

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract v1.0

SCHEDULE 2.7

SERVICE RECIPIENTS

Service Recipients

1 SERVICE RECIPIENTS

- 1.1 The Authority has entered into this Agreement both for its own benefit and for the benefit of the Service Recipients.
- 1.2 The Supplier shall provide the Services to the Service Recipients in accordance with, and subject to, the terms of this Agreement.
- 1.3 The provision of any of the Services for the benefit of a Service Recipient shall be without prejudice to the terms and conditions of any existing agreement which may have been entered into by the Supplier and such Service Recipient (as appropriate).
- 1.4 Nothing in this Agreement shall create or be deemed to create a supplier customer relationship between the Supplier and any Service Recipient at a contractual or management level but, without prejudice to that position, in providing services and dealing with service related issues, at the level of the end user, the Supplier will deal directly with the end users or their relevant representatives in the Service Recipient.
- 1.5 If there is a Default by the Supplier, any liability of the Supplier as a result of such Default shall be dealt with as between the Supplier and the Authority under the terms of this Agreement, provided that:
 - (a) if any Service Recipient suffers or incurs any losses and/or damages as a direct result of any such Default or is entitled to make a claim under Clause 19 (*IPRs Indemnities*), such losses and/or damages shall be recoverable from the Supplier, and such claim shall be made against the Supplier, under this Agreement by the Authority (and not by the Service Recipient) and shall be subject to Clause 25 (*Limitations on Liability*); and
 - (b) the Authority shall procure the agreement of the Service Recipient to the provisions of this Schedule 2.7 prior to the commencement of provision of any services to that Service Recipient.
- 1.6 Where compliance with any obligation or responsibility of the Authority is necessary in order to enable the Supplier to supply the benefit of a Service to a Service Recipient, responsibility for compliance shall remain with the Authority but compliance by the Service Recipient shall be deemed to be compliance by the Authority.
- 1.7 Other terms and conditions applicable to the provision of Services to any Service Recipient are as follows:
 - (a) the maximum period for which the Service Recipient may enjoy the benefit of the Services shall be the duration of this Agreement;
 - (b) to the extent that the Service Recipient receives the benefit of the Services, the term "Authority Data" shall be deemed to extend to any data of the Service Recipient;

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- (c) for the purposes of this Agreement, the Services received by the Service Recipient shall be treated as though provided to the Authority and references to the Authority in Clause 17 (*Licences Granted by the Supplier*) shall be deemed to include references to the Service Recipient;
- (d) a right, indemnity or any limitation or exclusion of liability in favour of the Authority, is intended by the Parties to be a right or benefit of such Service Recipients, as if such Service Recipients had been parties to this Agreement;
- (e) the Authority shall ensure that any relevant Service Recipients shall comply with the Dispute Resolution Procedure in respect of any Disputes regarding the Services which involve such Service Recipients. In respect of any such Disputes, the Authority shall participate in and manage the Dispute Resolution Procedure on the applicable Services Recipient's behalf and the Supplier agrees that such Disputes may be so managed by the Authority; and
- (f) the Parties agree that no consent from any Service Recipient is required for the Parties to vary or terminate this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such Service Recipients).

1.8 Notwithstanding that the Service Recipients shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Agreement will operate in relation to the Authority and Service Recipient:

- (a) the Supplier's obligation in regards to reporting will be owed to each Service Recipient and the Authority separately;
- (b) the Authority and Service Recipients shall be entitled to separate invoices in respect of the provision of Services;
- (c) the separate invoices will correlate to the Services provided to the respective Authority and Service Recipient; and
- (d) any KPIs and corresponding Service Credits will be calculated in respect of each Service Recipient and the Authority, and they will be reported and deducted against Charges due by each respective Service Recipient and the Authority.

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2 SERVICE RECIPIENTS

- 2.1 This paragraph lists the Service Recipients to which the Supplier has agreed that it shall provide Services in accordance with Paragraph 1.2 above.

1.	Name of Service Recipient:	Government Banking	
	Service line	Service Description	Charging reference
	As detailed in Schedule 2.1	As described in Schedule 2.1	As detailed in Schedule 7.1

2.	Name of Service Recipient:	HMRC	
	Service line	Service Description	Charging reference
	As detailed in Schedule 2.1	As described in Schedule 2.1	As detailed in Schedule 7.1

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2.	Name of Service Recipient:	HMT	
	Service line	Service Description	Charging reference
	As detailed in Schedule 2.1	As described in Schedule 2.1	As detailed in Schedule 7.1