

BUYER

AND

SUPPLIER

FACILITIES MANAGEMENT MARKETPLACE CONTRACT

REF: RM3830

CALL-OFF SCHEDULE 6

TUPE SURCHARGE

IN THIS SCHEDULE, THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS AND THEY SHALL SUPPLEMENT (I) JOINT SCHEDULE 1 (DEFINITIONS) AND (II) CALL –OFF SCHEDULE 2 (STAFF TRANSFER):	
DEFINITION	MEANING
“Annual Pension Cost”	means Employer Pension Contributions, subject to the Employer Pension Contribution Cap;
“Direct Award TUPE Risk Premium”	means the % of the total price of the Deliverables as submitted by the Supplier within Framework Schedule 3 – Annex 1 (Rates and Prices) to cover the risk of employees transferring on terms which are protected by Employment Regulations;
“Cost of Change”	means any costs that will be incurred in managing the transition of an individual who is listed as a TUPE employee, and will not be required to fulfil a role as part of the new contract, within the Call Off Pricing Matrix. Examples could include but not be limited to: staff consultation, redeployment costs, short-term salary cover associated with redeployment or release of labour, and temporary staffing;
"Employer Pension Contribution"	means standard employer pension contributions paid in accordance with the relevant pension scheme rules and used in the calculation of the Direct Award TUPE Risk Premium less any costs recoverable under paragraph 6 of Annex D3: LGPS of Part D Pensions of Schedule 2 Staff Transfer;
"Employer Pension Contribution Cap"	means the 6% maximum rate of Employer Pension Contribution used in the calculation of the Direct Award TUPE Risk Premium;
"Other Pension Cost"	<p>means:</p> <p>a) in respect of CSPA Eligible Employees those sums set out at Clauses 7.1.1 (annual administration charges covering core services), 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the CSPA Admission Agreement;</p> <p>b) in respect of NHSPA Eligible Employees, the standard employer contribution rate applicable to NHS Pensions employers during the Contract Period and payable by the Supplier (but no other costs, contributions, charges or surcharges payable</p>

	<p>by the Supplier to or in respect of NHS Pensions or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Buyer);</p> <p>c) in respect of LGPS Eligible Employees, the standard employer contribution rate applicable to LGPS Eligible Employees during the Contract Period and payable by the Supplier such sums expressed and set out in the rates and adjustments certificate under regulation 62 of the LGPS Regulations (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS unless otherwise agreed in writing by the Authority) less any costs recoverable under paragraph 6 of Annex D3: LGPS of Part D Pensions of Schedule 2 Staff Transfer; and</p> <p>d) such other pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Buyer in writing to constitute "Other Pension Costs"</p>
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1. DIRECT AWARD TUPE RISK PREMIUM

- 1.1. The Direct Award TUPE Risk Premium shall be as set out in Annex 1 - Framework Schedule 3 (Framework Prices).
- 1.2. The Direct Award TUPE Risk Premium shall apply for the Call Off Contract Period and no changes shall be permitted except as set out in paragraph 2 of this Schedule 6 (TUPE Surcharge).

2. EMPLOYER PENSIONS CONTRIBUTION CAP & OTHER PENSION COST

- 2.1. Where any Annual Pension Cost would have included Employer Pension Contribution in excess of the 6% Employer Pension Contribution Cap or Other Pension Costs, the Supplier may request a pension adjustment to cover the additional cost. Such request for a pension adjustment to be must be submitted to the Buyer, no later than 20 Working Days after the end of the relevant Contract Year.
- 2.2. If the Supplier requests a pension adjustment in accordance with the provisions of paragraph 2.1. above to the Direct Award TUPE Risk Premium they must provide sufficient evidence to the Buyer to justify the pension adjustment.
- 2.3. On receipt of the Supplier's calculation of the pension adjustment the Buyer shall either:
 - 2.3.1. Notify the Supplier in writing of acceptance of the pension adjustment;
 - 2.3.2. Request further information/evidence; and/or
 - 2.3.3. Request a meeting to discuss/clarify the evidence provided.

- 2.4. Where the pension adjustment in Paragraph 2.1 is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing.
- 2.5. In the event that the Supplier and the Buyer are unable to agree the pension adjustment, they shall follow the Dispute Resolution Procedure.
- 2.6. If paragraph 2.4 above applies, the excess amount calculated for the pension adjustment is not included in any calculation of the Direct Award TUPE Risk Premium Average.
- 2.7. Any pension adjustment agreed by the Buyer over the Employer Pension Contribution Cap or in respect of Other Pension Cost shall be paid within timescales as agreed between Buyer and Supplier.

3. COST OF CHANGE

- 3.1. There shall be no Cost of Change for the Direct Award TUPE Risk Premium