

Schedule 17 (Service Recipients)

1. When you should use this Schedule

- 1.1 This Schedule is required where Service Recipients want to join with the Buyer to efficiently contract collectively under a single Contract rather than as separate individual buyers under separate contracts.

2. Definitions

- 2.1 **"Service Recipients"** means a person named as such in Annex A to this Schedule which shall be incorporated into the Award Form.

3. Service Recipients benefits under the Contract

- 3.1 The Buyer has entered into this Contract both for its own benefit and for the benefit of the Service Recipients.
- 3.2 The Service Recipients who are to benefit under the Contract are identified in Annex A to this Schedule which shall be included into the Award Form.
- 3.3 Service Recipients shall have all of the rights granted to the Buyer under the Contract as if they had been parties to the Contract themselves. Accordingly, where the context requires in order to assure the Service Recipients rights and benefits under the Contract, and unless the Buyer otherwise specifies, references to the Buyer in the Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Service Recipients.
- 3.4 Each of the Service Recipients will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of the Contract pursuant to CRTPA.
- 3.5 The Parties to the Contract may in accordance with its provisions vary, terminate or rescind the Contract or any part of it, without the consent of any Service Recipient.
- 3.6 The enforcement rights granted to Service Recipients under Paragraph 3.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of the Contract on behalf of a Service Recipient;
 - 3.6.2 any claim from a Service Recipient under the CRTPA to enforce the Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Service Recipient to do so;
 - 3.6.3 the Buyer will ensure that Service Recipients comply with the Dispute Resolution Procedure in respect of any Disputes that involve a Service Recipient; and
 - 3.6.4 the Supplier's limits and exclusions of liability in the Contract shall apply to any claim to enforce the Contract made by the Buyer on behalf of a Service Recipient and to any claim to enforce the Contract made by a Service Recipient acting on its own behalf.
- 3.7 Other terms and conditions applicable to the provision of the Deliverables to any Service Recipient are as follows:
 - 3.7.1 if a Service Recipient needs to comply with an obligation or responsibility of the Buyer to allow the Supplier to provide the Deliverables, the Buyer will remain responsible for this compliance, but compliance by the Service Recipient will be deemed to be compliance by the Buyer;

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- 3.7.2 to the extent that the Service Recipient receives the benefit of the Services, the term "Government Data" will be deemed to extend to any data of the Service Recipient;
- 3.7.3 during the Contract Period, the Buyer and the Supplier may agree in writing to remove or add Service Recipients from the scope of this Contract and, as necessary, adjusting the Charges on an equitable basis, provided that such changes are in all cases compliant with regulation 72 of the Regulations.
- 3.8 If the Buyer and Supplier agree to remove or add a Service Recipient pursuant to Paragraph 3.7.3:
 - 3.8.1 the Buyer may request that the Supplier provide Termination Assistance; and
 - 3.8.2 the Supplier will, if requested by the Buyer as a result of any UK Government reorganisation, provide the Services to any new UK Government entity designated by the Buyer.
- 3.9 Notwithstanding that Service Recipients shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Contract will operate in relation to the Buyer and Service Recipients:
 - 3.9.1 Services will be provided by the Supplier to each Service Recipient and Buyer separately;
 - 3.9.2 the Supplier's obligation in regards to reporting will be owed to each Service Recipient and Buyer separately;
 - 3.9.3 the Buyer and Service Recipients shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.9.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Service Recipients;
 - 3.9.5 the Charges to be paid for the Deliverables shall be calculated on a per Service Recipient and Buyer basis and each Service Recipient and the Buyer shall be responsible for paying their respective Charges;
 - 3.9.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Service Recipient and Buyer, and they will be reported and deducted against Charges due by each respective Service Recipient and Buyer; and
 - 3.9.7 such further adjustments as the Buyer and each Service Recipient may notify to the Supplier from time to time.

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Annex A – Service Recipients

The Deliverables shall also be provided for the benefit of the following Service Recipients:

Name of Service Recipient	Services to be provided	Duration	Special Terms
Department for Environment Food & Rural Affairs	Confirmed using the Variation Procedure.		
Rural Payments Agency			
Animal Plant & Health Agency			
Marine Management Organisation			
Natural England			