



Waters of LIFE

Pilot Agri-Environmental Programme

**Terms & Conditions** 





# **Version Control**

Date	Version No	Status	Change	Author name
18/2/25	V01	Final		Anne Goggin

# **Preface**

The Waters of LIFE is a European Union-funded LIFE Integrated Project, led by a project team employed by the Department of Housing Local Government and Heritage. The project aims to help reverse the loss of Ireland's most pristine (high status objective) rivers. The ongoing loss of high-status waters is a worrying trend for water quality in Ireland. The protection and restoration of these waters is one of the key underpinning principles of the EU Water Framework Directive.

The project works with farmers and local communities in five demonstration catchments to protect and improve the quality of rivers and associated habitats. Measures introduced through the project aim, where possible, to achieve multiple benefits for climate action and biodiversity. The project is expected to run until March 2028.

The Waters of LIFE project has received funding from the European Union's LIFE programme under Grant Agreement No. LIFE18 IPE/IE/000003.

Central to the Waters of LIFE project is the development and implementation of a Pilot Agri-environmental Programme, which will include results-based payments, across the demonstration catchments.

This Terms and Conditions document sets out the detail under which the pilot agri-environmental programme will be run; however, the project team will monitor its progress and have the flexibility to adapt and innovate if and when challenges arise.

# **Table of Contents**

1. Introduction	6
2. Definitions	7
3. Waters of LIFE Pilot Agri-Environmental Programme	11
4. Eligibility criteria and programme requirements	13
5. Land eligibility for the Waters of LIFE programme	14
6. Application procedure	15
7. Selection criteria	16
8. Waters of LIFE farm plan	17
9. Programme advisors	19
10. Participant training	20
11. The Waters of LIFE programme contract	21
12. Farmer payments	22
13. Payment Claims	33
14. Waters of LIFE programme and avoidance of double payments	34
15. Nutrient management, pesticide use, and other activities	35
16. Verification of scoring	36
17. Verification of payment claims	37
18. Payment Adjustments	37
19. Termination of contract	38
20. Clawbacks	39
21. Programme audits	39

22. Rights of entry	39
23. Appeals	
24. Force majeure	
25. Exemptions	
26. Health and Safety insurance	41
27. LIFE IP Waters of LIFE project team	41
28. Information and data protection	42
29. Further conditions	44

# 1. Introduction

The Waters of LIFE Integrated Project aims to improve Ireland's performance in protecting and restoring high status objective river water bodies, which is a priority under the EU Water Framework Directive and the associated River Basin Management Plan for Ireland.

Central to the project is a pilot agri-environmental programme, which includes general actions, results based payments and supporting actions. This results based element of the programme will reward participating farmers for providing environmental services (primarily water quality, but also biodiversity 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.

The general actions relate to management of activities which have been shown to impact on local rivers and will be targeted on this basis. These include nutrient management/reduction measures. The results based payments relate to the ecological quality of a landowner's riverside areas, peatland, semi natural grassland and/or woodland habitats. The higher the quality of these habitats, the higher the payment the farmers receive. Supporting actions will be available to help farmers improve their scores and address any potential water quality risks identified on the holding.

The Waters of LIFE Agri Environmental Programme will be run by the project team who will support farmers and their advisors.

This document sets out the Terms and Conditions of the Waters of LIFE Agri-Environmental Scheme. Further information on the administration and operation of the programme is available on the project website (<a href="www.watersoflife.ie">www.watersoflife.ie</a>). 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

'ACRES' shall mean the Agri, Climate Rural Environmental Scheme approved by the European Commission as a measure in Ireland's Rural Development Programme 2023 to 2027.

'ACRES CP" shall mean the Agri, Climate Rural Environmental Scheme Cooperation Project approved by the European Commission as a measure in Ireland's Rural Development Programme 2023 to 2027.

'Advisor' shall mean a person who is Farm Advisory Service (FAS) approved and who has attended and completed all the relevant Waters of LIFE advisor training.

'Agreement' shall refer to this document.

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

'Contract' shall mean the contract between the participant farmer and the Waters of LIFE Integrated Project). It shall run from the date of receipt by the Waters of LIFE of a signed contract until December 31st, 2027.

'Cover' shall mean measured coverage of grass on the farm expressed in kg dry matter/hectare.

'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.

'Good Agricultural and Environmental Condition (GAEC)' shall mean the 9 requirements set out for land management in Ireland's CAP strategic plan 2023-2027 and which form part of basic conditionality.

'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' shall mean a map-based document prepared by the project team that outlines the extent of the participants farm holding to be included in the agri-environmental programme, the scorecards that will apply, and the general actions available to the participant.

'Farm Works Plan' shall mean a document produced by an advisor detailing the non-productive investments or landscape measures (also called supporting actions) proposed for the land holding. The document may be redrafted up to twice a year..

'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 BISS 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.

'High Status Objective (Blue Dot) river water body' shall mean a river water body which is currently at high status, as defined under the Water Framework Directive, or which has fallen below high status but has been set the objective or achieving or retainin high status by 2027.

'River' shall mean a river mapped as such in the EPA River Net Routes dataset.

'Riverside' shall mean lands adjacent to a river mapped as such in the EPA River Net Routes dataset.

'Lease' shall mean any term of rental agreement on lands occurring within the Waters of LIFE target area.

'Local Advisory Group' shall mean a group of stakeholders convened to advise the project team on the operation and refinement of the pilot agri environmental scheme. This group will likely be formed in 2025)?.

'LPIS' shall mean Land Parcel Identification System operated by the Department of Agriculture Food and the Marine (DAFM).

'Participant' shall mean the farmer that is participating in the Waters of LIFE programme. This also includes joint herd owners.

'Waters of LIFE demonstration catchment" shall mean one of the five sub catchments chosen for trialling the project's Agri-Environmental Programme.

'Waters of LIFE Programme, also referred to as 'the programme' shall mean the pilot agri-environmental programme developed as part of the EU LIFE project approved by the European Commission and co-funded by DHLGH and other project partners. The programme is administered by the DHLGH.

'Waters of LIFE team' or 'Project team' shall mean the personnel of the Waters of LIFE project that administer the programme, namely: the Project Manager, Project Senior Scientist, Project Administrator, GIS & Data Manager, Public Awareness Manager and the Project Scientists.

'Parcel' shall mean an individual parcel of land as shown on the DAFM LPIS dataset.

'Plot' shall mean an area of land defined by the project team for the purposes of scoring an individual habitat area. These can be subdivisions of Parcels (see above).

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

'Project Steering Group' shall refer to the group comprising all of the project beneficiaries and other stakeholders.

'Qualifying land' shall mean land suitable to be scored and considered for payment.

'Runoff Risk Assessment' shall mean an assessment of all parcels in a participating farm to identify potential high risk areas for the transfer of pollutants to surface waters.....

'SAC' shall mean Special Area of Conservation.

'Scorecard' shall mean a system developed by the Waters of LIFE project team for assessing habitat quality in different habitats.

'Statutory Management Requirements (SMRs)' All farmers, whether receiving CAP support or not, have to respect statutory management requirements (SMR). The SMR include EU rules on public, animal and plant health, animal welfare, and the environment.

'SPA' shall mean Special Protection Area.

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.

# 3. Waters of LIFE Pilot Agri-Environmental Programme

The primary focus of the Waters of LIFE Pilot Agri-Environmental Programme (the Programme) is on high status objective river water bodies and their associated sub catchments.

The Programme will be delivered by the Waters of LIFE team with the support of agricultural advisors. The Programme is overseen by a Project Steering Group (PSG) with representatives from the, Department of Housing, Local Government and Heritage, Local Authority Waters Programme (LAWPRO), the farm advisory service, Teagasc, the Department of Agriculture, Food and the Marine, Coillte Teoranta, the Environmental Protection Agency (EPA), the Forest Service, the Office of Public Works (OPW), local development companies and independent experts. The PSG will also be informed by a Local Advisory Group comprising participant farmers.

The delivery of the programme is supported at farm level by three 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 riverside bonus for maintaining high habitat quality along river channels.

### 2. General Actions Payments

Not all measures required to address water quality issues lend themselves to a results-based approach. Therefore, participants in the Programme will also be offered a range of general measures specifically aimed at reducing losses of nutrients and sediment to rivers. Some of these actions are well

established through other schemes. Others are being trialled by the project for the first time. These general actions include:

- 1. A Runoff Risk assessment (required for all participants)
- 2. Nutrient management planning (required in nutrient sensitive areas, optional elsewhere)
- 3. Nutrient surplus recording using Ag Nag (required in nitrogen sensitive areas, not available outside of these areas).
- 4. Precision nutrient applications (available to dairy farmers in certain nutrient sensitive areas)
- 5. Catch Crops (available to tillage farmers in nitrogen sensitive areas)
- 6. Minimum tillage/No Tillage (available to tillage farmers in nitrogen sensitive areas)
- 7. Mob Grazing (will be offered in suitable areas).

#### 2. Supporting Actions Payment

In addition, **Supporting Actions (Non Productive Investments (NPIS)/Landscape Actions) Payments** are available for actions completed by the farmer aimed at improving habitat quality or addressing issues identified during the runoff risk assessment.

General measures and supporting action payments will be made quarterly following receipt of the required documentation or other evidence that the action/measures has been completed. Results-based payments under the programme are made annually in arrears. Results-based payments will be based on the habitat quality delivered by 15<sup>th</sup> August¹ 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.

12

The programme is independent of ACRES and ACRES CP and all payments through the programme are separate from (and in addition to) ACRES/ACRES CP payments. However, 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 or tillage farmer, *i.e.* submit a valid annual application under the Basic Income Support for Sustainability, including the declaration of all lands farmed.
- Farming at least one parcel containing qualifying lands within or partially within a Waters of LIFE demonstration catchment (see Appendix I) for national map of the demonstration catchment areas, detailed maps can be requested from the project team or viewed on the project website watersoflife.ie).

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 a run off risk assessment and scoring of habitats each year and submit an annual farm works plan (see Section 9 for advisor requirements).
- Attend training during each year of the programme (minimum of one day per year).
- Maintain records of the delivery of agreed commitments undertaken in the farm plan or farm works plan.
- Facilitate access to lands by the project team and associated contractors at an agreed time.

# 5. Land eligibility for the Waters of LIFE programme

All private farmland within the Waters of LIFE Demonstration Catchments area can be considered for payment<sup>3</sup> with the exceptions of buildings (and their curtilage), extensive water, farmyards, quarries, and commercial forest. Commonage lands will not be included in the programme, to avoid duplication with ACRES Cooperation Project.

Where the Waters of LIFE demonstration catchment boundary splits a land parcel, only the proportion within the demonstration catchment will be paid on.

<sup>&</sup>lt;sup>2</sup> List of approved Waters of LIFE programme advisors will be maintained on the project website (Watersoflife.ie) following initial training of advisors.

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

Lands must have been declared on the applicant's current BISS application to be considered for the programme<sup>4</sup>. The project team will make use of BISS 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 BISS application and inform the project team of any amendments that are made to their BISS application.

As required under existing legislation, the farmer shall adhere to the provisions of their BISS, 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 conditionality standards are fully met.

# 6. Application procedure

Recruitment to the programme will take place during October to December 2024. A second round of recruitment may commence in early 2025. Farmers who wish to apply to participate in the programme must initially complete and submit the Expression of Interest form:

https://www.watersoflife.ie/expression-of-interest/ (Appendix II). The submission of this form authorises the project team to access the applicant's BISS data in order to prepare a farm plan. It also gives consent to the project team to enter onto lands to carry out pre-approval inspections (by prior arrangement with landowner if possible). In the case of joint herd numbers and registered farm partnerships, all persons attached to the herd number or farm partnership number must sign the farm contract.

<sup>&</sup>lt;sup>4</sup> BISS land eligibility may not be a factor in determining qualifying land for the Waters of LIFE project.

Following a review of the application, successful applicants will be issued with a contract offer (Appendix III) and a Waters of LIFE farm plan. This contract offer must be signed by the applicant and returned to the Waters of LIFE project team within two weeks of the date on the offer. At this time the successful applicant must also submit a nomination of farm advisor form (Appendix IV) and a completed bank details form (Appendix V). 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 BISS application from the previous year. For each demonstration catchment, applicants will be ranked by the project team according to the criteria outlined below. 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.

## 7.1 Ranking Criteria for Inclusion in Programme

Farmers who participated as trial farmers during the design phase of the Programme will be accepted upon applying to join the Programme.

The proximity and connectivity to High Status Objective Rivers will be used to prioritise all other applicants. Applicants will be assigned a rank according to one of the following four categories (listed in order of decreasing priority) by

considering the characteristics of their private lands in relation to High Status Objective Rivers:

- 1. Lands adjoining a high status objective river
- 2. Lands along EPA mapped rivers upstream of a high status objective water body
- 3. Lands along EPA mapped rivers upstream of a lake, which itself is upstream of high status objective river
- Lands within a demonstration Catchment, removed from any EPA mapped rivers but with near surface nitrate susceptibility classed as high or very high.
- 5. All other lands within a demonstration catchment

Following this, applicants will then be individually ranked within these categories according to the ratio of length of mapped watercourse to land area. This means that, within each category the highest rank will be assigned to the applicant with the highest proportion of watercourses in relation to land area. As a general rule 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 Waters of LIFE Demonstration Catchment, only lands within the catchment area will be considered for inclusion in the programme.

# 8. Waters of LIFE farm plan

On entry into the Programme, the Project Team will prepare a Waters of LIFE Farm Plan. The farm plan consists of a document that provides summary details of the farm, a list of Waters of LIFE plots and an associated map with the proposed habitat type indicated. The plan will also include a list of the general actions available to the farmer.

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 and the general action payments due. 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 (i.e. non productive investments/landscape actions) to increase their score, the farm plan will be supplemented by an annual farm works plan to identify the locations and details of proposed supporting actions on the farm plan map.

## 8.1 Farm works plan

In addition to the overall farm plan, all participating farmers will be invited to draw up, in consultation with their advisor, a farm works plan; this will be prepared each year by the participant's advisor. However, it will be updated during the first and third years to take account of the run off risk assessment results and the results of habitat scoring, which will occur later in the year. The farm works plan will include details of supporting actions to be undertaken on the farm with the aim of helping the farmer address issues identified during the run off risk assessment and to achieve a higher environmental score in future years. This farm works 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, funding rates and any consents/legal requirements. For bespoke measures, costing must also be included.

The farm works plan is intended to set out a clear plan of action for the farm and may be re-drafted annually (twice in the first and third years). 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.

Waters of LIFE farm advisors will be approved after appropriate training. Only Farm Advisory Service (FAS) approved advisors who have successfully completed Waters of LIFE advisor training will be included on the list. Waters of LIFE advisor training will be delivered by the project team and project partners and will include practical training in scoring habitat plots, carrying out run off risk assessments, implementing the general measures, preparing farm 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 IV). This is to be returned by post or email to the project team along with the other completed contract documentation. This must be done prior to the advisor assessing their farm in their first year of participation in the programme. For the pilot programme, advisory costs will be paid by the Waters of LIFE project, with the exception of the cost associated with production of a nutrient management plan, which should be paid out of the payment made to the farmer in this regard.

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

Review of overall farm plan;

- Carrying out and submitting the Runoff Risk Assessment in the first and third years
- Annual scoring of habitats;
- Providing advice on general measures.
- Annual submission of results of habitat scoring and
- Drafting and submission of farm works plans.

On approval to work on the programme, advisors will be required to abide by the Waters of LIFE 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 advisor's 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. Farmers will be paid for their attendance at training events and workshops.

# 11. The Waters of LIFE programme contract

The Waters of LIFE programme is a pilot 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 Waters of LIFE programme contract is between the Waters of LIFE 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 Waters of LIFE 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 31<sup>st</sup> March 2028, unless the Waters of LIFE 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 Waters of LIFE 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 BISS application. Only land included in the most recent BISS can receive payment.

**Removing Lands from Contract:** All farmland within a Waters of LIFE demonstration catchment 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**: Farmland leased by participants that is located within Waters of LIFE demonstration catchments 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 will 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.

Participating farmers have the opportunity of three main payment strands, in addition to payment for attending training, as follows:

#### **General Measures**

Payment for undertaking certain targeted measures, some of which are area based. These include runoff risk assessment, nutrient management planning, nutrient surplus calculation, precision nutrient application, catch crops, min till/no till and mob grazing.

The general actions are paid at set rates which are outlined in Section 12.1

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

- Habitat quality payment for the provision of high quality habitats.
- Riverside bonus payment for maintaining good habitat quality along EPA mapped rivers.

The results-based payments are calculated based on the quality of terrestrial habitats as indicated by a score achieved at the plot level. Payment rates are given in Section 12.2.

### Supporting Actions (Non productive investment/Landscape Action) Payments

Payment for measures as agreed with the project team and completed by the farmer aimed at improving habitat quality or reducing runoff risk. The specification and payment for these actions are included in separate documents.

## 12.1 General Measures Payments

A number of general measures area available to land owners through the Waters of LIFE programme. These relate to issues which do not readily lend themselves to a results-based approach. Some of these measures will be required, whereas others will be optional. This will be clarified and

documented in the farm plan produced for each farmer. The available general actions are:

- Runoff risk assessment
- Nutrient management planning
- Nutrient Surplus Recording using AgNav
- Precision nutrient application and recording using PastureBase Ireland and the MoST grass growth prediction model.
- Catch Crops
- Min/No till
- Mob Grazing

Full details of these actions are given in the general measures specification document.

#### **Runoff Risk Assessment**

All participants across all five demonstration catchments will be required to have a runoff risk assessment undertaken for their farm and the results submitted to the project team. This should be carried out during a farm visit, ideally in early Springtime, but can be completed at any time of year.

The farmer will be paid €250 for submission of the runoff risk assessment. Payments will be processed on a quarterly basis.

The runoff risk assessment should be carried out in the first and third years of the programme.

#### **Nutrient Management Planning**

Landowners in the Awbeg and Shournagh catchments, who do not already have a nutrient management plan and are not already required to have one under conditionality, must have a nutrient management prepared and submitted to the project team. Only nutrient management plans prepared after the date of signing of the Waters of LIFE contract will paid on.

In other Waters of LIFE demonstration catchments, a farmer may choose to avail of this option but is not required to do so.

A payment of €400 will apply for the preparation and submission of a nutrient management plan. Only one such plan may be submitted over the life of the programme. Payments will be made on a quarterly basis. The cost of soil sampling, where required, and plan preparation must be paid by the participant in this case. All other advisory costs are borne by the project.

#### **Nutrient surplus recording using Ag Nav**

This action will be required for farmers the Awbeg and Shournagh demonstration catchments only. It is not available outside of these areas. The Nutrient Surplus calculation should cover a calendar year and should be submitted in January of the following year. Payments will be processed annually.

The payment for submission of a nutrient surplus calculation will be €250/annum. This should be repeated for each year of the programme.

A payment of €200 or 50% of the cost of using service such as AgriTxt (whichever is the lesser) will be made to assist with preparation of fertilizer records required for the Bord Bia Sustainability Audit, the results of which feed into AgNav. Payment will be made on receipt of the nitrogen surplus calculation and an invoice from the service provider used.

### **Precision Nutrient Application:**

Dairy farmers in the Awbeg and Shournagh catchment will be offered this measure.

Farmers will be required to sign up for PastureBase Ireland to avail of this measure and keep accurate records of all fertilizer applications. They will also be required to carry out grass measuring. They will be supported to do this

through a payment of €27.50/cover (up to 50 ha.) up to a maximum of 35 covers less any statutory requirements (i.e. derogation farmers are required to carry out a minimum of 20 covers and so would only be paid on any covers above this number up to the maximum of 35). On farms >50ha, an additional payment of €0.50/ha/cover will be made. The maximum payment available for grass measuring is €962.50/annum on farm up to 50 ha. Payments may be slightly higher on larger farms.

Farmers who avail of this measure will also be required to submit a nitrogen surplus calculation, their PastureBase Ireland scorecard and PBI reports. They will receive a payment of €70 for each question which scores a 3 (excluding questions 2, 3 and 4) on the PBI scorecard. The maximum payment for a PBI scorecard is €490/annum.

Payments will be processed annually on receipt of PastureBase Ireland Scorecard and reports and grass measurement records.

#### **Catch Crops**

Tillage farmers in the Awbeg and Shournagh may avail of support to plant catch crops between main crop rotations. The payment will relate to the cropping system in place as outlined below:

Catch crop (winter cropping system)	€173/ha/yr
Catch crop (other cropping system)	€225/ha/yr

No payment will be made where catch crops are used to meet the crop rotation/diversification requirements of GAEC 7.

Non leguminous catch crops only will be funded. The approved list of catch crops is contained in the general measures specification document.

#### Min Till/No Till

This payment of €40/ha/yr will be made to farmers in tillage areas who opt for this measure.

#### **Mob Grazing**

This measure will be offered to selected farmers across all demonstration catchments on a limited number of plots deemed suitable by the project team. There is no obligation on a farmer to take up this measure. Payment will be at a rate of €750/ha/yr.

## 12.1 Results-based payments

These 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 farm habitats in the Waters of LIFE demonstration catchment influences water quality and stream ecosystem health. Habitat quality will be assessed using scorecard for each plot. Higher scores reflect higher quality, and higher payments. The habitats to which Waters of LIFE scorecards will be applier are

- Riverside habitat on improved grassland
- Riverside habitat on tillage
- Semi-natural grassland
- Grassland on peat
- Woodland and scrub
- Peatland

The scoring system is quality-based on a scale of 1 (lowest score) up to 10 (highest score). Where a plot scores Less than 4, 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. 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. All plots have the potential to increase or decrease their score throughout the lifetime of the project depending on management of the habitat by the participant



Figure 1: Waters of LIFE Payment Scale for Semi Natural Habitats

## Habitat quality/Scorecard payment rates

### **Riverside Habitat on Improved Grassland**

This scorecard will apply where the advisor considers that the grassland in the overall plot would not achieve a payable score on either of the grassland scorecards.

On improved grassland, the farmer will be paid on the area fenced off, up to a maximum width of 20m from top of the bank and less any width required under conditionality. For example, if the farmer has fenced off a 10m area and is required to fence 1.5m under the Good Agricultural Practice Regulations, s/he will be paid on 8.5m. The exception to this is where the plot in question has exceptionally high habitat quality within the 1.5m mandatory fenced area (ie a total score of 30 or greater on questions A3 to A5 of the riverside habitat score card). In this case, payment will be made on the full 10m width. The payment will relate to the plot score as outlined below.

Score	<4	4	5	6	7	8	9	10
Payment /ha	€0	€1000	€1100	€1200	€1400	€1600	€1800	€2000

However, regardless of the width fenced, the full 20m will be assessed to identify any threats or pressures in this area which could negatively impact on water quality. For example, areas of bare soil or livestock poaching.

### Riverside habitat on tillage

This scorecard will apply to all cultivated land. The farmer will be paid on the width of an uncultivated strip of up to 20m beside a mapped watercourse (as described in the Glossary), less any mandatory requirements under GAEC 1. As with the riverside habitat on grassland, where the habitat immediately adjacent to the river is exceptionally high (total score of 30 or great on questions A3 to A5) payment will be made on an additional 1.5m of width. Where forage crops are grazed in situ, temporary fencing should be used to exclude livestock from the uncultivated strip. The payments for this habitat type are the same as for the riverside habitat on improved grassland.

Semi natural grassland, Woodland & Scrub, grassland on peat and peatland

These habitats will be score using specific scorecards developed by the Waters of LIFE. These are similar to ACRES CP Scorecards, but place more emphasis on issues related to water quality. The payment for these habitat types will depend on plot score as set out in table below:

Score	<4	4	5	6	7	8	9	10
Payment/ha	€0	€120	€140	€160	€240	€280	€360	€400

Where a farmer is receiving an ACRES CP payment on any of these habitat types, they will not receive a payment under Waters of LIFE. However, the riverside bonus payment described below may still apply.

#### **Riverside Bonus Payment**

Where a semi natural grassland, Woodland/Scrub (>20m in width<sup>5</sup>), Low Input grassland on peat or peatland habitat occur adjacent to a mapped watercourse, a riverside bonus will apply. This is intended to reflect the additional benefit of having these types of extensively managed habitats immediately adjacent to a river and to bring the payment rate for the 20m adjacent to the river in line with the payment for riverside habitats on improved grassland or tillage.

Score	<4	4	5	6	7	8	9	10
Riverside bonus/m	€0	€0.96	€1.12	€1.28	€1.92	€2.24	€2.88	€3.20

<sup>5</sup> Where the width of riverside woodland or scrub is less than 20m, it should be scored using the riverside habitat scorecard.

The score used to calculate the riverside bonus will be the Waters of LIFE score for the entire plot. ACRES scores cannot be used as Waters of LIFE scorecards contain additional questions related to water quality.

# 12.2 Supporting actions payments (Non productive investments and landscape actions)

Supporting actions are voluntary measures that a farmer may choose to undertake with the aim of reducing runoff risk or improving habitat quality. Where a farmer 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, tree planting and drain-blocking.

Full lists of supporting actions are given in the Non Productive Investments Specification Document and the Landscape Actions Specification Document. 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 and submission of required evidence that the works have been delivered. Applications for supporting actions are cross-checked against the relevant ACRES and other relevant schemes to avoid double funding. Payments are processed on a quarterly basis.

## **General Conditions**

The farmer, supported by the advisor, may propose supporting actions to be submitted to the project team following completion of the runoff risk

assessment and/or habitat scoring, but in any event by the end of each year. Following approval by the project team, these actions form the annual work plan which can be implemented by the farmer as soon as approval is received. 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 proposed actions 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 can declare that the works have been completed at any time during the year but not after the end (December 31st) of the following year. Uncompleted works may be withdrawn/held over and submitted in the following year's work plan.

**Rate of support**: the project team will fund standard supporting actions in accordance with the rates set out in the specification documents.

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 Waters of LIFE 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 and submission of supporting documentation where required.

**Retention of funded Infrastructure:** Generally, funded infrastructure must be kept in place for the remainder of the contract or for the duration of the project.

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. Such proposals must be based on a comprehensive estimate of labour and material costs and would need to demonstrate a high likelihood of yielding positive environmental benefits.

# 13. Payment Claims

## **General Actions Claims**

The participant and their advisor may submit a claim for general actions on completion of the action but in all cases prior to the 31<sup>st</sup> January of the following year. Payments will be processed on a quarterly basis.

## 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. Payments will be processed annually once the current years LPIS data is received from DAFM. This is typically early the following year.

## 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 along with any other validation evidence as out lined in the relevant specification. 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.

Payments will only be made when tasks have been completed in the agreed location and 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 or in the agree location may result in some or all of the payment for that task being delayed, withheld or if necessary recouped. Payments for supporting actions will be processed on a quarterly basis.

# 14. Waters of LIFE programme and avoidance of double payments

It is envisaged that some of the programme participants will also be participating in existing agri-environmental schemes such as ACRES General, ACRES CP and Organics. To avoid the risk of double payments, all proposed

actions on which payment is being claimed will be checked against current DAFM data and deductions made as appropriate.

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

Due to the sensitivity of many target habitats and species under the Waters of LIFE programme to the presence of pesticides and in order to maintain species diverse habitats, pesticides are not recommended on scored habitats, 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 considered as far as possible to control rushes.

Any significant risks of sheep dipping operations on the farm will be captured on the runoff risk 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, these may be bespoke measures.

The process of grassland reseeding within scored grassland plots is likely to result in a decreased payment to the farmer because it has the potential to negatively impact species diversity and aquatic habitats.

Insertion of new drainage and drain clearance can negatively impact aquatic habitats 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 reseeding, drainage, etc., may require administrative approval outside of the Waters of LIFE project, e.g. planning permission.

# 16. Verification of scoring

The project team will use the Basic Income Support for Sustainability (BISS) 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 and to highlight any areas that may need to be the focus of subsequent advisor training. 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.

## 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 general measures and 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 V).

# 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 Waters of LIFE results-based payment claim for payment by December 31<sup>st</sup> or a claim for general actions payments by 31<sup>st</sup> January, 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 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 Waters of LIFE 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*.

# 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. Exemptions

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

**Specifications.** Applications for an exemption 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 Waters of LIFE project team

The Waters of LIFE team are responsible for the design, development, and overall administration of the Waters of LIFE programme.

The contact details for the Waters of LIFE project are:

E-mail: <u>info@watersoflife.ie</u>
Website: <u>www.watersoflife.ie</u>

## 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 programme administered by LIFE IP Waters of LIFE is the subject matter.

#### 1.2 Nature of processing

The nature of the data processing is in the management, administration and promotion of the Waters of LIFE programme. This includes geographical analysis, eligibility checking, double payment inspection, plot scoring, recording and assessing supporting actions, and facilitating payment under the programme. 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 Waters of LIFE programme; to check eligibility for participation in the same; and to facilitate correct payments under the Waters of LIFE Programme. 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 Waters of LIFE 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 Waters of LIFE Programme under this contract:

- LPIS data, in a pseudo-anonymised 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 Waters of LIFE Programme).
- 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 and bank account details for the farmer's nominated farm advisor (another data subject).

### 3. Categories of data subject

Waters of LIFE will process personal data pertaining to:

- Farmers participating in the Waters of LIFE Programme; and
- Farm advisors collaborating with each farmer participant and Waters of LIFE.

A Privacy Statement is available to view on the Waters of LIFE website and on request.

Waters of LIFE reserves the right to use anonymised scientific data for recording, research, and training purposes.

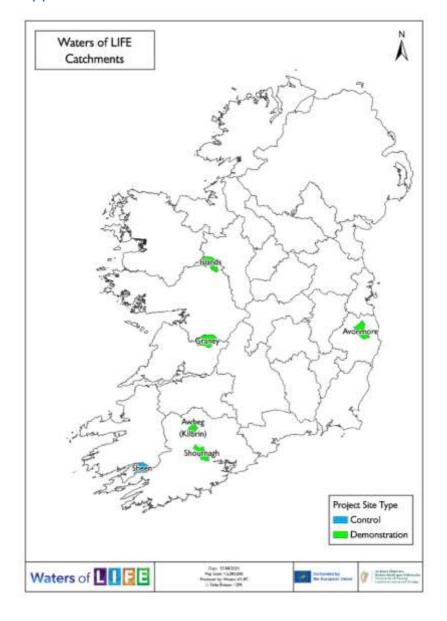
Waters of LIFE reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, research and training purposes and project publicity.

### 29. Further conditions

Waters of 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 Waters of LIFE website (www.watersoflife.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: Waters of LIFE Demonstration Catchments



### Appendix II: Expression of Interest Form



#### Pilot Agri Environmental Programme



#### **Expression of Interest Form**

I wish to express my interest in joining the LIFE IP Waters of LIFE pilot agri environmental programme

- I authorise the Waters of LIFE 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 Water of LIFE Pilot Agri-Environmental Programme
- I understand that the data collected for this purpose will be held securely by LIFE IP Waters of LIFE for as long as
  there is a business need to do so, in line with the purpose(s) for which it was collected.
- The data provided for this purpose is being requested in order that an assessment of eligibility for participation
  in the LIFE IP-Waters of LIFE pilot aggi environmental programme can be made. If I choose not to provide this
  someon! understand that my application for the LIFE IP-Waters of LIFE Pilot Aggi Environmental programme
  cannot proceed.
- I understand that there is no guarantee that a contract offer will be made in response to this expression of
  interest.

	Please use BLOCK CAPITA	LS when completing your details below
NAME (S):		Preferred farm advisor should you be accepted onto
		the programme*
ADDRESS:		FARM ADVISOR
		- NAME:
COUNTY		PHONE:
EIRCODE:		-
PHONE:		EMAIL ADDRESS:
EMAIL:		-
HERD NO:		
ENTERPRISE TY	PE:	formally nominate an approved Waters of LIFE advisor
Dairy		
Cattle rearing		FOR OFFICIAL USE ONLY
Cattle other		
Tillage		Received on:
Sheep		Processed by:
Mixed		Processed date:
Waters of LIFE	Catchment	

### Appendix III: Contract Offer



Heffernan House, Rossmore Village, Tipperary E34 DK77 www.watersoflife.i info@watersoflife.ie

Date of Offer:

Farmer Reference

Name:

Herd Number:

Your application to the LIFE IP Waters of LIFE RBPS programme has been successful. If you wish to partake in the Programme you must sign and return this contract to Waters of LIFE Project Office, Heffernan House, ROSSMOCE, Village, Tipperary Town Co. Tipperary E34 DK77 in the enclosed stamped addressed envelope, by email to info@watersoflife.ie or drop into one of our farmer clinics by Kdate specified for catchment> contract.

This contract is between you and the Waters of LIFE project and runs from the date this signed form is received by Waters of LIFE until 31<sup>st</sup> March 2028. 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 Waters of LIFE Pilot Agri. Environment Programme, Terms and Conditions for the duration of the Programme.

I wish to avail of this contract and be accepted into the Waters of LIFE Pilot Agri Environmental Programme.

#### I agree to:

- Attend annual training.
- · Appoint a L Waters of LIFE Programme approved advisor.
- Authorise Waters of LIFE team members to enter my lands for monitoring and verification purposes.
- Authorise the Waters of LIFE 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 Waters of LIFE Pilot <u>Agri Environment</u>. Programme as detailed in the Terms and Conditions

I am/ am not (delete as appropriate) a participant in the NPWS Farm Plan Scheme

To the best of my knowledge, all details on the enclosed Waters of <u>UFE\_farm</u> plan are correct and I agree to the management objectives and general actions of the farm plan.

SIGNED:	DATED:	
For joint herd numbers or farm partners	erships all relevant parties must sign this	contract.
Additional signatures for farm partner	rships and joint herd number	
SIGNED:		
SIGNED:	DATE:	
SIGNED:	DATE:	
Office Use Only Received:	for Joint Titlesday, Wilson Hollands, Department of Ho	Co-funded by
	Local Government and Heritage	the European Union

### Appendix IV: Farm Advisor Nomination Form



Heffernan House, Rossmore Village, Tipperary E34 DK77 www.watersoflife.i info@watersoffife.ie

### Waters of LIFE Pilot Agri Environment Programme

#### Farm Advisor Nomination Form

	DIFACE CONTRICTE	IN BLOCK CAPITALS	<b>S</b>	
	PLEASE CONTPLETE	IN BLOCK CAPITAL	3	
ADVISOR NAME:*				
ADVISOR ADDRESS:				
PHONE NUMBER:		<del></del>		
EMAIL ADDRESS				
I understand that the farm adviso and the Marine in relation to my		d Parcel data held b	y the Department o	of Agriculture, Food
FARMER NAME:				
HERD NUMBER:				
Please return this completed for email to <u>info@watersoflife.ie</u> or or Please note the nominated advisor advisors is enclosed gnd glsg avai	drop in to one of our farm or must be a trained and	clinics.	STAC (73)	93 30 30
SIGNED	DATED:			<b>⊒</b> 8
Please note the nominated advise advisors is enclosed and also available.  *Please ensure that	lable on our website.  DATED:		2, 17,	_3 _3





### Appendix V: Bank Details



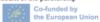
Heffernan House, Rossmore Village, Tipperary E34 DK77 www.watersoflife.i info@watersoflife.ie

#### 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 on reverse)

	Pilot Ac	ıri Env	ironr	nent l	Prog	ramr	ne P	artic	ipant	Deta	<u>ails</u>					
1. Name:																
2. Address + <u>Eircode</u> if possible																—
3. Telephone																_
4. Tax reg.number or PPS Number:																_
			В	ank A	ссои	nt De	etails									
5. Name(s) of Account																
6. Bank / Credit Union	Name															$\dashv$
7. Bank/ Credit Union A	ddress															$\dashv$
8.BIC/SWIFT Code									I		Е			Γ		
9. IBAN Number all box	es must	be co	mple	eted -	av	ailat	ole o	n yo	our b	ank	state	me	nt:			
IE																
Remittance notification e-ma	ail address	– en w	e can	advis	e wh	en n	avme	ent is	mad							
Territario notification e me	iii dddi caa	30 11	o our	Garia	10 WI	ion p	шунис	ATTL 10	mao	=						
10,E-Mail Address																$\Box$
11. Signed																
Must be signed																
12. Date:			_													
	note: Failu		mplet	e 12 s	ection	ns ab	ove m	nay le	ad to	delay	r in pay	/mer	nts			
For farm partnersh	ips, the ac	count d	letails	s must	t be t	hose	of th	e noi	minat	ed ac	count	oft	he pai	tner	ship	





Please include a bank header as proof of a/c number.



#### 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/dataprotection/privacy-statement

ACC	ounts Seation	Use Only
Entered by:		
Checked by:		
(EO/HEO):		
Date:	1	/202

(EFT-supplier bank detail mark