Law;

8.2.4 to any third party professional adviser for the purpose of advising that party in connection with this Agreement;

8.2.5 to its lawful subcontractors for the purposes only of performing obligations under this Agreement,

in each case to such extent only as is necessary for the purposes contemplated by this Agreement and subject, in the case of **clauses 8.2.1, 8.2.3 and 8.2.4**, to the party disclosing the same under this **clause 8.2** disclosing the same under terms of confidentiality and procuring that the person to whom it is disclosed keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

- 8.3 Any Confidential Information may be used by the party receiving it for any purpose, or disclosed by that party to any other person, to the extent that:

8.3.1 it is at the date of this Agreement, or hereafter becomes, public knowledge through no fault of the receiving party;

- 8.3.2 it can be shown by the receiving party, to the reasonable satisfaction of the other party, to have been lawfully in the possession of the receiving party prior to it being disclosed to it (but this shall not apply to Scheme Information); or
- 8.3.3 it is disclosed to the receiving party by any other person otherwise than in breach of any obligation of confidentiality owed to the other party (but this shall not apply to Scheme Information).

8.4 **Scheme Information**

- 8.4.1 LGSS acknowledges that the Scheme Information is, and will become and remain, the property of the Administering Authority.
- 8.4.2 LGSS shall on reasonable notice provide the Administering Authority or their appointed agents with access to the Scheme Information held by LGSS.
- 8.4.3 After the Termination Date, the Administering Authority shall promptly provide LGSS with access to the Scheme Information as requested by LGSS in order to enable LGSS to respond to and/or to bring any claim brought against LGSS in relation to the Services or in respect of any other matter arising out of this Agreement.

9. **DATA PROTECTION AND FOIA/EIR**

Data Protection

- 9.1 In this Agreement the terms "Personal Data", "Sensitive Personal Data", "Data Processor" and "Data Controller" are as defined in the Data Protection Act 1998 ("**DPA**").
- 9.2 LGSS acknowledges that under the terms of this Agreement:
 - 9.2.1 it will act as a data processor appointed by the Administering Authority who is a Data Controller;
 - 9.2.2 it will only process the Personal Data for the purposes of performing its obligations under this Agreement and in accordance with the Administering Authority's reasonable written instructions; and
 - 9.2.3 it will take such security measures as required to enable it to process the Personal Data in compliance with obligations equivalent to those imposed on the Administering Authority by the Seventh Principle of the DPA.
- 9.3 The Administering Authority warrants that:

- 9.3.1 it has all necessary consents and authorisations and it shall comply with all Data Protection Laws to enable LGSS to lawfully Process Personal Data for the purposes of LGSS carrying out its obligations under this Agreement and as otherwise agreed in writing by the parties; and
- 9.3.2 it will not cause LGSS to be in breach of any Data Protection Laws whether by reason of any act or omission by the Administering Authority or any of its directors, governors, officers, employees or subcontractors.

FOIA

- 9.4 The parties recognise that the Administering Authority is a public authority as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 9.5 The parties shall, having regard to all relevant codes of practice issued under FOI Legislation, assist each other (at the cost of the party that has received the Information Request) in complying with the obligations under FOI Legislation including reasonable assistance within a reasonable timeframe (having regard for the timescales in which the relevant party must respond to the Information Request) in gathering information to respond to an Information Request.
- 9.6 Either party shall be entitled to disclose any information relating to this Agreement and the Services in response to an Information Request save that in respect of any Information request which is in whole or part a request for Exempt Information:
 - 9.6.1 the party which receives the Information Request shall circulate the Information Request and shall discuss it with the other party;
 - 9.6.2 the party which receives the Information Request shall in good faith consider any representations raised by the other party when deciding whether to disclose Exempt Information; and
 - 9.6.3 the party which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the party to which it relates.
- 9.7 Subject to each party providing assistance to the other in accordance with clause 9.5, neither party shall have any responsibility for responding to any Information Requests addressed to the other party.

10. **ANNOUNCEMENTS**

10.1 Neither party will make any Announcement, or permit any Announcement to be made, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except that each party will be entitled to make Announcements:

10.1.1 if and to the extent required by law or by any governmental or regulatory authority; or

10.1.2 necessary to enable a party to commence court proceedings in relation to this Agreement or any matter arising out of or ancillary to it.

If a party is required to make an Announcement by law or by any governmental or regulatory authority (other than an Announcement which comprises a claim form or other statement of case in a court action) that party will promptly give written notice of this to the other party and will use reasonable endeavours to if and to the extent reasonably practicable agree with the other party the form, content and timing of the Announcement, provided that doing so would not cause the party wishing to make the Announcement to breach the relevant law or requirement.

11. **ASSIGNMENT AND ALTERNATIVE PROVISION OF SERVICES**

11.1 The Administering Authority will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Agreement.

11.2 LGSS shall not provide all or any of the Material Services through any other person without the written consent of the Administering Authority. Any such provision of the Services will not relieve LGSS from its liabilities to the Administering Authority under this Agreement.

12. **NOTICE**

12.1 Any notice or other communication given under or in connection with this Agreement will be in writing (including e-mail), in the English language, marked for the attention of the specified representative of the party to be given the notice or communication.

The address and representative for each party are set out below and may be changed by that party giving at least 7 Business Days notice in accordance with this **clause 12**.

LGSS

[Northamptonshire/Cambridgeshire]
County Council

Address

John Dryden House,
8-10 The Lakes,
Northampton
NN4 7YD

Address

John Dryden House,
8-10 The Lakes,
Northampton
NN4 7YD
/
Shire Hall,
Castle Hill
Cambridge CB3 0AP

For the attention of: [specify]

For the attention of: [specify]

13. **ENTIRE AGREEMENT**

- 13.1 Subject to any overriding provisions contained in the Shared Services Arrangements, this Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter.

14. **GENERAL**

- 14.1 LGSS will not be in breach of this Agreement or otherwise liable to the Administering Authority for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to a Force Majeure Event.
- 14.2 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 14.3 If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.
- 14.4 Save as otherwise expressly provided in this Agreement, no variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

- 14.5 This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement. This Agreement will not be effective until each party has executed at least one counterpart.
- 14.6 Subject to Clause 10.5 the parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 14.7 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 14.8 Each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

SIGNED BY or on behalf of the parties on the date stated at the beginning of this Agreement.

.....
FOR AND ON BEHALF OF
[CAMBRIDGESHIRE/NORTHAMPTONSHIRE
COUNTY COUNCIL]

.....
FOR AND ON BEHALF OF LGSS

SCHEDULE 1

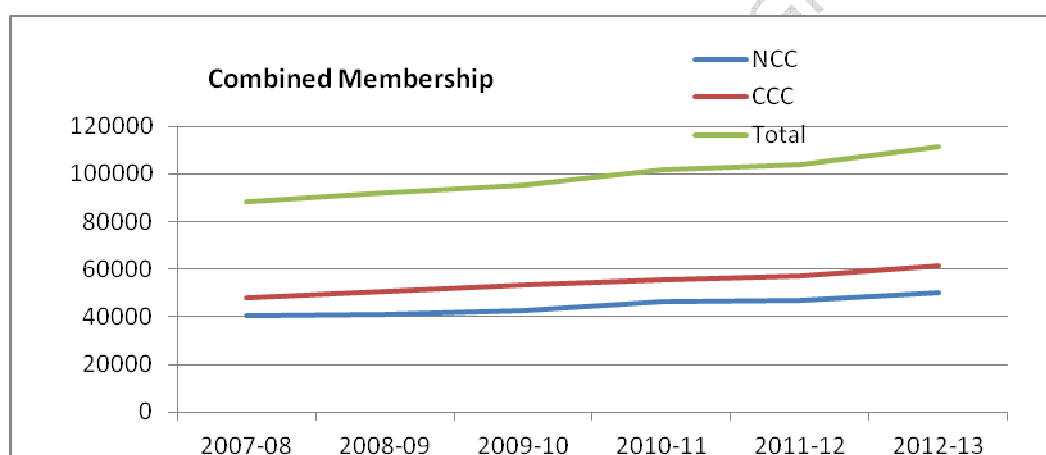
Fees

Annual Fee for Fund Services which can be recharged to the Fund:

- 1) LGSS Pension Services is one converged back office service and separate costs are no longer directly identifiable. The costs of these services will therefore be allocated between the pension funds based on total membership records as at 31st March each year. The key principles behind the Annual Fee structure are as follows. The years shown are illustrative only and the same principles will apply for all future years:
 - a) The total cost of the LGSS pension service relating to administering the Scheme for all pension funds to which LGSS provide Fund Services will be identified (e.g. for 1 April 2013 to 31 March 2014). Direct fund costs are excluded from this figure as outlined in (4) below.
 - b) This cost will then be proportioned to each fund in accordance with their total scheme membership records (total number of active, deferred, pensioner, dependant and frozen/undecided records) as at 31 March of the accounting year to which the costs relate (e.g. at 31 March 2014) i.e. $\text{total LGSS cost} \times \text{individual number of fund records} / \text{total number of fund records} = \text{fund proportion of cost}$. This figure will be the Annual Fee for the current year.
 - c) The Annual Fee will then be compared with the Annual Fee relating to the year preceding that year (e.g. 1 April 2012 to 31 March 2013) calculated as per (b) (or where the Fund was not part of LGSS shared service arrangements, as per their audited Fund accounts).
 - d) The Annual Fee shall then be adjusted so that any reduction or increase in the Annual Fee cost will then be shared equally between LGSS and the Fund as follows:
 - where a saving has been made, the Annual Fee for the current year shall be increased by an amount equal to 50% of the calculated cost saving. The adjusted Annual Fee shall be the amount which will be invoiced by LGSS to the Administering Authority to be paid from the Fund.
- 2) The table below sets out the 2012-13 costs for Pensions administration attributable to this agreement. This will form the base cost for future comparison for the purposes of the charges under clause 1 of this Schedule.

LGSS Pension Services Costs.		Distribution over Funds based on membership.	
	2012-13 Base £'000	Northamptonshire £'000	Cambridgeshire £'000
Employee Related Costs	2,070	926	1,144
Non Employee Costs	910	408	502
Total Costs	2,980	1,334	1,646

- 3) The graph below shows the membership record split between the two funds and the growth in overall membership since 2007-08. Applying the membership record numbers for 2012-13 against the 2012-13 costs would have resulted in a distribution across the two funds as shown in the table above.



- 4) The Fund charges outlined below will be excluded for the purposes of clause 1 of this Schedule:
- a) For the purposes of calculating the Annual Cost including any reduction or increase as per clause 1, the following elements will be excluded and, instead, they will be directly charged to the Fund based on the actual costs:
- Investment Consultancy fees
 - Independent adviser fees
 - Custodian fees
 - Fund monitoring costs
 - Associated legal fees

However, any such costs that related to these matters being jointly provided for the Fund and another Fund(s), the Fund will be charged a proportion calculated using the member record apportioning method as detailed in clause 1b of this schedule.

b) For the purposes of calculating any reduction or increase to the Annual Cost as per clauses 1c to 1f, the following elements will be excluded:

- Actuarial and Benefits Consultancy fees
- Audit fees
- "Fund level" training and development (e.g. Cipfa Skills and Knowledge, Seminars and conferences) fees
- Subscriptions (e.g. to NAPF and LAPFF)
- County Council recharges (e.g. accommodation)

These costs will, however, be included as part of the Annual Fee for clauses 1a and b and therefore will be apportioned in relation to member records.

DRAFT LGSS ADMINISTRATION AGREEMENT

SCHEDULE 2

Services

Part 1 – Fund Services

The full management and administration of the Fund in accordance with the Regulations relating to the Scheme insofar as those services relate the responsibilities of the Administering Authority in its capacity as the administering authority of the Fund and excluding all matters such as strategy and policy making which are delegated under the Administering Authority's constitution to the Pension Fund Board or other appropriate committee, body or officer and which have not been further delegated to LGSS. These services include but are not limited to:

Fund and Scheme Administration

- LGSS will deliver a fully managed pensions administration service covering the Fund and the Scheme.

Liaison and Communication

- In delivering the Services LGSS will provide information in compliance with overriding statutory requirements, in particular, The Occupational Pension Schemes (Disclosure of Information) Regulations.

Governance & Funding

- LGSS will provide support to the Administering Authority and its pension related delegated committees as well as ensuring that all accountancy and taxation services are provided as appropriate.

Investments

- LGSS will provide a fully managed investment service.

Part 2 – Employer Services

The services as agreed in writing from time to time between the Administering Authority and LGSS provided to the Administering Authority in its capacity as employer in relation to the Scheme, the Firefighters' Pension Scheme or such other pension arrangements as the Administering Authority may from time to time participate in. Such services may include (without limitation):

In respect of the Firefighters' Pension Scheme:

- Provision of professional and expert advice and support to employers and employees on financial implications of options and discretions available to allow fully informed decisions to be made.
- Interpretation and analysis of new and impacting legislation and directives to ensure compliance. Informing relevant colleagues within LGSS of any impacting training needs or process changes.

- Supporting the Pensions Management Team and continually developing systems and procedures to enhance efficiency and effectiveness.
- Ensuring accuracy of all types of benefit payments.
- Delivering complex information through presentations and seminars to key stakeholders.
- Completion of statistical returns and collating accurate returns to provide monthly starter and leaver returns as well as the annual service return.
- Provision of redundancy estimates.
- Provision of advice and guidance on the revision of early retirement policies.

Part 3 – Key Performance Indicators (KPIs)

For all agreed KPIs including time limits please refer to the Fund's Administration Strategy as may be updated from time to time.