



## Terms & Conditions

Wild Atlantic Nature Results-Based Payment Scheme (RBPS)  
2021



This project has received funding from the European Union's LIFE programme under Grant Agreement No. LIFE18 IPE/IE/000002.



# Preface

Wild Atlantic Nature LIFE Integrated Project (IP) is a nine-year environmental project (2021-2029) led by the Wild Atlantic Nature project team of the Department of Housing, Local Government and Heritage. It aims to improve Ireland's performance in conserving habitats, and in particular to improve the conservation status in the Special Areas of Conservation (SAC) Network of blanket bog, a priority habitat under the Habitats Directive. The project works with farmers and local communities to conserve and improve the quality of blanket bogs and associated habitats, and the ecosystem services they provide including clean water, carbon storage and biodiversity.

Wild Atlantic Nature is a broad spectrum multi-faceted project that aims to assist in delivering favourable conservation status across the Natura 2000 network, particularly in blanket bogs in the northwest of Ireland. A total of 10 beneficiaries (see below) are responsible for delivering more than 75 actions over a nine-year period. These actions span across multiple sectors including farming, forestry, tourism, community development and research.

The Wild Atlantic Nature project has received funding from the European Union's LIFE programme under Grant Agreement No. LIFE18 IPE/IE/000002.

Central to the Wild Atlantic Nature project is the development and demonstration of a Results-Based agri-environmental Payment Scheme (RBPS) model across a number of the project sites.

This Terms and Conditions document sets out the detail under which the RBPS programme will be run, however, the project team will monitor its progress and do have the flexibility to adapt and innovate as challenges arise.

It is hoped that this programme will inform the formulation of future agri-environmental schemes in these areas. As such it presents an opportunity for

farmers to be involved in developing policy that could provide long term environmental and economic benefits to their communities into the future.

## Project beneficiaries

The Wild Atlantic Nature LIFE Integrated Project is funded by the European Commission LIFE funding programme. The project brings together the experience and knowledge of 10 partners including the Department of Housing, Local Government and Heritage, the Department of Agriculture, Food and the Marine, Teagasc, Coillte, Bord Na Mona, Fáilte Ireland, University of Santiago de Compostela, Heritage Council, RTÉ, North & Western Regional Assembly.

Part of the remit of Wild Atlantic Nature is to leverage additional complementary funding in order to enhance its impact. Complementary funding sources might include the Rural Development Programme, EU LIFE programme, Horizon 2020/Horizon Europe programme, and exchequer funds.



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# 1. Introduction

LIFE IP Wild Atlantic Nature aims to improve Ireland's performance in conserving habitats, and in particular to improve the conservation status in the Special Areas of Conservation (SAC) network of blanket bog, a priority habitat under the Habitats Directive. This implies targeting the delivery of environmental benefits to associated habitats and species, in addition to being significantly climate and water quality related. Equally, the project aims to deliver benefits for communities in and around Natura 2000 sites through land management, capacity-building and education and awareness activities. These activities include the implementation of a locally adapted Results-Based agri-environmental Payment Scheme (RBPS) for farmers and landowners, establishing and working with community support groups, engaging in tourism promotion activities, delivering schools and community education programmes and administering land management programmes. The project will build on the successes of locally adapted programmes, including EU-funded LIFE and European Innovation Partnerships (EIP).

Central to the project is a pilot Results-Based Payment Scheme (RBPS) which will reward participating farmers for environmental services – including biodiversity, water quality and carbon storage and sequestration – by linking payments to the habitat quality. This rewards farmers for providing public services on their land whilst ensuring the flexibility to farm.

Farmer payments relate to ecological quality for their peatland, grassland and/or woodland habitats. The higher the quality of these habitats, the higher the payment the farmers receive. The quality of the watercourses associated with private lands or commonage will also influence the final payment. This approach has the effect of creating a market for environmental services, and provides an opportunity and incentive for farmers to manage their farm to deliver better quality habitats. This approach differs from traditional agri-environment schemes (e.g. GLAS) where a flat-rate payment is made

independent of environmental quality. The Wild Atlantic Nature RBPS will be run by the project team who will support farmers and their advisors.

This document sets out the Terms and Conditions of the Wild Atlantic Nature Results-Based Payment Scheme. Further information on the administration and operation of the programme is available on the project website ([www.wildatlanticnature.ie](http://www.wildatlanticnature.ie)). All project related documents and forms will be made available to download from the website or can be requested directly by contacting the project team.

## 2. Definitions

**‘Advisor’** shall mean a person who is Farm Advisory Service (FAS) approved and who has attended and completed all the relevant Wild Atlantic Nature project training.

**‘Agreement’** shall refer to this document.

**‘Annual Works Plan’** shall mean a document produced by an advisor detailing the actions nominated for the coming year. The document is redrafted annually.

**‘Commonage’** shall mean lands farmed in common. They are included in the Department’s commonage container.

**‘Commonage Management Plan’** (CMP) shall mean a GLAS management plan prepared by an approved commonage advisor for each commonage greater than 10 hectares.

**‘Contract’** shall mean the contract between the participant and Department of Housing, Local Government and Heritage (Wild Atlantic Nature LIFE Integrated Project (IP)). It shall run from the date of receipt by the Wild Atlantic Nature LIFE IP of a signed contract until December 31st, 2022.

**‘DAFM’** shall mean the Department of Agriculture, Food and the Marine and its successors.

**‘DHLGH’** shall refer to Department of Housing, Local Government and Heritage and its successors.

**‘Farm’** shall mean economic management unit, including all the management units in the state under the control (or part thereof in the case of commonage) of the farmer.



**‘Farm Plan’** (also called ‘Wild Atlantic Nature Farm Plan’) shall mean a map based document prepared by the Wild Atlantic Nature project team that outlines the extent of the participants farm holding.

**‘Farmer’** shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons (*i.e.* a registered farm partnership) with a single herd number who have submitted a Basic Payment Scheme application in the current year.

**‘Farming’** shall include the production, rearing or growing of agricultural products, including harvesting, milking, breeding animals, and keeping animals for farming purposes.

**‘Floodplain’** shall mean lands adjacent to the main river channels that are subject to river flooding and contiguous areas of important water course as determined by its stream order.

**‘GLAS’** shall mean the Green, Low-carbon, Agri-environment Scheme approved by the European Commission as a measure in Ireland’s Rural Development Programme 2014-2020.

**‘GLAS Commonage Management Plan’** shall mean the Commonage Plan, as drawn up by a trained agricultural advisor as a requirement of the Commonage sub-measure in the GLAS programme. The plan sets out defined stocking levels and activities for participant farmer(s). The plan is based on a comprehensive site assessment, complemented by other pertinent data such as livestock numbers and types of habitat.

**‘IUCN’** shall mean the International Union for Conservation of Nature.

**‘Lease’** shall mean any term of rental agreement on lands occurring within the Wild Atlantic Nature target area.

**'Local Advisory Group'** shall mean a group of stakeholders convened to advise the project team on the development of the RBPS. This group will likely be formed in 2022.

**'LPIS'** shall mean Land Parcel Identification System.

**'Management Unit(s)'** shall mean a plot or group of contiguous plots that are managed as a single unit under the Wild Atlantic Nature programme, often delineated by a physical boundary.

**'Main river channel'** refers to predetermined stretches of river channel within the target areas as defined by its Stream Order.

**'Natura 2000'** shall mean lands designated under Directive 79/409/EEC and Directive 92/43/EEC (Birds and Habitats Directives).

**'NHA'** shall mean Natural Heritage Area.

**'Participant'** shall mean the farmer that is participating in the Wild Atlantic Nature programme. This also includes joint herd owners.

**'Wild Atlantic Nature programme'**, also referred to as 'the programme' shall mean the RBPS programme developed as part of the EU LIFE programme approved by the European Commission and co-funded by DHLGH and DAFM. The programme is administered by the DHLGH.

**'Wild Atlantic Nature team'** or **'Project team'** shall mean the personnel of the Wild Atlantic Nature programme that administer the programme, namely: the Project Manager, Project Administrator, Data & GIS Manager, Public Awareness Manager and the RBPS coordinator and other related personnel.

**'Wild Atlantic Nature target area'** shall refer to the area of lands within the target SACs and predefined vicinity of these.

**'Plot'** shall mean an area of land defined by the project team for the purposes of scoring an individual habitat area.

**‘Plot score’** shall mean a score calculated for a plot using the appropriate scorecard for the habitat as developed by the Project Team.

**‘Project Management Group’** shall refer to the group comprising all of the project beneficiaries and other stakeholders.

**‘Qualifying Interest’** shall refer to the species or habitat for which a Special Area of Conservation is designated.

**‘Qualifying land’** shall mean land suitable to be scored and considered for payment.

**‘SAC’** shall mean Special Area of Conservation.

**‘Scorecard’** shall mean a system developed by the Wild Atlantic Nature project team and DAFM for assessing habitat quality in different habitats.

**‘SPA’** shall mean Special Protection Area.

**‘Spread land’** shall mean land that is trafficable by tractor and which has the capacity to take nutrient or slurry application. The term is used to describe areas utilisable for spreading organic fertiliser (slurry).

**Stream order** shall mean the relative size of the stream using the Strahler system. A first order stream flows from its source. Where two first order streams meet, it becomes a second order stream. Where two second order streams meet, it becomes a third order stream, and so on.

**‘Transfer’** shall mean the lease or sale or actual inheritance or anticipated inheritance of land.

**‘Whole-farm’** shall mean all the units used for agricultural activities or managed by a participant farmer situated within the operational target area catchments.

### 3. Wild Atlantic Nature RBPS programme

The primary focus of Wild Atlantic Nature LIFE IP is on blanket bog Natura 2000 sites in the northwest of Ireland. For inclusion in the RBPS programme, sites were prioritised based on size of SAC, number of Qualifying Interests, absence of other similar agri-environmental projects and geographical spread. It is likely that four to five sites will be targeted for the pilot RBPS in 2021 and 2022.

The RBPS result will be measured through field assessment and will be delivered by the Wild Atlantic Nature team with the support of agricultural advisors. The Programme is overseen by a Project Management Group (PMG) with representatives from the Department of Agriculture, Food and the Marine, Department of Housing, Local Government and Heritage, Teagasc, Coillte, Bord Na Mona, Failte Ireland, University of Santiago de Compostela, Heritage Council, RTE, North & Western Regional Assembly. The PMG will also be informed by a Local Advisory Group comprising participant farmers. The delivery of the programme is supported at farm level by two types of payments:

#### 1. Results-based Payment

The results-based payment consists of a **Habitat Quality Payment** – for the provision of high quality natural habitats – and, where applicable, a **Floodplain Payment** - for maintaining natural flood processes along main river channels.

These payments will be adjusted based on the outcome of a whole-farm assessment.

#### 2. Supporting Actions Payment

In addition, a **Supporting Actions Payment** is available for actions completed by the farmer aimed at improving habitat quality.

Results-based payments under the programme are made annually in arrears and based on the habitat quality delivered by 15<sup>th</sup> August<sup>1</sup> each year, *i.e.* the latest date for scoring habitats. Payments for supporting actions will be made on a quarterly basis following declaration of completion of works by the farmer. The programme is part of a package that supports farmers in the Wild Atlantic Nature operational area along with payments relating to the Basic Payments Scheme (BPS) (and Basic Income Support for Sustainability (BISS) under the CAP post-2023), Areas of Natural Constraint (ANC), and Green, Low Carbon and Agri-Environment (GLAS) schemes. The programme is independent of GLAS and all payments through the programme are separate from (and in addition to) GLAS payments. Double payment with other schemes will be avoided as outlined in Section 14.

## 4. Eligibility criteria and programme requirements

To be eligible to apply to join the programme applicants must be:

- 18 years of age or over on the date an expression of interest is received by the project team.
- An active herd owner, *i.e.* submit a valid annual application under the Basic Payment Scheme, including the declaration of all lands farmed.
- Farming at least one parcel containing qualifying lands within or partially within a Wild Atlantic Nature target area (see **Appendix I** for national map of operational areas, detailed maps can be requested from the project team or viewed on the project website - [WildAtlanticNature.ie](https://WildAtlanticNature.ie)).

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<sup>1</sup> During 2021, the scoring deadline is 31<sup>st</sup> August.

To participate in the programme it is also necessary to:

- Agree to abide by the Terms and Conditions as outlined in this document for the duration of the contract.
- Engage the services of an **approved advisor**<sup>2</sup> to carry out scoring of habitats each year and submit an annual works plan (see **Section 9** for advisor requirements).
- Attend training during each year of the programme.
- Maintain records of the delivery of agreed commitments undertaken in the farm plan or annual works plan.
- Facilitate access to lands by the project team and associated contractors at an agreed time.

## 5. Land eligibility for the Wild Atlantic Nature programme

All farm land within the Wild Atlantic Nature target area can be considered for payment<sup>3</sup> with the exceptions of buildings (and their curtilage), extensive water, farmyards, quarries, and commercial forest. On commonage lands it is the fraction declared by the participant on their current BPS application that is considered for payment. Payment will only be made on that part of the commonage parcel occurring within the Wild Atlantic Nature target area.

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<sup>2</sup> List of approved Wild Atlantic Nature programme advisors will be maintained on the project website ([WildAtlanticNature.ie](http://WildAtlanticNature.ie)) following initial training of advisors.

<sup>3</sup> Although land may be eligible for the programme, it must be of sufficient quality to attract a payment.

Where the Wild Atlantic Nature target area boundary splits a land parcel, only the proportion within the target area will be paid on.

Lands must have been declared on the applicant's current BPS application to be considered for the programme<sup>4</sup>. The project team will make use of BPS data provided by DAFM to determine that those lands are being claimed on by the applicant in the current year of the programme and to avoid the risk of double payments. Participants will provide up-to-date information on their most recent BPS application and inform the project team of any amendments that are made to their BPS application.

As required under existing legislation, the farmer shall adhere to the provisions of their Basic Payment Scheme, Area of Natural Constraint, and other provisions as required by DAFM, including maintenance of land in Good Agricultural and Environmental Condition (GAEC), compliance with Statutory Management Requirements (SMRs) which includes compliance with Activities Requiring Consents (ARCs) / Notifiable Actions, and ensure that the cross compliance standards are fully met.

## 6. Application procedure

Entry to the programme will be on a phased basis over the first two years by which time the programme budget is likely to be fully assigned. The initial round of recruitment will take place during June and July 2021. The second round of recruitment is likely to commence in early 2022. Farmers that wish to apply to participate in the programme must initially complete and submit the single page Expression of Interest form (**Appendix II, Form WANF1**). The submission of this form authorises the project team to access the applicant's BPS data in order to prepare a **farm plan**. It also gives consent to the project

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<sup>4</sup> BPS land eligibility may not be a factor in determining qualifying land for the Wild Atlantic Nature Project.

team to enter onto lands to carry out pre-approval inspections. In the case of joint herd numbers and registered farm partnerships, all persons attached to the herd number or farm partnership number must sign all forms pertaining to the programme.

Following a review of the application, successful applicants will be issued with a contract offer (**Appendix II, Form WANF2**) and a Wild Atlantic Nature farm plan. This contract offer must be signed by the applicant and returned to the Wild Atlantic Nature project team within 2 weeks of the date on the offer. At this time the successful applicant must also submit a completed bank details form (**Appendix II, Form WANF3**) and a nomination of farm advisor form (**Appendix II, Form WANF4**). All unsuccessful applicants will be notified at the end of the recruitment window.

## 7. Selection criteria

The selection of participants is based on farm information from the applicant's BPS application from the previous year. As funding is limited, it may not be possible to accommodate all eligible applicants at the pilot stage. Participants will be shortlisted for acceptance at regular intervals during the recruitment phase. Unsuccessful applicants that meet the requisite criteria will automatically roll over to be considered again for the next round of recruitment, therefore it is recommended that prospective applicants submit an application at the earliest possible time to increase their chances of being accepted. Private lands and commonage lands will be treated separately in the application process as summarised in the following sections.



## 7.1 Private Lands

For each Wild Atlantic Nature target area, and for both private lands and commonage lands, applicants will be ranked by the project team according to the criteria outlined below<sup>5</sup>:

1. Land parcels (for both Private and Commonage subgroups) proposed are within target area sites, with categorisation as follows:
  - (a) Fully in Natura 2000;
  - (b) Partially in Natura 2000;
  - (c) Non-Natura 2000.
2. Presence of high quality watercourses that intersect target Natura 2000 sites:
  - (a) Presence of high quality watercourses that connect with or discharge to target Qualifying Interest (QI) sites – Prioritised by stream order<sup>6</sup> with higher order having a higher relative priority.
3. Lands proposed contribute to a well distributed geographic spread across the Wild Atlantic Nature areas:
  - (a) Lands not currently involved in other locally-led agri-environmental schemes (e.g. EIPs) will be prioritised.
  - (b) Compatibility with other schemes or programmes will be considered if an overlap of operational areas occurs.

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<sup>5</sup> Full criteria details will be outlined in the selection process technical reports for the Wild Atlantic Nature project

<sup>6</sup> Stream order is a measure of the relative size of streams. The smallest tributaries are referred to as first-order streams, with larger streams and rivers being a higher stream order.

4. Notable presence of features of conservation concern regularly occurring on the lands proposed:
  - (a) Habitat with potential to become Annex I (Habitats Directive) if subjected to suitable management.
  - (b) Annex II (Habitats Directive) or Annex I (Birds Directive) species present.
  - (c) Birds of Conservation Concern (BOCCI) Listed Species present.
  - (d) Flora Protection Order species present in reasonable numbers.

Following this framework, applicants will then be individually ranked within these categories according to the four tier selection criteria. This means that within each category the highest rank will be assigned to the applicant with the highest proportion of target habitat in relation to land area. Participating farmers with private lands within the Wild Atlantic Nature target area will only get paid on their commonage shareholdings where they are associated with a priority commonage parcel (see **Section 0** below). Due to the programme being a pilot scheme, a representation of each of the farm size categories will be selected. As a general rule private farms less than 2ha in extent will be considered at the lowest priority level for entry to the programme, unless they are located within a critical site as determined by the project team.

Where a farmer has private lands both within and outside of the Wild Atlantic Nature target area, only lands within the target area will be considered for inclusion in the programme.

## 7.2 Commonage

A review of commonage areas within each Wild Atlantic Nature target area was undertaken to identify key commonage parcels that are a priority for the programme, based on their potential contribution towards the overall aims of the project.

The project team will work with the commonage shareholders and their advisors with the aim of recruiting the maximum number of active shareholders. There is no guarantee that applications from landowners in

priority commonages will be accepted into the programme beyond the initial recruitment window. Depending on Wild Atlantic Nature budget availability the list of priority commonages may be extended in future years of the programme to include lower ranking commonage parcels.

Commonage LPIS parcels less than 5ha in extent will be considered at the lowest priority level for entry to the programme, unless they are located within a critical site as determined by the project team.

The same selection criteria used for private lands will be applied to each individual commonage LPIS parcel that occurs within Wild Atlantic Nature target areas. The highest ranking parcels in each Wild Atlantic Nature target area are included on the list of priority commonages. The extent of commonages at the river catchment level is also considered to potentially facilitate ecological connectivity within areas of particular importance.

In the case that a farmer with private land within the Wild Atlantic Nature target area expresses an interest in joining the programme on the basis of having a shareholding within a priority commonage parcel, then the private land in the farmer's ownership (occurring within the Wild Atlantic Nature target area) must also be included within the programme. In the case where a commonage participant has private lands outside of the Wild Atlantic Nature target area, those lands will not be included in the programme.

## 8. Wild Atlantic Nature farm plan

On entry to the Programme, the Project Team will prepare a Wild Atlantic Nature programme **farm plan**. The farm plan consists of a document which provides summary details of the farm, a list of Wild Atlantic Nature plots and an associated map. At the end of each year, a payment sheet will be issued, which will summarise the results that give rise to the payment on each individual plot. This sheet will also include specific management recommendations relevant to each plot for the farmer to consider in order to

improve the result and associated payment. If a farmer wishes to undertake supporting actions to increase their score, the farm plan will be supplemented by an **annual works plan** to identify the locations and details of proposed supporting actions on the farm plan map.

## 8.1 Annual works plan

In addition to the overall **farm plan**, all participating farmers will be invited to draw up, in consultation with their advisor, an annual works plan; this will be prepared each year by the participant's advisor. The **annual works plan** will include details on supporting actions to be undertaken on the farm with the aim of helping the farmer achieve a higher environmental score in future years. This annual plan shall be submitted by the advisor to the project team.

The annual works plan will include the following information:

- Map showing location of all planned works for that year in relation to the farm plots.
- Details of the proposed actions including quantities, methods, unit costs, funding rates, and any consents/legal requirements.

The annual works plan is intended to set out a clear plan of action for the farm and may be re-drafted annually. The plan is submitted to the project team for approval. Any amendments requested by the project team will be agreed with the farmer and their advisor.

## 9. Programme advisors

On accepting a contract offer all participating farmers must nominate an approved advisor. In the case of commonages, a single advisor will need to be nominated by a majority of the participating shareholders. In many cases a suitable **commonage advisor** may fill this role (subject to their approval as a Wild Atlantic Nature programme advisor). Where this is not possible, the

project team can assist participating farmers in identifying an alternative advisor, or where deemed most appropriate the project team may fulfil the role.

Wild Atlantic Nature farm advisors will be approved after appropriate training. Only Farm Advisory Service (FAS) approved advisors who have successfully completed Wild Atlantic Nature advisor training will be included on the list. Wild Atlantic Nature advisor training will be delivered by the project team and will include practical training in scoring habitat plots, carrying out whole-farm assessments, preparing annual works plans, and submission of data to the project team. Approved advisors will be required to attend an annual refresher course during the duration of the programme.

Participating farmers nominate their chosen advisor by submitting a completed advisor nomination form to the project team (see **Appendix II, Form WANF4**). This must be done prior to the advisor assessing their farm in their first summer participating in the programme. For the pilot programme, advisory costs will be paid by the Wild Atlantic Nature project.

The advisors will work closely with the farmer and the project team. The main responsibilities of the advisor include:

- Review of overall farm plan;
- Annual scoring of habitats;
- Annual whole-farm assessment;
- Annual submission of results of habitat scoring and whole-farm assessment; and
- Drafting and submission of annual works plans.

On approval to work on the programme, advisors will be required to abide by the Wild Atlantic Nature **advisors code of conduct**. Advisors who consistently fail to attend training (by missing two or more refresher courses), who are

found to have knowingly falsified payment claims or other information, or who fail to co-operate with the project team, or are found to be in breach of the advisors code of conduct may have their approval to work on the programme revoked.

## 10. Participant training

All participants are required to attend a one full-day training course in each year of the programme. Where the farmer is unable to attend, they must nominate in writing a named representative to attend on their behalf. A representative can only be used in exceptional circumstances and cannot be another participating farmer. Non-attendance at training will lead to a 10% reduction on all payments in that year. Where demand exists, specialist courses may be provided to selected participants on topics such as control of invasive plant species and bog reactivation. The project team may hold additional voluntary workshops for participants throughout the programme duration, depending on demand.

## 11. The Wild Atlantic Nature programme contract

The Wild Atlantic Nature project and as such all aspects of the programme are subject to change in response to participant feedback and programme monitoring.

**Parties to the Contract.** The Wild Atlantic Nature programme contract is between the Wild Atlantic Nature project and the participating farmer.

**Contract Offer.** The project team will review and select applicants on a periodic basis during the recruitment windows. Successful applicants will be offered a contract. This must be signed by the applicant and returned to the project team **within two weeks** of the offer being made.

**Lapse of Contract Offer.** If the official signed contract offer is not received by the Wild Atlantic Nature project within two weeks of being issued, the offer will lapse. The applicant is free to apply again but a further contract offer cannot be assured.

**Contract Duration.** The contract shall run from the date that a signed contract is received by the project team, provided full adherence to these Terms and Conditions, until 31st December 2022, unless the Wild Atlantic Nature programme team and both parties are agreed on any proposed extension to this period.

**Transfer of Contract.** The contract is non-transferable, except in cases where the entire farmed area relevant to the programme is transferred to a new owner. In these cases, the new owner may opt to continue with the contract. Should part of the holding be transferred to another party, the transferee has no automatic right to participate in the programme and an application to do so must be made to the project team for approval.

**Adding Land to Contract.** Where an existing participant buys or leases additional land within a Wild Atlantic Nature target area during the term of the contract, then the lands will be included in the programme and added to the farm plan. The land details will be cross checked against the participant's most recent BPS application. Only land included in the most recent BPS can receive payment.

**Removing Lands from Contract.** All farm land within Wild Atlantic Nature target area under the control of the participant are included in the programme. Any reduction in land should be notified to the project team and subsequently be removed from the farm plan.

**Leased Land.** Farm land leased by participants that occur within Wild Atlantic Nature target areas will be included in the programme and treated the same as privately owned farm land.

**Withdrawal from Contract.** The participating farmer is free to withdraw from the contract after one month's notice in writing to the project team. No further payment claims will be considered after the receipt of this notification.

**Termination of Contract.** The contract may be terminated by the project team in the event of serious over-claims or fraudulent claims for payment.

**Abandoned Contracts.** If the participant has not submitted a claim for payment or an annual works plan by December 31st each year, the contract may be deemed as abandoned. An abandoned contract may be terminated after one month's notice in writing to the participant and to their advisor.

## 12. Farmer payments

Farmer payments will be made directly to the farmer's bank account by the project team. The regulations that govern the operation of the Wild Atlantic Nature programme do not permit direct area based payments in the same manner as more traditional agri-environmental schemes.

Participating farmers have the opportunity of two main payment strands as follows:

### (1) Results-based payment

- **Habitat quality payment** – for the provision of high quality habitats.
- **Floodplain payment** - for maintaining natural flood processes along main river channels.

These payments will be adjusted based on the outcome of a whole-farm assessment.

The results-based payments are calculated based on the quality of terrestrial habitats as defined by a score achieved at the plot level. These payments are then subject to an adjustment based on the outcome of a whole-farm



assessment and the potential risks to the wider environment. On critical sites, the project team may develop a customised scoring system based on the characteristics and value of the site.

## **(2) Supporting Actions Payments**

Payment for measures as agreed with the project team and completed by the farmer aimed at improving habitat quality.

### **12.1 Results-based payment**

#### **Habitat quality payment**

Wild Atlantic Nature programme payments are made to farmers based on habitat quality at the plot level. Habitat quality relates to specific environmental goals which reflect habitat condition, landscape value/richness of biodiversity, soil health, and water quantity and quality.

The quality of three overall farm habitats in each Wild Atlantic Nature target area (grassland, peatland, and semi-natural scrub/woodland) influences the quality of the surface water in the catchment. Habitat quality will be assessed using a scorecard for each plot. Higher scores reflect higher quality, and higher payments.

The scoring system is quality-based on a scale of 0 to 10. Where a plot scores 0 to 3, this will not receive a payment, regardless of area. The payment scale (Figure 1) increases in varying steps from a score of 4 to the maximum payment rate for a score of 10. All plots can progressively increase their environmental score and associated payment over the lifetime of the farm-plan. The top payment of 10 will only be achieved where the habitat is considered to be in optimal condition and therefore deserving of highest payment for delivering environmental benefits.



Figure 1: Wild Atlantic Nature Payment Scale

## Habitat quality payment rates

Payment rates vary across three area bands, with quality based payment rates declining as farm area increases: 0-30ha, >30-70ha, and >70ha (see Table 1). In calculating results-based payments, the lowest scoring lands will be paid at the higher payment bands. This adds a strong incentive to improve lower scoring lands as any increase in habitat quality (score) will be paid at the highest rate. The same payment rates apply to private lands and commonage lands. Commonage payments will be subject to the same payment rates but a farmers private land area scores will not be taken into account when applying the commonage plots to the banded payments.

Table 1: Payment rates for quality score achieved across three area bands

Payment rates according to quality per ha (€):			
Plot score	A First 30ha	B 31-70ha	C >70ha
<4	0	0	0
4	68	15	5
5	79	18	6
6	90	20	7
7	135	30	10
8	180	40	14
9	203	45	15
10	225	50	17

## Floodplain payment

To reduce the flood peak, and delay its arrival further downstream. In the context of Wild Atlantic Nature project requirements, floodplains are important during high-flow by slowing the rate and reducing the volume of the flow, which in turn decreases potential for river bed and bank-side erosion.

The payment rewards farmers for maintaining active floodplains on their land adjacent to important river habitats. Payment rates vary according to habitat quality as indicated by average habitat quality score along those watercourses. Where a participant or commonage has multiple plots along the river, an average score of these plots will be used. The total length of floodplain will be calculated and assigned to one of three bands (see Table 2). This payment will be added to the farmer's habitat quality payment before being subject to an adjustment based on the outcome of the whole-farm assessment (see below).

Table 2: Floodplain payment relevant to all plots occurring along the main river channels which support important aquatic species

Floodplain payment rates:

Length of river channel (m):	Average plot score:							
	<4	4	5	6	7	8	9	10
< 250m	€ 0	200	225	250	275	300	325	350
250-1000m	€ 0	280	315	350	385	420	455	490
>1000m	€ 0	400	450	500	550	600	650	700

## Whole-farm payment adjustment

Each farm (or parcel in the case of commonage) is subject to a whole-farm assessment (or commonage unit assessment) of environmental quality. This result is used to determine the final results-based payment to the farmer. Three assessments are considered: Farmyard management identifies any risks related to environmental issues such as inadequate storage facilities, leaking oil tanks and inappropriate facilities. Farm nutrient balance assesses the

volume of slurry generated in relation to the availability of suitable spread lands. Watercourse condition assesses all watercourses in relation to risks arising from flow, livestock, sediment and nutrients. Each of the three assessments are allocated a score ranging from 0.3 (poor) to 1.2 (excellent). The result of the whole-farm assessment is the lowest score (0.3, 0.6, 1 or 1.2) achieved in any individual category (Table 3). The final habitat quality score is multiplied by the whole-farm assessment result to determine the results-based payment each farmer will receive.

In the case of commonage parcels, a modified ‘whole-farm assessment’ will be completed, whereby the assessment is based almost exclusively on water course condition assessment (sections C, D and E of the whole-farm scorecard). This will be called the ‘Commonage Unit Score’.

Table 3: Whole-farm pathway assessment and correction factors applied to total result based payment.

Whole-farm assessment result:	
Quality	Correction factor
Poor	0.3 - 30% of the potential results-based payment is awarded
Inadequate	0.6 - 60% of the results-based payment is awarded
Good	1- 100% of the results-based payment is awarded
Excellent	1.2 - a bonus payment of 20% is applied to the results-based payment

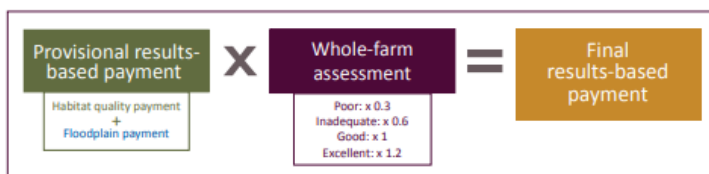
Calculations of results-based payment

Habitat quality is assessed using a specifically designed scorecard and each plot is awarded a score between 0 and 10. All farm plots are ranked according to field score in increasing order. Therefore, lowest ranking plots are paid at band A rates for the first 30ha and subsequent area paid at band B & C rates respectively, where relevant. The habitat quality payment is then calculated by multiplying area of lands by the corresponding payment rate as per figure 2 below. A floodplain payment is added to the habitat quality payment, where applicable.



In order to calculate the final results-based payment, the total of the habitat quality payment plus any floodplain payment is adjusted according to the whole-farm assessment result.

The payment for individual commonage parcels will be calculated in the same way as individual farms. Each commonage will be treated as a single unit (similar to the private farm) for the purposes of determining the area band, i.e. the first 30 ha on any individual commonage in the programme will be paid at Band A, 31-70 ha will be paid at Band B and >70 ha will be paid at Band C. Commonage scores do not impact private farm scores as these are determined separately. Individual shareholders in any participating commonage will be entitled to a share of the final result based payment proportional to their shareholding in the commonage, providing they are also a programme participant.



*Figure 2: Application of whole-farm assessment in calculating final result-based payment*

## 12.2 Supporting actions payments

Supporting actions are voluntary measures that a farmer may choose to undertake with the aim of improving habitat quality. Where a farmer (or group of farmers) wishes to carry out supporting actions, additional funding is available. Typical supporting actions that will be funded by the programme are fencing, invasive species control, livestock drinking facilities, peatland reactivation and drain-blocking. The project team will consider funding other actions that are likely to help meet the project aims, subject to value for money and the necessary consents being in place. Administrative approval for

supporting actions is required prior to works commencing. Supporting actions are subject to specifications related to each individual action. Payment for actions are made following declaration by the participant that the works have been delivered. Applications for supporting actions on commonage are cross-checked against the relevant GLAS **commonage management plans** to avoid double funding. Participants proposing actions on commonage will need to ensure that all necessary permissions are obtained from all other relevant shareholders in the commonage.

## General Conditions

The farmer, supported by the advisor, may propose supporting actions to be submitted to the project team by the end of each year. Following approval by the project team, these actions form the annual work plan to be implemented by the farmer in the following year. Associated payment will be issued on satisfactory completion.

The participant must have attended the initial training course prior to the submission of their first **annual works plan**. In advance of works commencing they must be screened and approved by the project team.

The participant must follow the requirements and guidance provided in the specifications document when completing supporting actions.

The participant declares that the works have been completed at any time during the year but cannot be made after the end (December 31st) of the following year. Non-completed works may be withdrawn/held over and submitted in the following year's work plan.

**Rate of Support.** The project team will co-invest with the participant in the provision of infrastructure that enhances the farmer's capacity to deliver environmental benefits. Support for these actions ranges from 25-50%. Support for actions that directly enhance habitats which support the target objectives of Wild Atlantic Nature and have little or no direct agricultural

benefit may be 75 or 100% funded by the programme subject to the overall cap on funding for actions. Sample supporting actions and the rate of support is provided in Table 4.

Table 4: Rate of support for Supporting Actions.

Supporting action category	Example actions	% funding	Rationale
Environmental benefits with little agricultural benefit	Drain blocking, provision of swales /settlement ponds, water retention measures, earth banks and soil bunds, riparian strips, conversion to semi-natural grassland	100%	These investments have little direct agricultural benefit and will generally be new actions to farmers
Environmental benefits with some low to moderate agricultural benefit	Clearance of invasives, hedgerow planting and maintenance	75%	These actions have a high environmental value with a low agricultural benefit
Environmental benefit comparable to agricultural benefit	Fencing, gates, water/feeding troughs, re-vegetation of bare areas / grasslands, and bridging	50%	These actions have a dual environmental / agricultural benefit
Environmental benefit less than agricultural benefit	Improvements to trackways and associated farm infrastructure	25%	These investments deliver environmental benefits through improved management of access to sites, which also benefits agricultural practice

**Screening and approval of proposed works.** Works must not commence until administrative approval is issued from the project team. This is required to ensure that proposed actions can be evaluated for their suitability, and checked against potential for double payment. Where necessary/possible, the project team will assist the participant with obtaining required consents from regulatory bodies. However, it remains the applicant’s responsibility to ensure that required consents are in place before work commences. All **annual works plans** will be subject to assessment before approval, and this may include a site visit. The project team may refuse, attach conditions, or modify a proposed action if:

- It is considered that the proposed action would not deliver worthwhile environmental benefits.
- The proposed action could cause damage to an existing habitat or present a risk of disturbance to a habitat included in the Wild Atlantic Nature programme or other protected habitats or flora or fauna species.
- The proposed action could cause damage to an archaeological site.
- The proposed action could be damaging to a Natura 2000, Natural Heritage Area, or proposed Natural Heritage Area site.
- The proposed action is inappropriate for the site.

Payment for actions will be made following declaration by the participant that the works have been delivered.

**Retention of Co-funded Infrastructure.** Generally co-funded infrastructure must be kept in place for the remainder of the contract unless prior written consent has been given by the project team for its removal. In the case of larger infrastructure / restoration projects, it may be necessary to retain this for the duration of the LIFE IP.

**Works on Commonage Land.** Supporting action payments can only be made for actions on commonages where programme participants on the commonage agree to them. It is the responsibility of the participant(s) to ensure that all necessary permissions are obtained from all other relevant shareholders in the commonage. The project team will support groups who wish to work together to deliver supporting actions on commonage lands. While such co-operative actions will be encouraged and supported, they are not compulsory. Applications for supporting actions on commonage will be cross-checked against the relevant GLAS **commonage management plan** to avoid double payment.

The list of supporting actions is likely to evolve over the term of the programme. In line with the locally adapted and innovative ethos of the



programme, the project team will consider funding additional bespoke actions beyond those listed in the specifications document. These may, if appropriate exceed the annual allowance outlined above. Such proposals must be based on a comprehensive estimates of labour and material costs and would need to demonstrate a high likelihood of positive environmental benefits.

## 13. Payment Claims

### 13.1 Results-based payment claim

The participant and their advisor will jointly submit a claim for the results-based payment each year on a date of their choosing prior to August 31st. The claim for payment is completed once the advisor has submitted all scorecards to the project team via the online mapping system.

In the case of commonages, a single advisor will assess the commonage on behalf of all participants. Due to the seasonal limitations associated with habitat assessment, late claims cannot be accepted.

### 13.2 Supporting actions payment claim

To claim payment for supporting actions, participants must complete a declaration of completed actions confirming all works were completed by that date. False declarations may result in expulsion from the programme.

Supporting action payment claims may be submitted at any time of the year on completion of works. Farmers are encouraged to only make one claim per year. Payments for supporting actions on commonages can be made to one or more participants subject to agreement, administrative approval and approval by the project team.

Payments will only be made when tasks have been completed to an acceptable standard, as listed in the **supporting actions guidelines** and addressed at farmer training. Failure to complete a task to an acceptable

standard may result in some or all of the payment for that task being delayed, withheld or if necessary recouped.

## 14. Wild Atlantic Nature programme and avoidance of double payments

It is envisaged that many of the programme participants will also be participating in existing agri-environmental schemes. To avoid the risk of double payments, when the participants are in the Low Input Permanent Pasture (LIPP) or Traditional Hay Meadow (THM) measures in GLAS, there is a reduction of the Wild Atlantic Nature RBPS payment by 40% for LIPP and 20% for THM. Prior to any supporting actions being approved, the potential for double payment against GLAS measures (such as riparian margins) is assessed.

Participants in the new Results-based Environment-Agri Pilot (REAP) scheme may apply although it is likely that their Wild Atlantic Nature RBPS payment will be reduced to avoid potential double payments.

## 15. Nutrient management, pesticide use, and other activities

The extent of lands available for spreading **organic fertiliser (slurry)** is a significant constraint within Wild Atlantic Nature target areas. The practice of housing livestock over the winter period gives rise to significant volumes of slurry which, given the prevailing nature of the farmland, can only be spread on a small portion of the farm. These spread lands, which are often near the main river channels, can receive large quantities of slurry, which can therefore pose a significant risk to downstream water quality.

The volume of slurry generated in relation to the availability of suitable spread lands will influence the whole-farm score (see page 18).

Due to the sensitivity of many target habitats and species under the Wild Atlantic Nature programme to the presence of **pesticides** and in order to maintain species diverse habitats, pesticides are not permitted, except for spot treatment of noxious and invasive weeds (subject to specialist training) and rushes. Where present, rushes can be controlled either mechanically, by weed wiping and/or by spot spraying. A minimum buffer zone of 5 m should be maintained from all watercourses. Weed wiping and/or spot spraying can take place throughout the year, although we recommend that the topping of rushes should not be carried out between 15th March and 1st July to avoid the potential of disturbing nesting birds. It should be noted, where pesticide use has affected the flowering plants and herbs in a field, this will reduce the plot's score and result in a lower payment on that plot. Non-chemical control methods should be used as far as possible to control rushes.

Any significant risks of **sheep dipping** operations on the farm will be captured on the whole-farm assessment. In the case where there is a high risk to water quality then farmers will have the option to avail of supporting actions to reduce or eliminate this risk.

The process of **grassland reseed** within the target areas has the potential to negatively impact aquatic habitats and species receptors. This activity is likely to result in a decreased payment to the farmer.

Insertion of **new drainage** and **drain clearance** can negatively impact aquatic habitats and species receptors due to increased flow and potential sediment and nutrient losses to watercourses. These activities may result in a decreased payment to the farmer.

Several of the activities listed above, including the use of pesticide, grassland reseed, drainage, etc., may require administrative approval outside of the Wild Atlantic Nature project, e.g. planning permission.

## 16. Verification of scoring

The project team will make use of Basic Payment Scheme data provided by the Department of Agriculture, Food and The Marine to determine that lands on which payment is claimed are being farmed by the applicant in the current year. The project team aim to verify the scores of each participant in their first year of the programme to ensure an accurate baseline level. These verification checks will not necessarily constitute a complete detailed field verification (they may be partially desk-based), however, a proportion of participant farms during each year of the programme will receive a full verification.

**Timing.** Field verification surveys or audits by the project team can be carried out at any time during the year.

**Notice.** The project team will attempt to notify the participant in advance of the field visit.

**Habitat Assessment.** The habitat quality score is based on the habitat found on the date of the field visit. If the habitat is damaged due to burning, land improvement or other factors this will reduce the score.

**Changes to Plot Scores.** If a field audit or verification survey demonstrates that the habitat quality is different than that claimed by the participant then the final score will be based on the assessment made by the project team.

**Commonage.** If a commonage is selected for a field audit, the result of the assessment of that commonage by the project team will be applied to all participants claiming a payment on that commonage.

## 17. Verification of payment claims

Payments will be made by electronic funds transfer directly to the participant's bank account.

Payments will be made once administrative checks (including on site verification of claims) are complete.

The payment process in respect of results-based payments will commence in the Autumn/Winter of each contract year and will usually be made to the farmer the following spring. Payments for supporting actions will be processed quarterly.

To facilitate the issue of payments, the participant must inform the project team of their banking details and any changes to these throughout the contract. This can be done by completing the **bank details form (Appendix II, form WANF3)**.

## 18. Payment Adjustments

Payment adjustments will apply in the programme in respect of:

**Attendance at Participant Training.** Non-attendance at training will result in a 10% reduction on all payments in that year. Payments for those that miss training in year 1 and year 2 of the programme will be reduced by 20% in year 2.

**Payment Over-claim.** If the score claimed by a participant and their advisor exceeds the score as assessed by the project team by more than 10%, then the results as assessed by the project team shall be paid on. Similarly, in the case where the project team score is higher, then the payment will be calculated on this higher score.

If the score claimed by a participant and their advisor exceeds the score as assessed by the project team by more than 10% then the advisor will be required to attend additional training as deemed appropriate by the project team. Where advisors are found to repeatedly score habitats incorrectly their approval to work on the programme may be revoked.

Where the participant and their advisor claim payment on actions that are not delivered or are only partially delivered, the payment will be based on the value of the completed actions, less the over claimed amount. This correction can be applied to any payment due to the participant.

## 19. Termination of contract

Contracts will be terminated where the project team find intentional and serious breaches of the Terms and Conditions of the programme. Intentional and serious breaches can include, but are not limited to, any of the following; intentional damage to the habitats associated with the participatory farms, intentional damage to other protected habitats, drainage of wetlands, or disturbance to other protected habitats or species. In cases of fraudulent, serious or repeated over claims for payment, the project team can terminate the contract. Where the participant (via the advisor) has not submitted a Wild Atlantic Nature results-based payment claim for payment by December 31st the project team may deem a contract as abandoned.

After one months' notice in writing to both the participant and their advisor, the project team may terminate an abandoned contract.

## 20. Clawbacks

Overpayments to a participant, irrespective of cause will be recovered from future payments. If an action is paid on and it subsequently becomes clear that the action was not delivered or where co-funded investments are not kept in place for the duration of the contract, the sums paid out will be deducted from future payments.

## 21. Programme audits

### EU LIFE audit

The Wild Atlantic Nature project team may be subject to audits and controls from the EU LIFE programme, which may include administrative and on-farm inspections. These are solely to provide checks of the project team, *not* the *farmer*.

### Biodiversity audit

Participating farms may be selected for an independent biodiversity audit in any year of the programme. This would be carried out by an independent expert external to the project. These audits are to inform the development of the project and for reporting purposes. They are independent of the habitat quality verification process and will have no impact on payments.

## 22. Rights of entry

Participants also confirm the right of the project team to make such visits to their lands as are necessary for the administration and monitoring of the programme. The project team will attempt to give reasonable notice to participants before visits.

## 23. Appeals

Participants have the right to appeal a decision made by the project team. The appeal procedure is a two stage process. Where the participant wishes to appeal a decision of the project team, the participant must request that the project team undertake a review of the decision within two months of the date that the participant was informed of the disputed decision. The first stage of the appeal process is a re-examination of the issue by the project team. Following this, if the participant is not satisfied with the outcome of the

review, they may choose to make a formal appeal to an Appeals Commissioner who will be appointed to consider formal appeals.

## 24. Force majeure

Where a participant is unable to continue complying with the commitment(s) given for reasons beyond his/her control, a case may be made under force majeure and the respective payment shall be proportionately withdrawn for the relevant year(s). Reimbursement of support paid in previous years shall not be required and payment may be continued in subsequent years.

The participant, their advisor or a representative of their estate must notify the project team of cases where force majeure is claimed within 10 days of being able to do so. Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of force majeure may be recognised:

- Death of the participant;
- Long term professional incapacity of the participant;
- Expropriation of a large part of the holding if such expropriation could not have been anticipated on joining the programme;
- A natural disaster affecting the holding's agricultural land;
- The accidental destruction of livestock buildings on the farm;
- An outbreak of disease affecting all or part of the livestock on the farm; or,
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

A participant has the right of appeal the decision of the project to an Appeals commissioner who will be appointed to consider formal appeals.



## 25. Derogations

**Terms and Conditions.** Derogations from these Terms and Conditions will only be granted in exceptional circumstances. An application to the project team for a derogation must be made in advance and in writing and must establish that a variation of the normal procedures would in the exceptional circumstances of the case delivering an environmental benefit.

**Specifications.** Applications for a derogation from the specifications for a **supporting action** must be in writing and must accompany the **annual works plan** requesting approval for that action.

## 26. Health and Safety insurance

Works may, at the discretion of the farmer, be carried out to maintain or improve the score of management unit(s) of land entered into the programme. If any or all of the work is being undertaken by a farmer, then he/she should seek competent advice in relation to the safety of the actions and the personnel undertaking the actions on the farmer's behalf. Certain construction dangers may be encountered in the course of completion of actions by farmers. Neither the programme, nor any member of the project team will be in any way liable for any damage, loss or injury to persons, animals or property in the event of any occurrence relating to the actions.

## 27. LIFE IP Wild Atlantic Nature project team

The Wild Atlantic Nature team are responsible for the design, development, and overall administration of the Wild Atlantic Nature programme.

The contact details for the Wild Atlantic Nature LIFE project are:

E-mail: [wildatlanticnature@gmail.com](mailto:wildatlanticnature@gmail.com)

Web: [www.wildatlanticnature.ie](http://www.wildatlanticnature.ie)

## 28. Information and data protection

### 1. Processing by the Contractor

#### 1.1 Subject matter of processing

The processing of personal data pertaining to farmer participants and farm advisors in the RBPS administered by LIFE IP Wild Atlantic Nature is the subject matter.

#### 1.2 Nature of processing

The nature of the data processing is in the management, administration and promotion of the LIFE IP Wild Atlantic Nature RBPS. This includes geographical analysis, eligibility checking, double payment inspection, plot scoring, recording and assessing supporting actions, and facilitating payment under the RBPS. The exchange of data with DAFM on individual farmer payments will be necessary to avoid the risk of double payments.

#### 1.3 Purpose of processing

The processing is required for the purpose of administering and promoting the LIFE IP Wild Atlantic Nature RBPS; to check eligibility for participation in the same; and to facilitate correct payments under the LIFE IP Wild Atlantic Nature RBPS. There will be no processing of the personal data for any purpose other than that for which it was collected.

#### 1.4 Duration of the processing

The personal data itself is retained by LIFE IP Wild Atlantic Nature as long as it is necessary for the purposes for which it was collected and

processed. In line with legislative and business requirements, the data retention period in this instance is fourteen years.

## 2. Types of personal data

The following personal data will be processed in respect of the LIFE IP Wild Atlantic Nature RBPS under this contract:

- LPIS data, in a pseudonymised format, containing a holding identifier and attributes on crop description, commonage details and indication of other farm payment schemes. Re-identification data matching the LPIS data with the correct farm (once an expression of interest has been made in taking part in the LIFE IP Wild Atlantic Nature RBPS).
- Personal data provided by the farmer participant (a data subject); specifically their name, postal address, telephone number, email address, herd number and bank account details.
- The name and contact details for the farmer's nominated farm advisor (another data subject).

## 3. Categories of data subject

LIFE IP Wild Atlantic Nature will process personal data pertaining to:

- Farmers participating in the LIFE IP Wild Atlantic Nature RBPS; and
- Farm advisors collaborating with each farmer participant and with LIFE IP Wild Atlantic Nature.

A Privacy Statement is available to view on the Wild Atlantic Nature website and on request.

Wild Atlantic Nature LIFE IP reserves the right to use anonymised scientific data for recording, research, and training purposes.

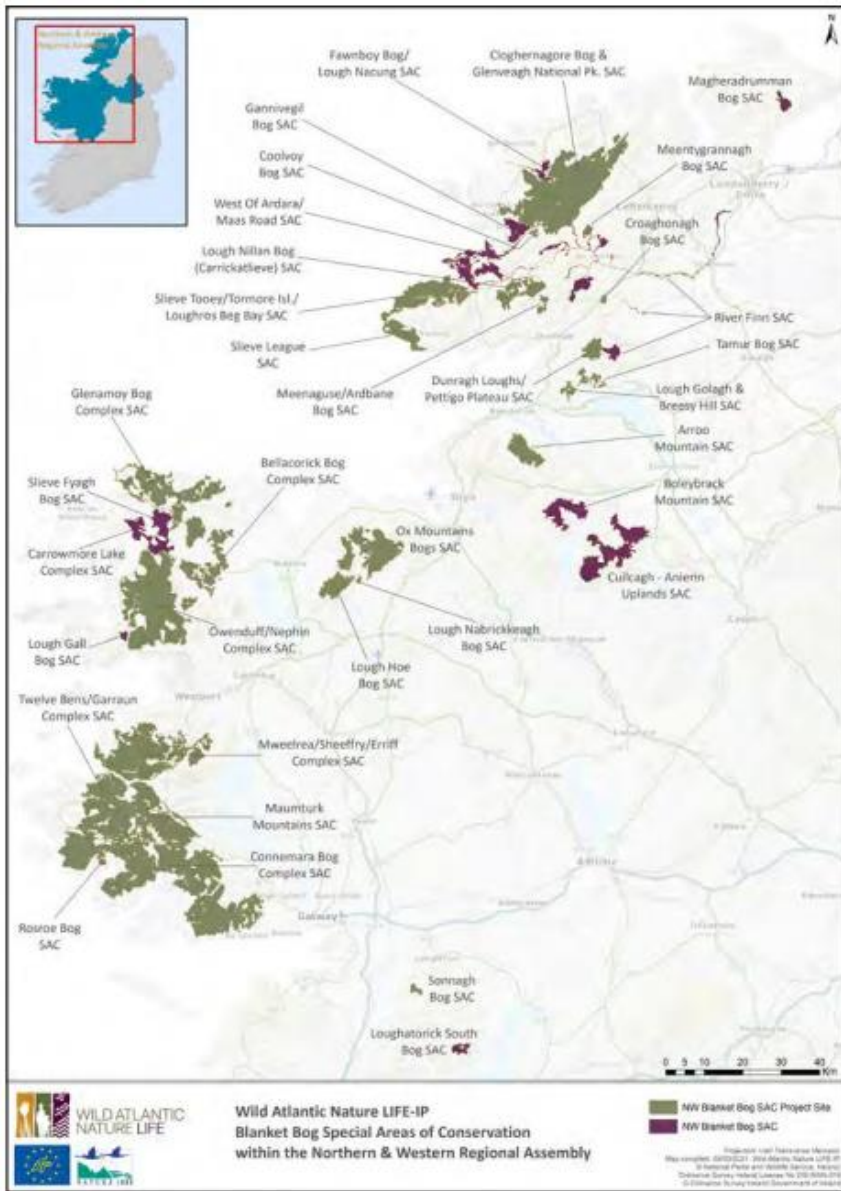
Wild Atlantic Nature LIFE IP reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, research and training purposes and project publicity.

## 29. Further conditions

Wild Atlantic Nature LIFE IP may amend, expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the programme. Any such amendment will be published on the Wild Atlantic Nature website ([www.wildatlanticnature.ie](http://www.wildatlanticnature.ie)) and participants and advisors notified.

Participants are responsible for their own actions and the actions of contractors and others involved in the provision of services to them or involved in carrying out works on their farm.

## Appendix I



## Appendix II: WAN Forms

### WANF1 Expression of Interest Form

WAN\_F1\_EOI

Version 1, Jul 2021



#### Results-Based agri-environmental Payment Scheme (RBPS)

### Expression of Interest Form

To express your interest in participating in the LIFE IP Wild Atlantic Nature RBPS, please read the project information booklet and fill out your details below. Please return the completed form by post to **Wild Atlantic Nature LIFE, The Ballinacree Centre, Gortalough, Ballinacree, Co. Sligo. F52 K752**, or via email to [Julie.Reynolds@housing.gov.ie](mailto:Julie.Reynolds@housing.gov.ie). The closing date is Thursday 10<sup>th</sup> June 2021.

- I wish to express my interest in joining the LIFE IP Wild Atlantic Nature RBPS programme (LIFE18 IPE/IE/000002 under the LIFE Regulation (EU) No 1293/2013).
- I authorise the Wild Atlantic Nature Project Team, under the remit of the Department of Housing, Local Government and Heritage (DHLGH) and associated beneficiary the Department of Agriculture, Food and the Marine (DAFM), to access my herd number, land parcel information and payment scheme participation from DAFM records in order to administer the LIFE IP Wild Atlantic Nature RBPS programme.
- I understand that the data collected for this purpose will be held securely by LIFE IP Wild Atlantic Nature for as long as there is a business need to do so, in line with the purpose(s) for which it was collected. The Privacy Statement on the project website provides more details.
- The data provided for this purpose is being requested in order that an assessment of eligibility for participation in the LIFE IP Wild Atlantic Nature programme can be made. If I choose not to provide this consent I understand that my application for the LIFE IP Wild Atlantic Nature RBPS programme cannot proceed.
- I have read the project information booklet and understand that there is no guarantee that a contract offer will be made in response to this expression of interest.

*Please use BLOCK CAPITALS when completing your details below*

NAME(S): \_\_\_\_\_ Preferred farm advisor should you be accepted onto the programme\*  
ADDRESS: \_\_\_\_\_ FARM ADVISOR  
NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
HERD NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

\* Note: On entry to the programme you will need to formally Nominate an approved Wild Atlantic Nature advisor.

#### FOR OFFICE USE ONLY

Received on: \_\_\_\_\_  
Processed by: \_\_\_\_\_  
Processed date: \_\_\_\_\_

# WANF2 WAN Contract Offer (sample)

WAN\_F2\_Contract Offer

Version 1, Jul 2021



Dept of Housing Local Government and Heritage, Ballinafad, Co Sligo

[www.wildatlanticnature.ie](http://www.wildatlanticnature.ie)

[info@wildatlanticnature.ie](mailto:info@wildatlanticnature.ie)

## LIFE IP Wild Atlantic Nature RBPS Contract

Date of Offer: \_\_\_\_\_

Name: \_\_\_\_\_

Herd Number: \_\_\_\_\_

Your application to the LIFE IP Wild Atlantic Nature RBPS programme has been successful. If you wish to partake in the Programme you must sign and return this contract to LIFE IP Wild Atlantic Nature, Ballinafad, Via Boyle, Co Sligo in the enclosed stamped addressed envelope by \_\_\_\_\_. This contract is between you and LIFE IP Wild Atlantic Nature and runs from the date this signed form is received by LIFE IP Wild Atlantic Nature until December 31st 2022. An enclosed farm plan has been prepared for you which outlines the basic requirements for your participation in the Programme. You must also agree to abide by the LIFE IP Wild Atlantic Nature RBPS, Terms and Conditions for the duration of the Programme.

I wish to avail of this contract and be accepted into the LIFE IP Wild Atlantic Nature RBPS Programme.

I agree to:

- Attend annual training.
- Appoint a LIFE IP Wild Atlantic Nature RBPS Programme approved advisor.
- Submit a payment claim by \_\_\_\_\_
- Authorise LIFE IP Wild Atlantic Nature to enter my lands for monitoring and verification purposes.
- Authorise the LIFE IP Wild Atlantic Nature to access Land Parcel data relating to my farm held by the Dept. of Agriculture, Food and the Marine.
- Comply with the requirements of the LIFE IP Wild Atlantic Nature RBPS Programme as detailed in the Terms and Conditions

To the best of my knowledge, all details on the enclosed LIFE IP Wild Atlantic Nature RBPS farm plan are correct and I agree to the management objectives of the farm plan.

Office Use Only

Received: \_\_\_\_\_

ID \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_

## WANF3 Participant Bank Details (sample)

WAN\_F3\_Participant Bank Details

Version 1, Jul 2021



An Roinn Tithíochta,  
Rialtais Áitiúil agus Oidhreacht  
Department of Housing,  
Local Government and Heritage



WILD ATLANTIC  
NATURE LIFE

### EFT Mandate Form

I hereby authorise that all payments due from the Department of Housing, Local Government and Heritage be paid to the bank / credit union account detailed below.

### **PRIVACY STATEMENT**

The Department is committed to protecting and respecting your privacy and employs appropriate technical and organisational measures to protect your information from unauthorised access. The Department will not process your personal data for any purpose other than that for which they were collected. Personal data may be exchanged with other Government Departments, local authorities, agencies under the aegis of the Department, or other public bodies, in certain circumstances where this is provided for by law. The Department will only retain your personal data for as long as it is necessary for the purposes for which they were collected and subsequently processed. When the business need to retain this information has expired, it will be examined with a view to destroying the personal data as soon as possible, and in line with Department policy. The Department's Privacy Statement and further information on Data Protection can be found on our website at: <https://www.housing.gov.ie/corporate/compliance/data-protection/privacy-statement>

### Supplier Details

Supplier/Grantee  
Name: \_\_\_\_\_

Supplier/Grantee  
Address: \_\_\_\_\_

Please include Eircode \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Tax Reg. or PPS Number: \_\_\_\_\_

Charity Reg. Number: \_\_\_\_\_

### Bank Account Details

Name(s) of Account								
Bank / Credit Union Name								
Bank / Credit Union Address								
BIC/SWIFT Code					I	E		



IBAN Number (below)																											
I	E																										

<b>Credit Union Account No</b> (only to be completed if account is in a Credit Union)	
---	--

**Remittance notification e-mail address**

<b>E- Mail Address</b>	
------------------------	--

**Note** - It is important that a generic e-mail address is used if possible so that payment notification messages can be seen by all relevant personnel.

Authorised by  
on behalf of  
Supplier:

--

Date: \_\_\_\_\_

.....

Accounts Section Use Only	
Entered by:	
Checked by:	
(EO/HEO):	
Date:	/ /202

*(EFT-supplier bank detail mandate)*

# WANF4 Nomination of Advisor (sample)

WAN\_F4\_Nomination of Advisor

Version 1, Jul 2021



Dept of Housing Local Government and Heritage, Ballinacree, Co Sligo

[www.wildatlanticnature.ie](http://www.wildatlanticnature.ie)

[info@wildatlanticnature.ie](mailto:info@wildatlanticnature.ie)

## LIFE IP Wild Atlantic Nature RBPS

### Farm Advisor Nomination

I wish to nominate the approved farm advisor listed below to represent me for the purposes of the LIFE IP Wild Atlantic Nature RBPS Programme.

PLEASE COMPLETE IN BLOCK CAPITALS

ADVISOR NAME: \_\_\_\_\_

ADVISOR ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AGENT NUMBER: \_\_\_\_\_

AGENCY NUMBER: \_\_\_\_\_

I understand that the farm advisor will have access to Land Parcel data held by the **Department of Agriculture, Food and the Marine** in relation to my farm.

NAME: \_\_\_\_\_

HERD NUMBER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

Please return this completed form to: LIFE IP Wild Atlantic Nature, Ballinacree, Via Boyle Co Sligo F52 K752

*Please note the nominated advisor must be a trained and approved Wild Atlantic Nature farm advisor. (How will they know this - will we have a list?)*

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_





[www.wildatlanticnature.ie](http://www.wildatlanticnature.ie)

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An Roinn Tírhíochta,  
Rialtais Áitiúil agus Oidhreachta  
Department of Housing,  
Local Government and Heritage



Association and Food Development Agency



WOOD - INNOVATION - SUSTAIN



Fáilte Ireland  
National Tourism Development Authority



IBADER

Instituto de Biodiversidade  
Agrária e Desenvolvimento Rural



An Roinn Talmhaíochta,  
Bia agus Mara  
Department of Agriculture,  
Food and the Marine



Northern & Western  
Regional Assembly



WILD ATLANTIC  
NATURE LIFE