

# National Parks & Wildlife Service Farm Plan Scheme



**An Roinn Cultúir,  
Oidhreacht agus Gaeltachta**  
Department of Culture,  
Heritage and the Gaeltacht

Terms and Conditions Document  
Version 3.1  
April 2020

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Citation:

Anon. (2020). *National Parks & Wildlife Service Farm Plan Scheme, Terms and Conditions Document*, Department of Culture, Heritage and the Gaeltacht, Dublin, Ireland.

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### ***Introduction***

The Irish landscape and the habitats within it are the product of thousands of years of interaction with agriculture. This relationship has never been constant; agriculture has always been a dynamic industry, and like any other it has responded to changing social and economic conditions. For better and for worse these changes have impacted on the landscape and the wildlife within it.

We can expect that this pattern will continue in the future. The challenges that face agriculture and rural communities today and in the future will result in dramatic changes in land use patterns. Some of these changes will be to the detriment of key habitats and species. While change is inevitable, an opportunity does exist to manage change in order to preserve key habitats and species and indeed provide new space for nature. This can only be done by engaging with the rural communities and land managers to ensure that habitats are enhanced and key species protected.

The National Parks & Wildlife Service (NPWS) Farm Plan Scheme provides a number of opportunities for supporting and promoting positive interaction between landowners and Ireland's natural heritage. Lessons learned through trialling innovative and bespoke measures for particular habitats and species allow better informed approaches to deliver on Ireland's biodiversity commitments. While in some cases the NPWS Farm Plan Scheme will provide an important test-bed for particular agri-environmental measures, in other cases it may be the most suitable and responsive mechanism for incentivising conservation.

The NPWS Farm Plan Scheme offers a mechanism for engaging with individuals in a joint conservation effort. Each party in this process has a role to play. The NPWS through the Agri-Ecology Unit will provide conservation guidelines, ensure consistency of approach and administer the Scheme. The regional staff of the NPWS can provide local support and site based advice to planners and participants alike. Farm planners are the principal interface between the participant and the NPWS and their enthusiasm and professionalism serves to bring conservation interests and agricultural realities closer together in this joint initiative. However the key player in any agri-environment scheme will always be the participant who undertakes the actions. The goodwill among the owners and managers of sites/lands that are important for biodiversity is the principal resource of the Scheme.

To ensure that the administration of the Scheme is effective, fair, accountable and consistent in approach, rules and procedures are required. It is essential that all those involved in the Scheme have access to and are aware of these. This Terms and Conditions document provides NPWS Officials, farm planners and Participants with a common reference to the administrative and technical requirements of the Scheme. The systems it puts in place will ensure consistency of approach and clear decision-making processes for all aspects of the Scheme. This document is not intended as a set of rigid inflexible rules. Rather its role is to provide a mechanism for achieving the objectives of the Scheme in an orderly manner with regard to relevant legislation and regulations, including those pertaining to State Aid.

The Terms and Conditions Document is not written in stone, never to change again. Like the Scheme itself it is intended to evolve as lessons are learned and new challenges and indeed new opportunities are encountered.

## **Funding and State Aid Rules**

### **Objective of the Scheme**

The objective of the Scheme is to incentivise landowners to deliver a greater benefit for biodiversity (especially protected species and habitats) than might otherwise be delivered through meeting basic requirements with regard to national and/or European Union standards.

Funding for this Scheme is currently provided through the National Exchequer.

### **Legal Basis**

The operation of this Scheme is subject to the provisions of Commission Regulation (EU) No 702/2014 of 24 June 2014, (hereafter referred to as “the Regulation”) and in particular Chapter III, Section 2, Article 29 “Aid for investments in favour of the conservation of cultural and natural heritage located on agricultural holdings”.

The operation of this Scheme is also subject to the following national legislation:-

- Appropriation Act 2014 (Schedule 1) – <http://www.oireachtas.ie/documents/bills28/acts/2014/a3514.pdf>
- European Communities (Birds and Natural Habitats Regulations) 2011 (Regulation 24) - <http://www.irishstatutebook.ie/pdf/2011/en.si.2011.0477.pdf>

### **Budget**

The average annual budget of this Scheme shall not exceed €3 million.

### **Scope of the NPWS Farm Plan Scheme (Article 1)**

The Regulation shall apply to aid for investments for the conservation of cultural and natural heritage located on agriculture holdings. The investment shall comply with Union legislation and with national laws.

In accordance with Article 1(5) & (6), the Regulation shall not apply to:-

- aid to undertakings who are subject to an outstanding recovery order following a previous Commission Decision declaring an aid illegal and incompatible with the internal market;
- aid to undertakings in difficulty subject to certain conditions as laid out in Article 1(6) (a) & (b) of the Regulation.

Aid shall be granted for cultural and natural heritage in the form of natural landscapes and buildings which is formally recognised as cultural or natural heritage by the National Parks & Wildlife Service.

### **Maximum amount payable under the NPWS Farm Plan Scheme (Article 4)**

The Regulation shall not apply to any individual aid, the gross grant equivalent of which exceeds the threshold of EUR 500,000 per undertaking per investment project, for aid for investments in favour of the conservation of cultural and natural heritage located on the agriculture holding.

This amount shall not be circumvented by artificially splitting up an aid scheme or project.

### **Eligible Costs and Aid Intensity (Article 7)**

The scheme shall cover the following eligible costs intended for the conservation of natural heritage:-

- (a) investment costs in tangible assets (*assets consisting of land, buildings and plant, machinery and equipment*);

- (b) capital works (*works, undertaken by the participant personally or by the participant's workers, that create an asset*).

The eligible costs shall be supported by documentary evidence which shall be clear, specific and contemporary. Costs shall be calculated by assessing the costs incurred and income foregone in meeting the objectives and criteria set out in a participant's plan. Capital works shall be paid at varying rates, in line with approved calculations /receipts /proof of such costs.

Costs incurred in meeting basic requirements and standards (e.g. Statutory Management Requirements in relation to direct farm payments; environmental legislation etc.) shall not be eligible for aid.

Value added tax (VAT) shall not be eligible for aid, except where it is non-recoverable under national VAT legislation.

Aid for capital works shall be limited to EUR 10,000 per year.

Aid intensity shall be limited to 100% of the eligible costs.

#### **Cumulation (Article 8)**

Aid under the NPWS Farm Plan Scheme may be cumulated with any other State Aid as long as those measures concern different identifiable eligible costs. Aid may also be cumulated with any other State Aid, in relation to the same eligible costs (partly or fully overlapping), but only if such cumulation does not result in the highest aid intensity or aid amount applicable under this Scheme to be exceeded.

Aid under the NPWS Farm Plan Scheme shall not be cumulated with any *de minimis* aid in respect of the same eligible costs, if such cumulation would result in an aid intensity or aid amount exceeding those laid down in the Regulation.

#### **Publication and Information (Article 9 and Annex III)**

With effect from 1<sup>st</sup> July 2016, the following information will be published on the Department of Agriculture, Food & the Marine's State Aid website, on each individual aid award exceeding €60,000 for beneficiaries active in the primary agricultural production:-

Reference of the identification number of the aid (as provided by the European Commission);

- Name of the beneficiary;
- Type of enterprise (SME/large) at the date of granting the aid;
- Region in which the beneficiary is located;
- Sector of activity at NACE group level;
- Aid element, expressed as full amount;
- Aid instrument (i.e. grant);
- Date of granting the aid;
- Objective of the aid;
- Granting authority.

**This information shall be published within six months from the date the aid was granted and shall be available for at least 10 years from the date of granting the aid.**

## **Section 1: Terms and Conditions of the NPWS Farm Plan Scheme**

This document sets out the administrative provisions for the implementation of the NPWS Farm Plan Scheme. It is primarily for the use of NPWS staff; NPWS farm planners and NPWS Farm Plan Scheme participants. It is intended to provide a defined position on all aspects of the administration of the Scheme. For recurring plan types (e.g. multiple plans for a particular species) and where appropriate, a separate series of protocols will be made available at <http://www.npws.ie/farmers-and-landowners/schemes/npws-farm-plan-scheme>). Documents can be expected to evolve over time, particularly as knowledge and methods progress.

### **1.1 Objectives**

The scheme's objectives are as follow;

- To provide a mechanism that allows the NPWS to assist landowners with the enhancement and protection of key wildlife habitats and species.
- To protect key species and habitats through the delivery of site specific conservation measures at farm level.
- To test and hone the best approaches to applied conservation management, enabling best advice in designing larger schemes such as those under Ireland's Common Agricultural Policy Strategic Plan.

### **1.2 General provisions**

General provisions that apply in all cases;

- This document shall be referred to as the NPWS Farm Plan Scheme Terms and Conditions Document, 2020.
- The NPWS Farm Plan Scheme will apply in Target Areas. These are areas that fall into the following categories:

High Nature Value Farmland  
Natura 2000 sites (SAC and SPA sites)  
Natural Heritage Areas  
Specific areas/sites with species and habitats listed under the Annexes of the EU Birds Directive (2009/147/EC) and EU Habitats and Species Directive (92/43/EEC)

- Ireland's Prioritised Action Framework<sup>1</sup> and strategic requirements shall be used to determine priorities for trialling and delivering measures for applied conservation management. A steering group shall decide on priority actions for the NPWS Farm Plan Scheme from year to year, identifying specific needs, as well as gaps in applied conservation action and knowledge.
- The Scheme is not intended to replace or be in competition with larger co-financed schemes under the Rural Development Programme.
- The NPWS will determine which applicants are accepted into the Scheme.
- The NPWS will introduce an evaluation process to ensure that available resources are targeted to the best effect. The selection protocol is outlined in Protocol 1.
- The NPWS Farm Plan Scheme shall be administered by the Agri-Ecology Unit of the NPWS with the support of other pillars of NPWS, including Science & Biodiversity Unit, Site Designations Unit, Ecological Assessment Unit, GIS Unit and Regional Staff. The Scheme shall be available to landowners both within and outside of Natura 2000 sites, but focussed on strategic needs including Ireland's requirements under the Birds and Habitats Directives.

<sup>1</sup> <http://www.npws.ie/sites/default/files/general/PAF-IE-2014.pdf>

- Participation in the NPWS Farm Plan Scheme does not in any way affect the property rights of applicants.
- Participation in the NPWS Farm Plan Scheme does not impose a right of access to lands for the general public. It is implicit in the Scheme that audits and inspections will be carried out by or on behalf of the NPWS. Audits can be carried at any stage after the submission of an application until 3 months after the expiry of the contract period.
- The payment levels in existing plans will be honoured for the remainder of their term provided the participant(s) and lands involved are not found to be ineligible and there is no change in the target area managed.
- The NPWS shall not be compelled to accept an application where they believe that the objectives of the Scheme will not be achieved or where it is believed that the cost of the plan exceeds the biodiversity value of the enhancement provided for.
- Designation of land, including but not limited to Special Areas of Conservation, Special Protection Areas and Natural Heritage Areas is not an entitlement to a Farm Plan under the NPWS Farm Plan Scheme, which is intended to support landowners to go above and beyond the legal requirements that pertain to such designations.
- The NPWS reserve the right to suspend or terminate the Scheme or any part of it at any time.
- The NPWS reserve the right to alter or change these Terms & Conditions at any time.

### **1.3 Conflicts with earlier instructions to applicants or planners**

- This Terms and Conditions document (2020) and any guidance subsequent to it shall take precedence over instructions and guidelines issued to planners that predate it. It will apply to all new plans and existing plans that require an amendment in the future.
- The standard NPWS Farm Plan format and GIS standards must be used for all plans submitted after the formal approval of the Terms and Conditions 2020.

Any planner operating in the NPWS Farm Plan Scheme must familiarise themselves fully with the Terms & Conditions contained in this document and adhere to same.

## **Section 2: Scheme Eligibility**

### **2.1 Eligibility of participants**

Applicants to the NPWS Farm Plan Scheme must;

- Be aged over 18 years on the date of application.
- Manage land in the Republic of Ireland.
- Be able to provide proof of entitlement to farm/manage the lands e.g. folio, long term lease – see *Appendix 2 Title Requirements*. All lands owned, leased, and rented in or out, farmed or used by the applicant must be included.

### **2.2 Eligibility of lands for payment**

To receive payments on lands in the NPWS Farm Plan Scheme, the lands must be owned by the applicant or a family member or held under a qualifying lease. For full details on title requirements - see *Appendix 2 Title Requirements*. All of the lands managed by the applicant must be included in the plan. This includes lands that are ineligible for payment as part of the Farm plan, e.g. conacre and lands where no actions are planned or areas not targeted as part of the plan. Farm Plan actions will only be required on lands identified for same. Lands with no associated action will not be paid on, unless in exceptional circumstances (e.g. if actions in one parcel have a direct or indirect impact on another parcel).

A participant remains free to sell, lease or rent out their property in any way they see fit. However if by exercising this right during the course of an NPWS Farm Plan contract they reduce the target area of their holding, it will result in a reduction in the payments made to them (and will necessitate a plan amendment). Significant changes in farming area or practices may require a full revision of the plan and may lead to termination of the existing plan.

All of the target land managed by an eligible applicant as outlined above is eligible to be considered for payment with the exception of the following;

- Rented or leased land where the unexpired lease period is less than five years from the commencement date of the agri-environmental plan under the Scheme (exceptions may be made, where approved by a steering group e.g. where capital works undertaken during the period of the plan will have longer term benefits).
- Public roads and tarmac or concreted farm roads.
- Lakes and other water bodies (unless the lake/water body is central to the plan).
- Lands on which forestry premia are being paid, state aided forestry and commercial forestry. Orchards and coppices of native broadleaved trees (cutting cycles in excess of 10 years) are not considered as commercial forestry. Commercial forestry for the purposes of the NPWS Farm Plan Scheme is defined as including all of the following;
  - Plantations of conifers in excess of 0.1 hectares, whether grant aided or not.
  - Plantations of native tree species that are in receipt of forest premia payments.
  - Plantations of any other non-native woody plant species e.g. Eucalyptus.
- Lands not managed for agriculture or as wildlife habitats, e.g. active quarries, active turbarry, certain recreational areas e.g. golf courses, football pitches etc.
- Lands managed under other agri-environmental plans (e.g. GLAS) for a similar purpose to the primary interest of NPWS. NPWS may consider paying on such lands where the actions are clearly additional to what is already being paid for. In such circumstances, consultation with the Department of Agriculture, Food & the Marine (DAFM) may be required.
- In Lands where turbarry rights are held by third parties the land can only be considered as eligible for payment if a sworn affidavit is provided declaring that the turbarry rights in question have

not been exercised for the previous 5 years. If these rights are exercised during the course of the plan then the plan will have to be amended and the area in question removed from the area eligible for payment (unless the extraction of turf is deemed benign to the objectives of the plan).

- Where an applicant has encroached onto commonage the applicant's share of the remaining commonage lands should be reduced accordingly. The sum of the encroached land and the commonage land should not exceed the shareholding in the commonage.

In plan types where a management prescription exists, categories of land other than those listed above may be ineligible for payment where the prescription is not or cannot be delivered.

Where payments were made on lands that are subsequently found to be ineligible, such overpayments shall be recouped. The NPWS will write to the participant informing them of the situation and the steps required for repayment of the money involved. It is also possible in order for NPWS to recoup the money, to make an appropriate deduction from future payments under the Scheme.

### **2.3 Split holdings**

The NPWS will not approve applications to the NPWS Farm Plan Scheme where it considers that holdings have been artificially created, enlarged or reduced solely for the purpose of increasing payments under the Scheme. If an applicant has a genuine explanation as to why their holding has recently been enlarged or reduced in size then this should be explained to the NPWS Agri-Ecology Unit prior to the submission of an application.

If a holding that was artificially created, enlarged or divided for the purpose of drawing down increased payments is inadvertently approved, the NPWS reserves the right to terminate the participant's contract and to seek the repayment of funds already issued.

The NPWS may consult with DAFM in cases where it is suspected that an attempt has been made to split a holding for the purposes of increasing eligibility for payments. If a planner is deemed to have assisted an applicant/participant to get approval for a split holding, it may result in a significant sanction for the planner (see Protocol 6: Sanctions on NPWS farm planners).

### **2.4 Grazing of livestock owned by third parties**

Participants in the Scheme can allow the short-term grazing of animals owned by others provided;

- That the arrangement complies with current animal health regulations as laid down by the Department of Agriculture, Food & the Marine.
- Any arrangement to take in stock belonging to third parties must be fully described in the NPWS Farm Plan and the NPWSc (third party interaction) form. This form must be signed by the applicant/participant and the owner of the livestock.
- The planned stocking density in the Farm Plan must take animals owned by a third party into account.
- The NPWSc form is signed by the applicant/participant and the owner of the livestock.
- The participant is responsible for the day to day management of the stock.
- If there are any changes to this arrangement during the course of the Farm Plan contract then the NPWS Agri-Ecology Unit must be informed. An amended plan may be required in such cases.
- No breach of Good Agricultural or Environmental Condition (GAEC), the Statutory Management Requirements (SMRs) or the Nitrates Directive Regulations can be allowed to result from the operation of this agreement.

- It is the responsibility of the participant with the support of their planner(s) to ensure that the above conditions are met.
- Taking in of stock belonging to a third party does not necessarily satisfy the requirement to be actively managing the land on which payment is sought.
- The management of the land for the purpose of the Farm Plan is ultimately the responsibility of the participant and not any third party.

### **2.5 Housing of livestock in buildings owned by a third party**

The housing of livestock owned by the participant in a building owned by a third party is permitted provided;

- This arrangement must be in place prior to the application to join the Scheme and must run for the full term of the plan.
- The arrangement is clearly set out and described in the Farm Plan. Maps and ownership details of the relevant lands or facilities belonging to the third party must be submitted with the NPWS Farm Plan.
- The numbers and type of livestock involved and the months each year when the agreement is in force are described in the NPWS Farm Plan and the NPWSc Form.
- The NPWSc form must be signed by the applicant/participant and the owner of the animal housing.
- If there are any changes to this arrangement during the course of the Farm Plan contract then the NPWS Agri-Ecology Unit must be informed. An amended plan may be required in such cases.
- The arrangement must conform to current animal health regulations, and Statutory Management Requirements.
- The planners must certify that the housing and waste storage facilities are fit for purpose and comply with Cross Compliance requirements.
- No breach of GAEC, the Statutory Management Requirements or the Nitrates Directive Regulations or any wildlife or environmental laws or regulations can be allowed to result from the operation of this agreement.
- If the waste produced by animals housed off farm is not spread on the participant's land then the details must be given on the NPWSc. This form and its associated maps must be completed and enclosed with the application.
- It is the responsibility of the participant with the support of their planners to ensure that the above conditions are met.

### **Section 3**                      **Interaction with Other Schemes**

#### **3.1 Interaction with Other Schemes**

Applicants to or participants in the NPWS Farm Plan scheme cannot be accepted or paid for the NPWS Farm Plan Scheme while in receipt of payments from public funds for any other agri-environmental scheme or initiative, unless there is prior agreement with the NPWS. If payments are to be made, it needs to be clear and agreed that there is no risk or issue of double funding (i.e. being paid twice for the same objectives on the same land).

As part of the application and evaluation process (Protocol 1), it will be identified whether someone is already in another scheme/programme. As outlined, if an applicant or the land in question is already party to another agri-environment agreement, applications will only be accepted where it is clear that there is additionality above and beyond what the other agri-environment scheme is paying for.

If it is discovered that a participant in the NPWS Farm Plan Scheme is also participating in another agri-environment scheme and where there is an issue or risk of double-funding, the NPWS will seek the repayment of all funds paid out to date in the NPWS Farm Plan Scheme. NPWS Farm Plan Scheme participants wishing to apply for another agri-environment scheme must first declare their intention to do so, in writing (with signature), to Agri-Ecology Unit, NPWS, 90 North King Street, Dublin 7, D07 N7CV.

Farm Plan Scheme planners and participants should ensure that the above conditions are met.

In applying and participating in the NPWS Farm Plan Scheme, individuals agree to allow NPWS reference their herd number (where applicable) to cross-check relevant information with the Department of Agriculture, Food & the Marine and the administrators of other agri-environment programmes operating in the area of the proposed Farm Plan e.g. where European Innovation Partnership projects are active.

#### **3.2 Interaction with the Basic Payment Scheme**

NPWS will liaise with the Department of Agriculture, Food & the Marine in relation to compliance with GAEC and all Statutory Management Requirements (SMRs). If the Department of Agriculture, Food & the Marine impose a penalty on a participant, then NPWS reserve the right to impose deductions from potential payments on payments due under the NPWS Farm Plan contract. In cases of breaches of SMRs relating to the natural environment, the NPWS will reduce payments in the manner described in *Protocol 5 – Non-compliance (participants)* and Cross Report to the Department of Agriculture, Food & the Marine.

NPWS reserve the right to allow agri-environmental payments under the NPWS Farm Plan Scheme on land that has been deemed ineligible under the Basic Payment Scheme, provided that land is deemed by NPWS to be of integral importance to the ecological functioning of the farm and that there is a cost incurred or income foregone associated with its maintenance.

### **3.3 Interaction with forestry schemes**

- Payment cannot be claimed in the NPWS Farm Plan Scheme in respect of land included in any forestry scheme (including the Native Woodland Scheme).
- If a participant in the NPWS Farm Plan Scheme proposes to plant some or all of their target area, then their plan will require amendment and the area involved will cease to be eligible for payment. There is a possibility that planting in certain cases may render the functioning of the Farm Plan untenable, through direct or indirect effects. If damage is caused by the planting of target area lands without the approval of the NPWS, a deduction from potential payments will ensue. This deduction from potential payments can include the termination of Farm Plan contracts and claw back of payments if planting results in the loss of valuable habitats or is contrary to the spirit of the Scheme.
- If the target area land has been planted to the extent that the objectives of the Farm Plan cannot be met, the Farm Plan contract will be terminated.
- In all cases, the change in eligibility or payment shall be taken as the date on which approval for planting was granted by the Forest Service.

**Section 4: NPWS Farm Plan Contract****4.1 The NPWS Farm Plan**

The Farm Plan is the basis of the contract between NPWS and the participant. Payment through the NPWS Farm Plan Scheme is for the costs (including opportunity costs where appropriate) associated with, or losses incurred due to creating or maintaining valuable habitats in target areas. There is no automatic right of entry to the Scheme. Selection of Farm Plans will be undertaken in accordance with the procedures outlined in Protocol 1.

Farm plans can be drawn up directly by NPWS Agri-Ecology Unit, or planners contracted by NPWS. In all cases, consultation with the applicant/participant should be central to the design of a Farm Plan.

Farm plans are categorised under three main types, or funding streams:

- Stream A: Conservation Measure plans for sites of strategic importance
- Stream B: Intervention plans for sites where there is an urgent or pressing need to intervene and alter the management of a particular area of land
- Stream C: Research and Innovation plans, aimed at progressing knowledge and methods

**4.2 Applications and eligibility**

Landowners wishing to join the NPWS Farm Plan Scheme can do so by making an application to NPWS Agri-Ecology Unit in accordance with the procedures outlined in Protocol 1, provided a call for applications is open. Applicants are asked to bear in mind that NPWS Farm Plans are deemed “high-end” interventions to deliver bespoke solutions to intricate environmental issues for habitats and species of conservation concern. Thereby, the emphasis will be on what the plan will deliver for the onsite ecology.

***Making an application***

The NPWS will, when appropriate, make a call for applications to the NPWS Farm Plan Scheme. This will in the first instance be dictated by the availability of funding. Application forms will be made available with the call for applications. These forms will, seek details about the applicant, the land proposed for consideration (location, area, etc.) and potential conservation targets (habitats/species, etc.), in addition to other basic information. In making an application, the applicant consents to their details being kept on file for the purpose of consideration in present and future selection rounds. At the deadline for receipt of applications, an appropriately constituted selection panel will convene to evaluate and rank the applications in accordance with the criteria outlined in this protocol. Further information may be sought in certain cases. An application can be made on behalf of an applicant, but the applicant must sign the application form.

All eligible applications will be subject to individual evaluation in accordance with Protocol 1 of this Terms & Conditions document.

### *Eligibility*

Some fundamental criteria will determine whether an application is deemed eligible. The diagram below (Figure 1) presents a decision-making tree to determine whether an application is deemed eligible. This process will be applied in advance of any scoring or ranking of applications and ineligible or incomplete applications will not be scored or ranked. If an application is not deemed eligible the applicant will be informed and advised how they might meet the terms of the Scheme in future, should they wish to re-apply. To be eligible, an application must essentially be able to move through the diagram to the final question, which must be answered as 'yes'.

1. The first stipulation is that the applicant needs to have the consent of the landowner to manage the land. The applicant will either need to provide proof that they own the land in question, have a current and active lease in their name or written consent of a family member who owns the land. If these criteria are not met, the application will not be considered further. If they are met, the next question can be considered.
2. NPWS Farm Plan Scheme contracts are typically of 5 years duration. The applicant needs to confirm that they can commit to a 5-year contract. If the applicant cannot commit to this, NPWS will consider whether a plan of less than 5 years is acceptable and appropriate. If a contract of less than 5 years is not acceptable for the purpose of the Scheme, the application will not be considered further. If the applicant confirms that they can commit to a 5 year contract, but are not the landowner, they will need to provide confirmation from the landowner that they are open to honouring the agreement or lease with the landowner to cover the period of any Farm Plan that may arise. If NPWS are satisfied that there is minimum risk of the applicant exiting the plan during the 5-year contract, or if NPWS are satisfied that the objectives of a plan can be delivered in less than 5 years, the next question will be considered.
3. As a rule, scheme participants or the same land parcel cannot be paid for the same undertaking twice. There are other schemes and initiatives active across Ireland (including GLAS, EIPs, LIFE, etc.) and the applicant must state whether they or the land in question are involved in any such programmes. In applying, the applicant consents to NPWS cross-checking their details and those of the land parcels (as identified via LPIS) with the administrators of other schemes. If the applicant and the land in question are not already participating in another scheme, there is no risk of 'double funding' (but administrative checks will be undertaken as necessary) and step 4 need not be considered. If the applicant and/or the land in question are already in another scheme, the administrators of both schemes will need to agree that the applicant and/or the land can be party to both schemes. If this cannot be agreed, the application will not be considered further.
4. If the application is to be considered further, NPWS must be satisfied that partaking in the NPWS Farm Plan Scheme will deliver clear additionality beyond what is already being provided for under the other scheme. This can include different targets, a higher level of work, additional engagement and so on. If this cannot be clearly identified, the application will not be considered further. If it can, then the next step will be considered.
5. The application needs to clearly define what the plan targets (objective of the plan) will be. This does not need to be a detailed inventory of works or management but should clearly outline what habitats or species will be managed for and broadly how this will be delivered. If

this is not clear, the application will not be considered further. If there are clearly defined targets, this will allow further consideration.

6. To deliver on the plan targets, it will be necessary to have the appropriate ecological and/or agricultural advisory support. The targets of the plan will be matched to a panel of planners and consideration will be given to the experience and qualifications of planners to design measures relevant to the targets identified in the application. It is also possible for NPWS personnel to act as planners, should they have the necessary credentials and can dedicate the time required to designing and overseeing the plan. If the plan can be designed and overseen by qualified planners, and if all other considerations have been satisfied, the application will go forward to evaluation, where it will be scored and ranked in relation to other prospective plans.

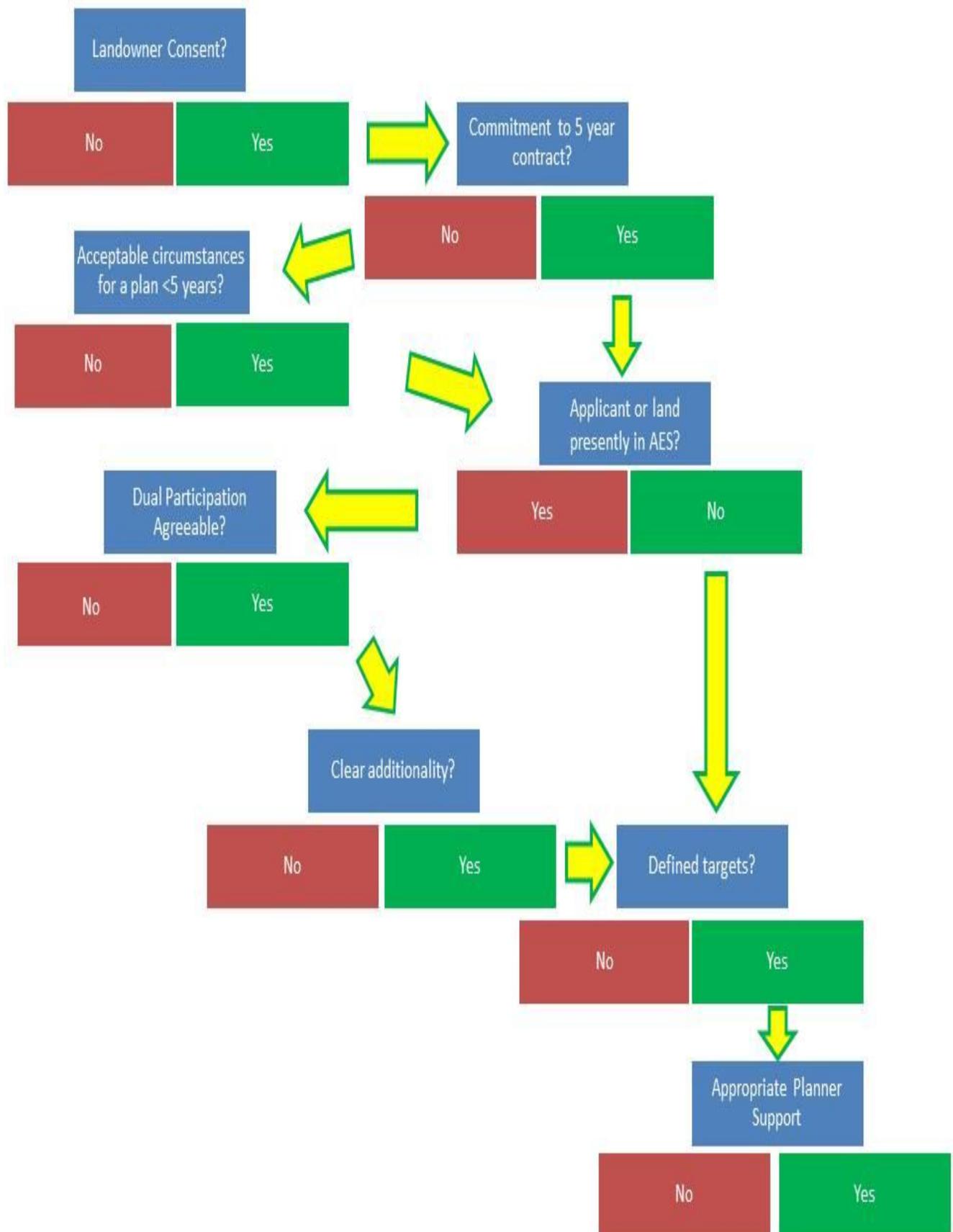


Figure 1. Scheme eligibility decision chart

### **4.3 NPWS Farm Plan submission**

- An applicant who has been successfully selected through the evaluation process will have a planner or planners appointed to design a plan for submission to the Agri-Ecology Unit.
- The Farm Plan and associated documents will be based on guidelines given in *Appendix 1*. The appropriate use of GIS and delivery of relevant mapping standards is an integral part of this process.
- The planner(s) must ensure that the plan meets the requirements of the NPWS and is viable for the land concerned. This will require the active input of the applicant.
- Farm plan submission advances according to the following process:
  1. The proposed plan is given a nominal PRN (Plan Reference Number) by the Agri-Ecology Unit (AEU) using the suffix 'DRAFT' e.g. '2020\_RN\_001\_DRAFT'. This will act as a reflection of the status of the plan for use in administrative purposes and for correspondence between the AEU and the planner and plan participant.
  2. The proposed plan is drafted by the planner and returned to the AEU.
  3. The AEU verifies the plan and any edits or changes are applied in conjunction with the planner.
  4. The plan is screened for Appropriate Assessment (AA) determination.
  5. Upon completion of AA determination, the plan is approved and given a PRN (that being the *nominal PRN* minus the 'DRAFT' suffix and with a corrected date if the plan has moved across to another year\*). \* E.g. if a plan is given the *nominal PRN* 2020\_RN\_001\_DRAFT but starts in 2021, the approved PRN will need to reflect this and will be changed to 2021\_RN\_001.
  6. The plan is then digitized by the Planner; note the digitization process can happen concurrently with plan preparation.
  7. The planner, upon finishing their work should, in future, mark the GIS status and the AEU status within the shapefile's DBF as 'DRAFT'.
  8. The planner securely sends all relevant data including documents, assessments, photographs, LR copy folios, and the shapefile to AEU using the PRN(s) and phase number(s) as a reference in the subject line (YYYY\_CC\_nnn\_PHnn).
  9. The AEU peels off the Shapefile (SHP), the map-related DOC or PDF and transmits these using LiquidFiles to the GIS technician. The transmission from AEU to GIS will use the PRN(s) and phase(s) as the subject line;
  10. NPWS GIS Unit will access the SHP and will see that the GIS status within the DBF is 'DRAFT' (per planner's transmission);
  11. GIS will validate the geometry and attribution against a pre-determined checklist;
  12. GIS will auto-populate any IE and EU fields using AEU-compiled look-up tables – if available;
  13. GIS will auto-populate townland and county fields using official sources of such information;
  14. GIS will enter the GIS technician's name;
  15. GIS will set the GIS status as 'COMPLETE' and leave the AEU status as 'DRAFT';
  16. GIS will securely transmit shapefile(s) to AEU using the PRN(s) and phase number(s) as a subject line;
  17. AEU will review the shapefile: if dissatisfied with quality or correctness AEU will reply to GIS with directions for corrective measures to be applied (while leaving AEU status as 'DRAFT');
  18. If AEU is satisfied with the shapefile(s) they will mark the AEU status as 'ACTIVE' and confirm\* to the GIS Unit that the GIS status is 'COMPLETE' and the AEU status is now 'ACTIVE';
  19. AEU will securely transmit the shapefile(s) back to the planner with the GIS status marked as 'COMPLETE' and the AEU status marked as 'ACTIVE';

- The planner(s) will be paid by NPWS in accordance with the system described in *Appendix 3 Payments* after the plan is approved.
- Applicants should note that continued participation in the Scheme requires annual Compliance Certification by a planner or by NPWS Agri-Ecology Unit – see *Protocol 4 Applications for 2<sup>nd</sup> and Subsequent Payments*.
- Non-compliance will result in reduced payments - see *Protocol 5 Non-compliance (participants)*.
- Derogations will only be granted in exceptional circumstances. Planners seeking derogation should apply in writing to the Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit. Applications for a derogation will normally only be considered prior to the submission of the plan. If derogation is granted, the Derogation Offer Letter must be enclosed with the application to join the Scheme.

The plan will be assessed by NPWS and if considered adequate will be approved for action and payment – see *Protocol 1 NPWS Farm Plan Scheme Applications, Evaluation and Approval*. As part of this process up to 10% of Applications may be selected for a pre-approval audit – see *Protocol 7 Plan Audits and Protocol 8 Risk Analysis in the Selection of Plans for Audit*. Applicants are expected to co-operate in allowing access by the NPWS or their agents for the purpose of pre-approval audits. It is important to note that the NPWS reserve the right to refuse applications that fail to meet the requirements of the Scheme.

The planner(s) who submit(s) a plan will take equal responsibility for the plan contents. Plans that are misleading in respect of key information on the farm enterprise or planned management requirements may be rejected and the planners involved may face sanction by the NPWS. In the case of planning teams, a Lead Planner must be identified for each application. The lead planner will be the primary contact for all communications regarding that plan. They will be named on the cover letter accompanying the application and on the front page of the Farm Plan.

Completed NPWS Farm Plans and associated documents should be sent to;

**NPWS Agri-Ecology Unit  
90. King Street North,  
Dublin 7  
D07 N7CV**

Electronic versions of the plans, including shapefiles, should be sent to [Agri.Ecology@chg.gov.ie](mailto:Agri.Ecology@chg.gov.ie)

#### **4.4 Limitation on the liability of the NPWS for approved Farm Plan content**

The NPWS is not responsible for any losses or costs incurred by the participant as a result of an error in or an omission from their Farm Plan. The NPWS will not accept responsibility for any losses or costs incurred as a result of compliance with a Farm Plan beyond the level of payment agreed during the plan approval process.

#### **4.5 NPWS Farm Plan: duration**

The standard contract will be for a 5 year period. In certain situations longer or shorter term contracts may also be approved, but only where this is clearly stated in the letter of approval from NPWS.

#### **4.6 NPWS Farm Plan: purpose**

The Farm Plan will contain a description of the lands, commonage (if present) and current activities; a description of the habitats and species on the lands; the future management commitments that the participant is entering into; and a calculation of what is to be paid by NPWS. The goal of the plan and the relevant conservation objectives will be outlined in the plan. The plan will help achieve these objectives by advising on all matters relating to the Scheme including;

- Stocking rates and grazing regimes
- Scrub, grassland and rush management
- Adjustments to the current management regime
- Itemised list of undertakings and deliverables which will be captured using the NPWS Conservation Measures Farm Plan codes (CMFPs)
- Specialised training that must be undertaken (a requirement to attend a course of training may be introduced for certain plan types)
- Capital works (e.g. specialised fencing, creation of particular habitats, building repairs for bats, erection of structures, removal of negative impacts or features, etc.)

In the case of results-based plans, payment will reflect the condition of the habitat produced by the plan participant and while advice can be given to achieve higher scores, the advice is not a 'prescription' to follow; it is ultimately in the plan participant's gift as to how s/he wishes to deliver habitat condition.

Compliance with the Farm Plan does not excuse the participant from compliance with the requirements of cross compliance obligations and Nitrates Directive Regulations and participants should be mindful of their requirements in relation to Statutory Management Requirements and Good Agricultural and Environmental Condition requirements.

#### **4.7 NPWS Farm Plan: structure**

The layout of the plan will adhere to the NPWS Farm Plan template format which will be provided to planners at the outset of plan preparation. The plan will include a description of current activities, planned future operations and calculation of payment to the applicant.

Where relevant and available, plans will incorporate the guidelines for appropriate management based on the Conservation Objectives for Natura 2000 site(s). If no appropriate guidelines are available, the planner will consult with the NPWS prior to submitting the plan.

#### **4.8 NPWS Farm Plan: maps**

An NPWS Farm Plan will incorporate a number of maps at various scales. The plan itself shall refer to the maps associated with it. In all instances, NPWS Farm Plans will be digitised as shapefiles in accordance with NPWS data requirements and held on file by both the Planner and NPWS Agri-Ecology Unit, with any amendments undertaken by the Planner being notified to and approved by NPWS Agri-Ecology Unit.

#### **4.9 Rejection of applications**

The NPWS are under no obligation to accept a plan that does not meet the requirements of the Scheme. Furthermore in situations where a participant has recently destroyed, damaged or removed habitats prior to applying for the Scheme, applications will **normally** be rejected. In certain exceptional cases the NPWS reserve the right to accept such applications subject to the following;

- The habitats (that were destroyed, damaged or removed) are reinstated or where this is not possible that alternative habitat enhancement works are implemented. This requirement is over and above the normal requirements of the Scheme and will not be funded by the Scheme. Agreement on this point must be made prior to submitting an application.
- The relevant regional management of the NPWS should be given the opportunity to comment on the plan.
- Any agreement does not in any way preclude the NPWS from taking legal action against the landowner or others involved.

#### **4.10 Payments to participants**

The annual payment made under an NPWS Farm Plan contract is intended to pay the plan participant for losses suffered or costs incurred (including opportunity costs where appropriate) due to compliance with the plan/delivering habitat condition. Payments can only be made on land that is owned by the plan participant or a close relative (NPWSd form required) or in respect of land that is held under a qualifying lease with at least 5 years to run from the date of plan approval and to cover the full term of the plan (unless otherwise agreed in writing by the NPWS Agri-Ecology Unit). Planners and participants should note that no plan can be paid at a rate exceeding the state aid limits – see ‘Funding and State Aid Rules’ and *Appendix 3, Payments*.

NPWS will determine at the outset, whether a plan will be paid on a flat rate (per hectare) basis or on a results basis (e.g. payments on a scale of 0-10, with 10 achieving the highest possible payment and scores below 4 receiving no payment) and this shall be clear as part of the plan and communicated to the plan participant.

#### **4.11 Activities Requiring Consent (ARC) and Notifiable Actions (NAs)**

Activities Requiring Consent (ARC) and Notifiable Actions (NAs) apply to designated sites. Planners must consider the relevant ARCs when preparing a Farm Plan and consult with NPWS (including the local District Conservation Officer or Conservation Ranger). Any planned activity which requires consent must be clearly identified in the plan. If this is done an approved NPWS Farm Plan is considered as consent for the planned activity.

Participation in the Scheme does not confer consent for any activity not included in the plan. Such activities will still require consent from NPWS. Planners should first discuss with NPWS about other activities which are proposed, which may have direct or indirectly impacts on a designated site or protected species. Depending on the activity, consent may be required by an authority other than the Minister with responsibility for the NPWS Farm Plan Scheme (e.g. planning permission or consent under the EIA (Agriculture) Regulations may be required for certain activities).

#### **4.12 Appropriate Assessment**

Plans that are within Natura 2000 sites, or the ecologically connected to European sites, are subject to the normal process of assessment for impacts on the Qualifying Interests/Special Conservation Interests/Conservation Objectives of sites.

##### *Screening for Appropriate Assessment*

The European Directive 92/43/EEC (The Habitats Directive) was transposed into Irish law by the European Communities (Natural Habitats) Regulations 1997 and European Communities (Birds and Natural Habitats) Regulations 2011 (Habitats Regulations).

Plans or projects that are directly connected with or necessary to the management of a Natura 2000 site do not require AA if the activity is regarded as necessary for the management of the site in light of all its QIs/SCIs and COs.

For this exception to apply, management should be interpreted narrowly as nature conservation management in the sense of Article 6(1) of the Habitats Directive. This refers to specific measures to address the ecological requirements of annexed habitats and species (and their habitats) present on a site. The relationship should be shown to be direct and not a by-product of the project or activity, even if this might result in positive or beneficial effects for a site.

As the NPWS Farm Plans constitute a plan (or project), and many of the plans are within Natura 2000 sites, or the ecological zone of influence of European sites, the plans are subject to the normal process of assessment for impacts on the Qualifying Interests/Special Conservation Interests/Conservation Objectives of sites. In many cases, NPWS Farm Plans interact across more than one QI/SCI/CO and are thus subject to screening for Appropriate Assessment. Regulation 42(1) of the 2011 Regulations requires that:

*“a screening for Appropriate Assessment of a plan or project for which an application for consent is received, or which a public authority wishes to undertake or adopt, and which is not directly connected with or necessary to the management of the site as a European Site, shall be carried out by the public authority to assess, in view of best scientific knowledge and in view of the conservation objectives of the site, if that plan or project, individually or in combination with other plans or projects is likely to have a significant effect on the European site”.*

Once Farm Plans have been drafted, and undergone the referral process, they are evaluated to determine if they are necessary for the management of the site. They may then be screened for Appropriate Assessment using a standard template completed by the planner. NPWS are ultimately responsible for the AA screening and sign-off. All effort will be made to ensure no conflict between plan objectives and the Conservation Objectives of any associated sites. Application of the precautionary principle will apply where there is any uncertainty/ambiguity around the possible effects of the management plan or its actions, and a referral to relevant staff for advisement may be required after initial background documentation on screening is provided e.g. an AA screening report. Planners and NPWS will reflect/comment upon relevant plans, and actions therein with respect to the potential impacts (Beneficial, Benign, Negative [Long-term/short-term]) on each qualifying interest within a site.

Where Farm Plan participants, or indeed the NPWS, require to undertake activities outside of the actions consented for in their NPWS Farm Plan, this is a matter for the appropriate consenting authority e.g. DAFM, Local Authority, local NPWS etc. and further assessment may be required.

#### *Assessment of potential impacts*

In cases where negative or potential negative impacts are identified, the AEU will consult with the farm planner and landowner, and redraft the plan taking into consideration the findings of the screening. It is important to remember that NPWS Farm plans are designed to deliver conservation measures to specific targets within areas, with the intention of doing no harm to other conservation interests within sites.

The plans also strive for a holistic approach to the receiving environment. While a particular target might be the initial interest or driver of a plan, where opportunities exist to benefit other important habitats or species on site, these will be explored and at the very least, considered so that they are not unnecessarily negatively impacted upon. Examples might include pollinators, amber/red listed species, or annex habitats/species that are not QIs of a particular site.

The standard templates for undertaking the Appropriate Assessment screening are included in Appendix 4.

#### **4.13 Changes to approved plans**

The Farm Plan can be amended or updated to ensure that it is fit for purpose. It is important that at all times the plan reflects the reality on the farm itself and that it is amended in response to significant changes in landholding size or enterprise.

#### **4.14 Plan amendments – see Protocol 3 Plan Amendments**

A formal plan amendment is required to deal with major changes to the plan. These include;

- a. Major changes to the habitat and species management guidelines issued to planners.
- b. Changes to the boundaries of the designated area initiated by the NPWS.
- c. Changes to the landholding area. This only applies where target area is involved or where the change is a greater than 20% or 5 hectares (whichever is least) of the area of non-target land farmed.
- d. Significant changes to the farm enterprise, e.g. this could include a change from grazing cattle to tillage.
- e. Changes to the eligibility of lands managed, e.g. where land previously rented on a short term basis becomes subject to a long term lease.
- f. To correct a significant error in the plan.

In the case of 4.14.a & 4.14.b above if the participant is unwilling or unable to accept the implications of such changes they are free to withdraw from the Scheme. This does not affect their right to appeal any boundary changes to the designated area (if such a right exists).

In the case of 4.14.c and 4.14.d, the planner should consult with NPWS Agri-Ecology Unit to establish if a formal amendment is required. All changes to farm area must be notified in writing to the NPWS on the subsequent NPWSg (Compliance Report) and Form NPWSe. Amendments will also have to be captured as part of the GIS workflow which will include the submission of new shapefiles. This applies

whether the lands involved are designated or not and irrespective of whether a plan needs to be amended or not.

With the exception of amendments required to correct an error in the plan, the planners are paid by NPWS for amending plans - *see Appendix 3 Payments*. NPWS reserve the right to ask the participant to pay for the plan amendment, where the change is initiated by the applicant or could have been foreseen at plan entry.

#### **4.15 Plan updates**

A plan update is prepared by the planning team. It is a mechanism for making minor changes to a participant's plan. The update supplements the plan rather than replaces it. An example would be a plan update required to incorporate soil test results that were not available at the time that the original plan was produced. The cover of the plan should be clearly marked with "Plan Update" and the relevant date. Once approved by the Agri-Ecology Unit a copy will be sent to the participant along with an NPWSf form. This form must be signed by the participant and returned to the NPWS before any further payments can be issued.

Other examples of where a plan update is required include;

- Minor changes in landholding size.
- Minor changes in enterprise,
- Changes in plan participant contact details, notified in writing by planner to NPWS.
- Minor changes to implementation section of NPWS Farm Plan.
- Remedial action required after a failed compliance check or audit.
- In response to minor issues that were not anticipated by the habitat management guidelines.
- Minor errors in the NPWS Farm Plan.
- LPIS Plot changes

**Note:**                      **No fee is payable to planners for producing a plan update.**

#### **4.16 NPWSf form**

In all cases where a Farm Plan is amended or updated, the participant must sign an NPWSf form confirming that they have received a copy of the amended plan or update and are aware of the changes involved. Where an amended or updated plan is required no further payments will be made to a participant until a signed NPWSf form has been returned to the NPWS Agri-Ecology Unit - *see Appendix 1 Documentation and Guidelines on Plan Preparation*.

#### **4.17 Post approval derogations**

The NPWS will consider derogations from the requirements of the Farm Plan contract where these are required for conservation reasons. The granting of a post-approval derogation is entirely at the discretion of the Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit.

In all cases participants and planners should note the following;

- The planner should consult with the relevant local staff of the NPWS or relevant agents prior to making an application for derogation.

- The application for derogation should be made in writing to the Inspector Grade II in the NPWS Agri-Ecology Unit prior to carrying out any changes in a plan. Documentation arising from consultations with relevant NPWS staff or agents should also be submitted.
- The NPWS Agri-Ecology Unit appreciate that certain requests may be time sensitive and will endeavour to make a decision as quickly as possible.

**Note:** **Post approval derogations will only be available in exceptional circumstances. Planners and participants should not assume that such a derogation will be granted.**

#### **4.18 Termination of NPWS Farm Plan contracts**

The NPWS Farm Plan contract will end after;

- The expiry of the term of the contract, see paragraph 4.5 above.
- The death of the participant - see 4.19 and Protocol 4, Applications for Second and Subsequent Payments, Section 4b, Question 4.
- The voluntary withdrawal of the participant, - see Protocol 4, Section 4b, Question 5.
- As a result of serious or repeated non-compliance with the terms of the contract, see Protocol 5 Non-compliance (participants).
- If a Farm Plan contract is deemed abandoned by the NPWS, see paragraph 4.20 below.
- If the NPWS believe that the continuation of the contract would bring the Scheme or the NPWS into disrepute - see Protocol 5 Non-compliance (participants).
- If, since designation, the destruction, damage or removal of habitat in a Natura 2000 site (prior to joining the Scheme) is not disclosed in the initial application and is discovered subsequent to the plan being approved, the applicant may be expelled from the Scheme.
- The NPWS will in all cases write to the applicant confirming the termination of the Farm Plan.

#### **4.19 Death of a Participant**

Where a participant dies within the contract period, the following will apply;

- Where there is no legal successor willing or able to take over the contract, Force Majeure shall be applied terminating the agreement, payment to the estate of the deceased participant will be made up to the date of the participant's death
- Alternatively, where the contract is in the sole name of the deceased participant, their legal successor(s) may apply to take it over for the period remaining.
- The personal representatives of a deceased participant may take over the contract pending the Grant of Probate or Letters of Administration. An individual must be named as the farm manager for the purposes of delivering the measures at farm level until transfer of ownership is complete.
- Where the contract is in joint names, the surviving partner(s) shall have the option of taking over the Farm Plan Contract.

When a participant or joint participant dies, the executor or the NPWS farm planner should contact the NPWS Agri-Ecology Unit with the details of the situation.

A person or persons applying to take over by way of inheritance an NPWS Farm Plan contract must produce any one of the following documents to confirm their/their status a rightful successor(s);

- Certified copy of Will and Probate
- Certified copy of Letters of Administration
- Deed of Transfer and Dealing Number issued by Land Registry for registration
- Copy of Land Folio from the Land Registry

#### **4.20 Plan abandonment**

A plan shall be deemed abandoned if the NPWSe and NPWSg (Compliance Report) are not submitted within six months of the participant's anniversary date. Before a Farm Plan would be terminated under this heading the following procedures will be carried out;

- The NPWS will consult with the relevant lead planner approximately two months after the anniversary date has passed to ascertain the reason for the delay.
- If the NPWSe and NPWSg (Compliance Report) have not been submitted five months after the anniversary date the NPWS will write to the participant to explain the seriousness of the matter.
- If one month after such a letter is sent, there is no response from the participant or there is no prospect of an application for payment being made then the participant's contract will be terminated.
- Where compliance certification has not been issued within 9 months of the anniversary date, irrespective of communications to/from NPWS Agri-Ecology Unit, NPWS reserves the right to suspend or terminate the contract.

#### **4.21 Communications**

The primary means of communication between the NPWS and plan participants will be by e-mail, post and telephone. It is essential that all plan participants keep the NPWS Agri-Ecology Unit updated as regards their contact details. The NPWS will continue to explore how the effectiveness of the Farm Plan Scheme could be enhanced by improvements in Information and Communications Technology.

The NPWS may from time to time communicate general information to plan participants by means of numbered circulars. NPWS reserve the right to use planner contact details to communicate on matters relating to nature conservation, but outside the direct scope of the Farm Plan.

## **Section 5: NPWS farm planners**

NPWS farm planners have a key role in the operation and success of the Scheme. Their integrity and professionalism are essential if the objectives of the Scheme are to be achieved.

### **5.1 Role of NPWS farm planners**

NPWS Farm Plans are drawn up by contracted planners - *see Protocol 2 Appointing Planners*. NPWS farm planners act as contractors or agents on behalf of the NPWS, they are not employees of the NPWS; their role is to support participants in the NPWS Farm Plan Scheme by;

- Providing general and specific information about the Scheme.
- Producing NPWS Farm Plans.
- Acting as a liaison between the NPWS and the participant throughout the lifetime of the plan
- Certifying compliance with NPWS Farm Plan Scheme contracts.
- Scoring the quality of plots for particular habitats or species (in the case of results-based plans).

#### *Farm planner panel*

NPWS will from time to time (usually on a two-yearly basis) form a panel of farm planners from ecological and/or agronomical backgrounds. A call shall be made for applications from interested parties to be listed on the panel of planners.

A single application can only be made by an individual for themselves. Employers cannot apply for multiple employees. A CV must be included with each application.

Applicants are asked to nominate the categories or disciplines for which they feel they can contribute best. Applicants can nominate any number of categories or disciplines, but if they do not have adequate experience or qualifications under a particular category or discipline, they will not be placed on a panel for that category or discipline.

All applicants will be evaluated on the information provided in their applications and CV, and only those who obtain an evaluation score of at least 60/100 will be eligible for a position on the panel. Applicants will be categorised according to the specialist areas they have indicated on their applications.

As plans are selected for creation, panellists for that particular plan type (category) will be contacted by NPWS with a view to tendering for the plan and ultimately a planner or team of planners will be contracted to design the plan and be the planner(s) for the duration of that plan. Being placed on the panel is not a guarantee of a contract to draft Farm Plans.

NPWS will assess each application and assign a score, based on the experience (60 marks) and qualifications (40 marks) of the candidate as relevant to the categories or disciplines highlighted on the application. Applicants who receive a total score of 60/100 for particular categories or disciplines and at least half marks for experience and expertise respectively will be listed on the panel for those categories or disciplines. Panellists will be ranked according to total score. Applicants will be notified of the outcome of their application by email.

The NPWS farm planner panel will normally last for a duration of 24 months from the time of establishment or until otherwise notified. NPWS reserves the right to open the panel for further applications during that time if necessary.

The following points apply to all planners;

- NPWS farm planners are paid on a case by case basis for their work on behalf of the NPWS - *see Appendix 3 Payments.*
- The NPWS will not be held responsible for the actions of planners.
- If a planner decides to no longer be listed on the farm planner panel, they must notify the Agri-Ecology Unit of this, and cannot transfer the details of the plans they hold without the prior consent of the Agri-Ecology Unit.

## **5.2 Responsibilities of planners**

NPWS farm planners are expected to maintain certain minimum standards. These are essential if the Scheme is not to be undermined. These standards include ensuring that;

- Applicants are eligible to join before applications are submitted.
- Payment is only claimed on lands eligible for payment.
- Applications are submitted with all required documentation.
- Plans are of adequate quality and reflect the current landholding practices, describe habitat types on the farm and include a planned management regime that can meet the conservation objectives for the site.
- Plans comply with the Terms of the Wildlife Act 1976 and subsequent amendments.
- Plans comply with relevant Conservation Management Plans and Commonage Framework Plans if relevant.
- Plans comply with habitat and species management prescriptions and guidelines, where these exist (including requirements under the Birds and Habitats Directives)
- Applicants are aware of and fully understand the obligations they are taking on in the Scheme including those obligations under Nitrates Directive Regulations and Cross Compliance requirements.
- Applicants understand that sites/areas included in the plan may be subject to audits and inspections by the NPWS or their agents.
- Compliance checks are carried out and non-compliance by a participant with their Farm Plan is reported to the NPWS Agri-Ecology Unit.
- Planners have a responsibility to participants to ensure that applications for second and subsequent payments are made in a timely manner.
- Ensures that no conflict of interest exists between themselves and the participant.
- Applicant's personal data is kept secure and only used for the purpose for which it was collected. Planners must comply with all relevant data protection legislation.
- NPWS Agri-Ecology Unit are kept informed of any changes to the planner's or participant's contact details, e.g. address, phone number, e-mail address etc.

Planners are reminded that they are only permitted to sub-contract or delegate any aspect of the Farm Planning process to persons or companies when approved in writing to do so by NPWS.

### **5.3 Duty of planner to support participants in the Scheme**

A person's status on the NPWS farm planner panel is not compatible with refusing or failing to carry out compliance checks and applications for second and subsequent payment.

If a planner or planning team is unable to adequately support participants in the Scheme for any reason, they should inform the NPWS Agri-Ecology Unit so that alternative arrangements can be made. In normal circumstances it is envisaged that the individuals planning partner will take over responsibility for the plans in question.

### **5.4 Planner teams**

NPWS Farm Plan can either be prepared by both an agronomist and an ecologist, working as a planning team, or by a single planner with appropriate agri-environmental experience. Contracted planners can work in conjunction with more than one planning partner.

#### *Planner/participant relationships.*

A planner may not produce a plan for or certify compliance in respect of land owned or managed by that planner (or a family member of that planner) without the prior written consent of the Agri-Ecology Unit. If the planner is employed by a company, or is the proprietor of, a partner or a director in a business that is engaged in NPWS Farm Planning then the planning team that prepares their plan must not be associated or linked with that business.

It is not appropriate for a planner to produce a plan or certify compliance for a close relative. For this purpose a close relative is defined as;

- A spouse/partner, parent, grandparent, sibling, aunt, uncle or first cousin or the parent, grandparent, sibling, aunt, uncle or first cousin of their spouse/partner.

If during the course of a participant's contract the relationship between the planner and the participant changes in a manner that may create a conflict of interest, then the participant must seek a new planner. The Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit must be informed of the circumstances, in writing, by the planner.

### **5.5 Planner fees**

It is not appropriate for the planner to charge any fee or expense to a participant for any aspect of their work on the NPWS Farm Plan Scheme. The planner's fees are paid directly by the NPWS, in accordance with a contract (see Protocol 2, Appointing Planners).

It is permissible for a planner to charge a participant for services provided in the case where an applicant withdraws their application prior to approval. A planner may at their own discretion, assist a participant with minor matters outside the scope of the NPWS Farm Plan contract. This could include assistance with BPS declarations or assistance with completing Central Statistics Office census forms or Farm Profiles for the Revenue Commissioners.

### **5.6 Planner's professional indemnity insurance**

Planners are advised to have insurance cover in place. Planners should inform applicants of the insurance cover that they have.

### **5.7 Restrictions on submission of plans**

A lead planner is not permitted to submit an application for a new Farm Plan contract if there is an outstanding request (>2 months) for clarifications or updates in respect of another plan in the approval system.

### **5.8 Change of planners (at the request of a participant)**

A participant may request to change planners at any time, subject to the availability of appropriately qualified planners to assume planning responsibilities. Participants considering such a move should be aware of the following;

- Changing planner(s) will not change their requirements under the plan or the way in which their undertakings shall be evaluated/reported upon.
- Applications to change planners must be made in writing by the participant to the NPWS Agri-Ecology Unit, clearly outlining the reasons why they would like to change planner(s) and providing any necessary supporting documentation or statements.
- If a participant requests a change of planner(s) the NPWS will notify the original planner(s) that such a request has been made.
- Agri-Ecology Unit shall consider the request, taking into consideration the perspectives of the planner(s) and the participant, the terms of the existing contract with the planner, the availability of other planners and ultimately the requirements of the habitat or species upon which the plan depends.
- Should a contract of a planner be terminated, it will be terminated in accordance with the specifications, terms & conditions of the contract itself.
- Should a new planner/planning team confirm that they are willing to take over the plan a copy of the approved Farm Plan and associated documents will be sent to the new lead planner.
- The new planner/planning team will receive no fee for this, other than future payments for supporting this participant.
- A request to change planner(s) subsequent to the planner(s) reporting an incident of non-compliance will be considered as a risk factor in selecting plans for audit.
- The participant must have a planner at all times.
- Any request by a participant to change planner(s) that results in any increased cost to the NPWS may result in a reduced payment to the participant to reflect the increased cost to NPWS. The new planner(s) will not receive any payment (other than for an amended plan if one is required) until they complete the compliance certification at the participants next anniversary date in the Scheme.

### **5.9 Change of planner(s) (at the request of a planner)**

A planner may withdraw from supporting a particular participant where;

- The relationship between the planner and the participant has completely broken down.
- Where the planner is unable to adequately support the participant's continued participation in the Scheme.

The planner must appreciate that he or she has a responsibility to participants and a responsibility to honour the terms and conditions of their contract. The termination of support to an individual participant should only be made in the first six months of a participant's recording year. This is to allow the NPWS adequate time to acquire a new planner. This restriction does not apply in Force Majeure cases, including planner illness.

A planner who wishes to withdraw from supporting a particular participant in the Scheme must provide written notice to both the participant and the NPWS contact point as outlined in their contract. The planner is advised to keep a Certificate of Postage for the notice letter to the participant. The Planner who is withdrawing from the being a NPWS farm planner may not transfer their clients to another farm planner or planning team. In Force Majeure cases the NPWS may at their discretion certify compliance directly.

#### **5.10 Implications for planning partner, clients and NPWS following death, retirement, resignation of planner or removal of planner approval**

A planner must appreciate that they have a responsibility to the NPWS and to the participants with whom they are dealing. If the planner wishes to exit from a contract he or she must inform the NPWS Agri-Ecology Unit. They should also inform the participants that they are dealing with, as a matter of courtesy.

A planner who is resigning from a plan is reminded of their obligations under the General Data Protection Regulation (GDPR) and the confidentiality agreement of any associated contract. Confidential information in relation to participants should be returned to the participant or to the NPWS.

#### **5.11 Changes to planning structures**

If it becomes apparent to the NPWS that the farm planner panel is not capable of delivering the level of planning or compliance certification required, then NPWS reserves the right to directly contract to further planning services, or undertake planning/compliance control in-house.

#### **5.12 Communications**

The primary means of communication between the NPWS and planners will be by e-mail and telephone. It is essential that all planners keep the NPWS Agri-Ecology Unit updated as regards their contact details. The NPWS will continue to explore how the effectiveness of the Farm Plan Scheme could be enhanced by improvements in Information and Communications Technology.

The NPWS may from time to time communicate general information to planners by means of numbered circulars. These will be distributed by e-mail. The circulars will detail changes to habitat and species management guidelines, policy changes, changes to fee structures, details of seminars or training courses etc.

NPWS reserve the right to use planner contact details to communicate on matters relating to nature conservation, but outside the direct scope of the Farm Plan.

**5.13 Failure of planner(s) to meet necessary standards**

Should a planner fail to maintain the standards expected and outlined in their contract, the NPWS can terminate the contract and such failures shall be considered where the planner tenders for future work.

**Section 6: Applications for Second and Subsequent Payments**

A valid application for a second or subsequent payment consists of the following;

- NPWSe Form.
- Current BPS declaration (copy of).
- Completed NPWSg (Compliance Report).
- Soil report and fertiliser recommendations (if required).
- Tax Clearance Certificate (where appropriate)
- In the case of results-based payments, payments are based on the quality of habitat condition and the above forms (apart from TCC where necessary) do not directly apply.

**Note:** For full details on this process – see *Protocol 4 Applications for Second and Subsequent Payments*.

The amount of advance payment to be issued at the outset of an approved plan is at the discretion of NPWS, but generally advance payments are in the order of 30% to 50% of the annual payment. The applicant is also allocated a Plan Reference Number and a start date at this time. This is communicated to the applicant by letter. For various reasons, the start date for the plan and the approval date of the plan may be separate dates and will be shown on the front of the plan. In most cases this is the date when the plan was signed by NPWS administration, but it may cover a period for which it is accepted by NPWS Agri-Ecology Unit that the participant observed the requirements of the plan, where these requirements had been discussed with NPWS Agri-Ecology Unit while the plan was being drawn up/yet to be finalised. This date appears on the front page of the plan.

At the end of Year 1, it is necessary for the planner to formally apply on behalf of the participant, for the second payment. The second payment consists of the remainder of the preceding year's payment plus the option of an advance payment for the year ahead. The final payment at the end of year 5 (or whenever the contract ends) shall be for the portion of the final year payment that is made in arrears, e.g. 70% if the first advance instalment was 30% (note: result-based plans will be paid according to the score received in a given year).

The participant is expected to co-operate with the planner in this procedure. The application for a second or subsequent payment should be made within the two months following the participants' anniversary date. If for any reason this is not possible, the Agri-Ecology Unit should be informed by email to [Agri.Ecology@chg.gov.ie](mailto:Agri.Ecology@chg.gov.ie).

The NPWS will aim to make second and subsequent payments within 8 weeks of the receipt of the NPWSe and NPWSg (Compliance Report) and other relevant documentation. There is no penalty for the participant for late submission (excluding plan abandonment cases – see paragraph 4.20) at present but the NPWS reserve the right to introduce such a penalty if late submission of applications for payment becomes problematic.

**Section 7: NPWS Farm Plan Audits**

All plans shall be subject to annual compliance checks and may be subject to audits. Plan audits will be carried out by a suitable person appointed by the NPWS. All participants must co-operate with the carrying out of audits. For full details on Audit procedures – see *Protocols 7 & 8*.

**7.1 Right of entry for inspections and audits**

The NPWS reserves the right to carry out audits and inspections at reasonable times of any or all of the following; land, agricultural buildings, title documents, plant, equipment, livestock and records of applicants/participants. Where relevant to the plan objectives, it may also be necessary for agents acting on behalf of NPWS to access the land for example contractors for fencing, scrub removal, or other 'capital works, Nest Protection Officers, etc. This access should be discussed between the participant and planner and NPWS and reflected in the plan at the outset. If these requirements become known after the initial plan is approved, the access will be discussed between the participant and planner and NPWS.

Inspections may be carried out at any time from the date of application until 12 weeks after the participants' completion of the Farm Plan contract.

**Section 8:      *Non-compliance, Deductions from Potential Payments & Appeals*****8.1      Deductions from potential payments for non-compliance**

Detected cases of non-compliance with a Farm Plan Contract will result in deductions from potential payments - *see Protocol 5 Non-compliance (participants)*.

- Deductions from potential payments may result from;
  - Non-compliance noted by the farm planner.
  - Non-compliance noted by an NPWS Farm Plan Auditor.
  - Cross reporting communication with the Department of Agriculture, Food & the Marine.
  - Reports from Regional Management of the NPWS.
- Deductions from potential payments will be in the range of 5-100% of a full year's payment.
- All participants will be informed in writing of any proposed deductions from potential payments. For full details on deductions from potential payments see *Protocol 5 Non-compliance (participants)*.
- Once a deduction from potential payments has been decided on, the NPWS will issue the remainder of the payment (if any) due to the participant.
- In the case of results-based payments, reductions from potential payments are essentially reflected in the deduction of points in the score applied to the habitat.
- In serious cases of non-compliance the NPWS reserve the right to terminate the participants Farm Plan contract.
- The NPWS reserve the right to take firmer action including termination of a participant's contract in cases of repeat non-compliance.
- The NPWS will where appropriate, cross report non-compliance to the Department of Agriculture, Food & the Marine.
- In cases where the NPWS Agri-Ecology Unit suspect that a criminal offence has been committed the matter will be reported to the Regional Management of the NPWS and if necessary to An Garda Síochána or other relevant authorities.
- In cases where the NPWS believe that there are animal welfare issues, these will be reported to An Garda Síochána and the Department of Agriculture, Food & the Marine.

**8.2      Appeals**

A participant who has been informed of a proposed deduction from potential payments has the right to an appeal the deduction from potential payments – *see Protocol 5 Non-compliance (participants)*.

**Section 9: Other Issues****9.1 Information and data protection**

Personal Data collected by the NPWS during the operation of the Scheme will only be used for the purpose for which it was collected.

The Department of Culture, Heritage & the Gaeltacht 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 in relation to individual suppliers, payees and grantees can be found on our website at: <https://www.chg.gov.ie/help/legal-notice/privacy-statement/suppliers-payees-grantees> Further information on Data Protection can be found on our website at: <https://www.chg.gov.ie/help/legal-notice/data-protection/>

The Department reserves the right to make public, general information regarding the NPWS Farm Plan Scheme including the number of participants, farms, payments made per plan type, per county etc., hectares covered, species/habitats present/absent etc. The Department also reserve the right to make information available to other Government Departments and/or agencies involved with the implementation of EU and National legislation concerning environmental protection.

The Department reserve the right to make data available for legitimate research purposes. An applicant or a participant's personal details will not be disclosed for this purpose without their consent.

**9.2 Monitoring**

The NPWS Agri-Ecology Unit in association with Regional Management of the NPWS and the Scientific Unit of the NPWS will monitor the effectiveness of the Scheme. The guidelines and management prescriptions used in the Scheme will be kept under review to ensure that they are fit for purpose. Planners are encouraged to make a contribution to this process by noting the effectiveness of plans in terms of their impact on key species. Any such comments may be incorporated into the NPWSg (Compliance Report) or notified separately to the NPWS Agri-Ecology Unit. Habitat and species management guidelines will be amended if monitoring or new information suggests that they need to evolve. If this occurs the NPWS may require certain approved plans to be amended.

**9.3 Training**

The NPWS may from time to time arrange further training for farm planners, participants and others. Such training will be arranged if the NPWS considers that it would contribute to achieving the Scheme objectives or meeting wider conservation requirements. Attendance at further training may be made

compulsory in certain cases. If this occurs the NPWS will endeavour to give adequate notice and where feasible offer alternative dates. The NPWS may select a small number of sites/landholdings as demonstration sites/landholdings to facilitate such training. If this occurs a supplementary payment will be made to the participants involved - *see Appendix 3 Payments*.

#### **9.4 Eligibility for a second or subsequent NPWS Farm Plan scheme contract**

After the expiry of a Farm Plan contract, the participant shall be eligible to apply for a subsequent contract. This acceptance of such an application is subject to the availability of funding. There is no absolute guarantee that after the completion of an existing contract that a new contract will be approved. Subsequent plans will depend upon;

- The availability of funding.
- The continued operation of the Scheme or the relevant plan type.
- A decision as to whether the original plan met its objectives, or whether ongoing intervention is necessary.
- A decision as to whether the first contract constituted a transition arrangement, to allow the participant to meet their future cross compliance requirements.
- A decision as to whether the participant is being restricted in activities as a result of the designation.

A decision on whether existing plans will be incorporated into an overall assessment process with new plans will be made by the Director of the National Parks & Wildlife Service.

The conservation value relative to cost of a repeat application will have to be considered as part of the NPWS pre application screening process.

#### **9.5 Habitat definitions**

All references to habitat types in this document and in NPWS Farm Plans will be as defined in “Guide to Irish Habitats”<sup>2</sup>.

#### **9.6 Further conditions**

The NPWS may at any time lay down further conditions under this Scheme.

#### **9.7 Amendments to the Terms and Conditions document and other instructions to planners and participants**

If it is necessary to amend or update this document or any other instructions or guidelines pertaining to the Scheme then the NPWS;

- Will issue the information on changes going forward to all stakeholders and if appropriate to participants by means of a numbered Official Circular, e.g. Circular NPWS FPS2021/05. This example would represent the 5<sup>th</sup> such circular in the Year 2021.

This circular will contain a date from which the change going forward will be considered to be in force.

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<sup>2</sup> [http://www.heritagecouncil.ie/fileadmin/user\\_upload/Publications/Wildlife/Guide\\_to\\_Habitats.pdf](http://www.heritagecouncil.ie/fileadmin/user_upload/Publications/Wildlife/Guide_to_Habitats.pdf)

**9.8 GIS and Data Standards**

GIS and Data Standards should be followed as per guidance to planners from the National Parks & Wildlife Service.

**9.9 Interpretation of Terms and Conditions document**

The NPWS may expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions document at any time. If necessary such an interpretation will be circulated to all planners in the manner described in the preceding paragraph.

## ***Protocol 1.***

### ***NPWS Farm Plan Scheme Applications, Evaluation and Approval***

#### **Background**

The National Parks & Wildlife Service (NPWS) Farm Plan Scheme provides a number of opportunities for supporting and promoting positive interaction between landowners and Ireland's natural heritage. Lessons learned through trialling innovative and bespoke measures for particular habitats and species can inform new approaches to delivering on Ireland's biodiversity commitments. While in some cases the NPWS Farm Plan Scheme will provide an important test-bed for particular agri-environmental measures, in other cases it may be the most suitable and responsive mechanism for incentivising and delivering conservation measures.

As with any scheme, funding is limited and decisions have to be made regarding which plans are supported and financed. To ensure that the selection of plans is effective, objective and consistent, rules and procedures are required. The relevant criteria are outlined in this protocol of the NPWS Farm Plan Terms & Conditions.

#### **Making an application**

The NPWS will, when appropriate, make a call for applications to the NPWS Farm Plan Scheme. This will in the first instance be dictated by the availability of funding. Application forms will be circulated with the call for expressions of interest. These forms will be relatively simple, seeking details on the applicant, the land in question (location, area, etc.) and potential targets (habitats/species, etc.), in addition to other basic information. In making an application, the applicant consents to their details being kept on file for the purpose of consideration in present and future selection rounds. At the deadline for receipt of applications, an appropriately constituted selection panel will convene to evaluate and rank the applications in accordance with the criteria outlined in this protocol. Further information may be sought in certain cases. An application can be made on behalf of an applicant, but the applicant must sign the application form.

#### **Priority streams**

The NPWS Farm Plan Scheme will operate different streams, to deliver new plans in a strategic manner. These streams are:

- Stream A: Conservation Measure plans for sites of strategic importance
- Stream B: Intervention plans for sites where there is an urgent or pressing need to intervene and alter the management of a particular area of land
- Stream C: Research and Innovation plans, aimed progressing knowledge and methods

While all eligible applications will be subject to individual evaluation, the budget allocation across funding streams A, B and C will be decided upon by the Director of the National Parks & Wildlife Service.

## Eligibility to join the Scheme

Some fundamental criteria will determine whether an application is deemed eligible. The diagram below (Figure 1) presents a decision-making tree to determine whether an application is deemed eligible. This process will be applied in advance of any scoring or ranking of applications and ineligible or incomplete applications will not be scored or ranked. If an application is not deemed eligible the applicant will be informed and advised how they might meet the terms of the Scheme in future, should they wish to re-apply. To be eligible, an application must essentially be able to move through the diagram to the final question, which must be answered as 'yes'.

1. The first stipulation is that the applicant needs to have the consent of the landowner to manage the land. The applicant will either need to provide proof that they own the land in question, have a current and active lease in their name or written consent of a family member who owns the land. If these criteria are not met, the application will not be considered further. If they are met, the next question can be considered.
2. NPWS Farm Plan Scheme contracts are typically of 5 years duration. The applicant needs to confirm that they can commit to a 5-year contract. If the applicant cannot commit to this, NPWS will consider whether a plan of less than 5 years is acceptable and appropriate. If a contract of less than 5 years is not acceptable for the purpose of the Scheme, the application will not be considered further. If the applicant confirms that they can commit to a 5 year contract, but are not the landowner, they will need to provide confirmation from the landowner that they are open to honouring the agreement or lease with the landowner to cover the period of any Farm Plan that may arise. If NPWS are satisfied that there is minimum risk of the applicant exiting the plan during the 5-year contract, or if NPWS are satisfied that the objectives of a plan can be delivered in less than 5 years, the next question will be considered.
3. As a rule, scheme participants or the same land parcel cannot be paid for the same undertaking twice. There are other schemes and initiatives active across Ireland (including GLAS, EIPs, LIFE, etc.) and the applicant must state whether they or the land in question are involved in any such programmes. In applying, the applicant consents to NPWS cross-checking their details and those of the land parcels (as identified via LPIS) with the administrators of other schemes. If the applicant and the land in question are not already participating in another scheme, there is no risk of 'double funding' (but administrative checks will be undertaken as necessary) and step 4 need not be considered. If the applicant and/or the land in question are already in another scheme, the administrators of both schemes will need to agree that the applicant and/or the land can be party to both schemes. If this cannot be agreed, the application will not be considered further.
4. If the application is to be considered further, NPWS must be satisfied that partaking in the NPWS Farm Plan Scheme will deliver clear additionality beyond what is already being provided for under the other scheme. This can include different targets, a higher level of work, additional engagement and so on. If this cannot be clearly identified, the application will not be considered further. If it can, then the next step will be considered.
5. The application needs to clearly define what the plan targets (objective of the plan) will be. This does not need to be a detailed inventory of works or management but should clearly outline what habitats or species will be managed for and broadly how this will be delivered. If

this is not clear, the application will not be considered further. If there are clearly defined targets, this will allow further consideration.

- To deliver on the plan targets, it will be necessary to have the appropriate ecological and/or agricultural advisory support. The targets of the plan will be matched to a panel of planners and consideration will be given to the experience and qualifications of planners to design measures relevant to the targets identified in the application. It is also possible for NPWS personnel to act as planners, should they have the necessary credentials and can dedicate the time required to designing and overseeing the plan. If the plan can be designed and overseen by qualified planners, and if all other considerations have been satisfied, the application will go forward to evaluation, where it will be scored and ranked in relation to other prospective plans.

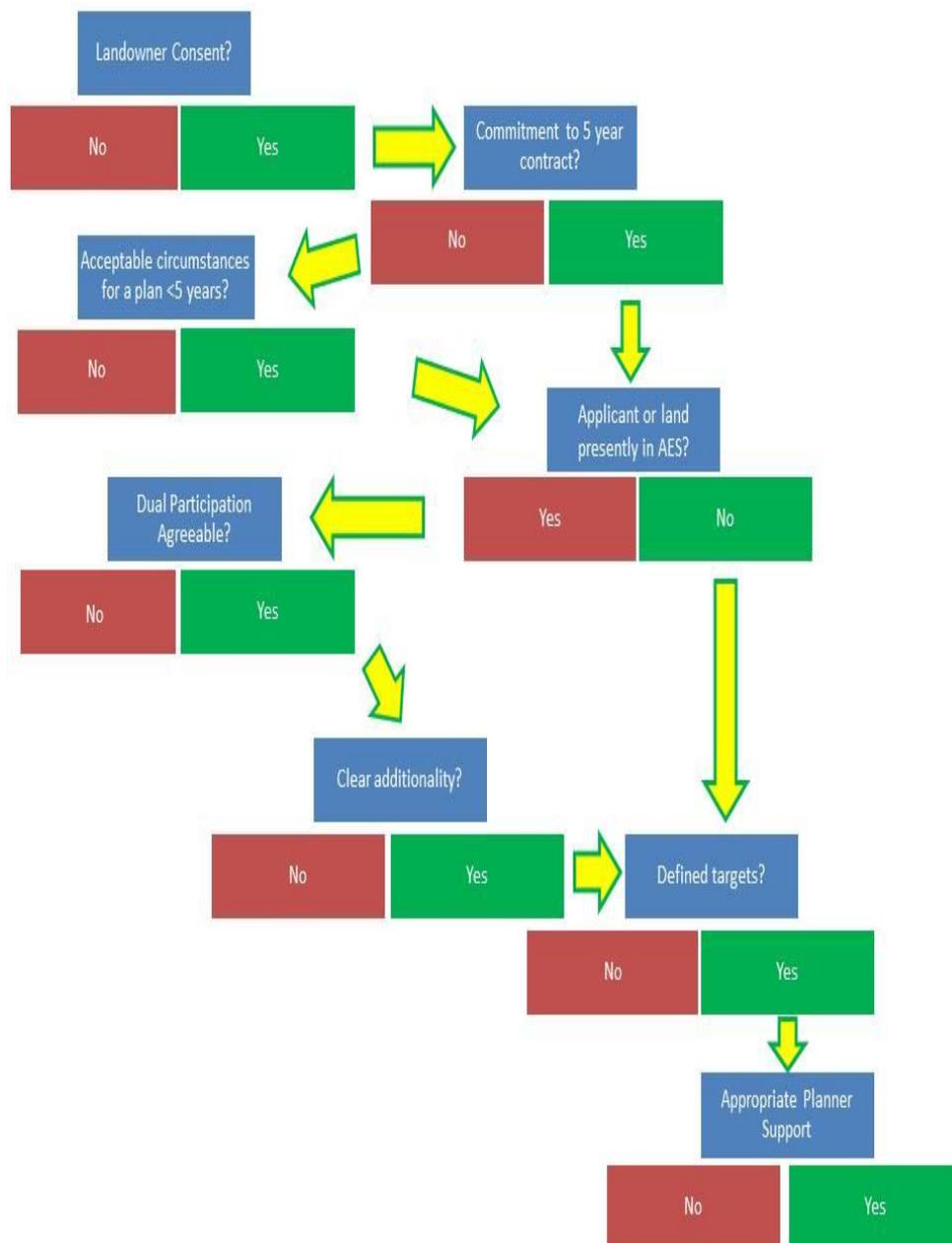


Figure 1. Scheme eligibility decision chart

## Evaluating applications

A scoring system will be piloted to reflect the ecological and strategic value of prospective plans. Applications will be considered by an appropriately constituted panel in terms of their value for each of the criteria below. The scores of the various criteria will be then combined to provide an overall score for the prospective plan. The prospective plans will then be ranked from highest to lowest scores. A decision will be made by NPWS as to how many plans can be accommodated in a given year within the constraints of budget and personnel (including planner) capacity. This process will be replicated across funding streams.

### *Priority Target List*

Certain habitats and species are in greater need of conservation action than others. The Prioritised Action Framework, relevant conservation lists (e.g. Birds of Conservation Concern in Ireland), Article 12 and 17 assessments, and any relevant other up-to-date ecological information or strategic requirements are taken into account to form a priority target list (Table 1). This priority target list will be amended by NPWS as necessary. In assessing prospective plans, consideration will be given to how well the habitat or species will be managed in the plan and not just that the habitat or species exists on the land.

### *Innovation*

One of the core objectives of the NPWS Farm Plan Scheme is to innovate. It is important to trial and implement new approaches to farming for nature. From such trials, experience and expertise can be gained to take forward on other land and at a larger scale. Some habitats or species may never have been the target of applied conservation or agri-environmental plans, so a 'first time target' will be awarded a score. The total number of first time targets will determine the score of the application under this criterion. Some habitats and species have previously been managed for under dedicated plans, but a new approach to management for these habitats or species may bring better results and certainly new learning. Prospective plans will also be scored in terms of whether a new management approach will be applied and the extent to which this new management approach is innovative.

### *Significance*

Prospective plans will be scored in terms of their significance locally, regionally and nationally. 'Significance' will be judged by the evaluation panel in relation to the impact a prospective plan would have in terms of contributing to the conservation of a target on a local, regional and national scale. In terms of scoring, national significance is weighted higher than regional significance, which is weighted higher than local significance. In the case of multiple targets, this criterion will be scored according to the highest contribution the plan could make e.g. a plan might score low in terms of its contribution to the conservation of species rich grassland nationally, but high in terms of its contribution to the conservation of Great Yellow Bumblebee nationally.

### *Links to nature directives*

Plans that contribute more to the conservation objectives of designated sites, or to the conservation of annexed habitats or species, will score more.

### *Approach*

The prospective plans will be considered in terms of their approach. Aspects that will be considered include:

Will a results-based approach be applied with a scorecard developed or utilised as part of the plan (this is seen as a benefit for many reasons, including the ability to monitor the efficacy of the plan over time)?

Will the plan contribute towards research or learning? Could the type of plan contribute towards new approaches under the CAP Strategic Plan?

Will an 'umbrella' approach be undertaken, whereby managing for a particular target will have positive spin-off effects for other habitats or species?

Does the plan present opportunities for synergies with existing agri-environmental schemes or other conservation related projects?

### *Impact*

Whereas 'significance' considers the impact that a prospective plan might have locally, regionally and nationally, 'impact' considers the potential results or outcome of a plan onsite. Aspects that will be considered include:

What is the likelihood of the habitat being lost or deteriorated in a five year period, if a plan is not enacted?

What is the likelihood that actions carried out during the five year period of the plan will endure beyond the five year period of the plan?

Are there other pressures operating in the wider environment that will render the impact of any conservation plan actions negligible?

### *Holistic nature*

The NPWS Farm Plan Scheme strives towards an ethos of benefitting as much biodiversity as practicable. While a plan may be targeted at a particular habitat or species, it is important that careful consideration is given to the receiving environment so that other important habitats or species are not compromised by the implementation of the plan. Plans that have the ability to deliver for other habitats and species will score as medium, while plans that have the ability to deliver for other priority habitats and species will score as high. Where there are clear links and synergies with other funding streams under the NPWS Farm Plan Scheme, this shall be rewarded by points. Where there is a commitment for the farm to be organic for the duration of the plan and where pesticides will be avoided, this shall be rewarded in terms of points for the wider environmental value the lands and practices will provide. If there is a commitment to utilising native breeds of livestock to deliver on the targets of the plan, this shall also be encouraged by higher points, given they can deliver effectively on conservation objectives and given these breeds are part of Ireland's wider heritage and genetic diversity. Other holistic farming mechanisms which seek to incorporate nature and environmental protection into their operations such as regenerative farming, nutrient reduction, agroforestry etc. will also be scored under these criteria.

### Ranking of prospective plans

Each criterion as outlined above will be scored and each of the scores accumulated to form an overall score. Each application will be ranked relative to all other applications and also ranked relative to other applications of the funding stream it is categorised under. It is intended to have a representative amount of plans under each funding stream, which will allow the overall objectives of the NPWS Farm Plan Scheme to be met.

### Notification of results to applicants

A shortlist of prospective plans will be made as outlined above. This shortlist may be drawn upon in future selection calls. The final results of the selection process will be made known in writing to the applicant or agent acting on their behalf.

Only applications which have received approval from NPWS to proceed to plan stage are to be progressed as NPWS Farm Plans. All plans submitted to the NPWS Agri-Ecology Unit will be tracked through the approval process. Applications received by the NPWS Agri-Ecology Unit will be assigned a Plan Reference number. This plan number will be unique. It will consist of;

- The year of application.
- The county code (of the county where the landowner is located).
- A three digit identification number which will include an indication of approval status

**The reference code shall be the constant and unique identifier that should be used in any correspondence relating to the NPWS Farm Plan. Herd numbers shall not be used as a substitute.**

**Note: An initial pilot phase in 2020 will seek applications up until Friday 27 March 2020.**

Table 1. Examples of targets that NPWS consider as priority for delivery of conservation measures

Freshwater rivers or lakes  
 Annexed Heathland or Blanket Bog  
 Annexed Grassland  
 Wetlands including fens, reedbeds and marshes  
 Annexed woodland  
 Lesser horseshoe bat  
 Marsh fritillary  
 Birds of Conservation Concern  
 Pollinators or invertebrates of conservation concern  
 Natterjack Toad

## ***Protocol 2***

### ***Appointing planners***

#### **1 NPWS farm planner panel**

To design measures on a site-by-site basis, skilled and experienced farm planners will be required. NPWS Agri-Ecology Unit will as necessary, form a panel of such planners from ecological and/or agricultural backgrounds. This panel shall be created following a national call for applications. All applicants will be evaluated on the information provided within their applications and CV, and only those who obtain an evaluation score of at least 60/100 will be considered for a position on the panel. Applicants will be asked to indicate what their specialist areas are and will be categorised according to these.

As plans are selected for creation, panellists for that particular plan type (category) will be contacted by NPWS with a view to tendering for the plan and ultimately a planner or team of planners will be contracted to design the plan and be the planner for the duration of that plan. Being placed on the panel is not a guarantee of a contract to draft Farm Plans.

#### **Making an application**

Prospective applicants are in the first instance advised to inform themselves about the National Parks & Wildlife Service (NPWS) Farm Plan Scheme. Applications to be registered on the panel should only be made using the official application form and emailed to [Agri.Ecology@chg.gov.ie](mailto:Agri.Ecology@chg.gov.ie) by the stated deadline. A single application can only be made by an individual for themselves. Employers cannot apply for multiple employees. A CV must be included with each application.

Applicants are asked to nominate the categories or disciplines for which they feel they can contribute best. Applicants can nominate any number of categories or disciplines, but if they do not have adequate experience or qualifications under a particular category or discipline, they will not be placed on a panel for that category or discipline.

#### **Shortlisting for panel**

NPWS will assess each application and assign a score, based on the experience (60 marks) and qualifications (40 marks) of the candidate as relevant to the categories or disciplines highlighted on the application. Applicants who receive a total score of 60/100 for particular categories or disciplines and at least half marks for experience and expertise respectively will be listed on the panel for those categories or disciplines. Panellists will be ranked according to total score. Applicants will be notified of the outcome of their application by email. The panel will in the first instance last for a duration of 24 months from the time of establishment. NPWS reserves the right to open the panel for further applications during that time if necessary.

## **2 Contracting of planners**

Individuals listed on the panel shall be contacted where a plan (or suite of plans) of the type that matches their skillsets is selected for design and development. They shall be asked to tender for the contract of being the planner for that individual plan, or suite of plans, as appropriate. The tenders shall be evaluated by an appropriately constituted committee within NPWS and the Most Economically Advantageous Tender (taking on board considerations such as cost, experience and qualifications) shall be offered a contract. Planners with 14 penalty points or less (see Protocol 6) are entitled to tender for farm planning contracts. NPWS will take any points that planners have been sanctioned with into account when assessing competitive tenders.

The contract shall include the various specifications, requirements and relevant clauses. The contract will generally pertain to the full duration of the plan, from design through to the final day of the plan and will include annual compliance certification or other requirements. Should the plan be renewed after its completion, the planner for that plan will have to be selected anew, in accordance with relevant procurement procedures.

If contract specifications are not adhered to or standards not met, NPWS reserve the right to terminate the contract for planning and will consider any issues in the future assessment of tenders for planning contracts.

## **3 Training Courses**

NPWS may host training courses, workshops or field visits relating to particular agri-environmental matters. Such events may cover relevant aspects including the NPWS Farm Plan Scheme itself, administration, GIS, Appropriate Assessment, Site Specific Conservation Objectives, planning and farming methods, ecological subjects and updates on relevant matters and so on.

## **Protocol 3**

### **Plan Amendments**

#### **1 Plan Amendments**

The reasons as to why a plan may require an amendment are given in 4.14 (Plan Amendments) of the Terms and Conditions document. They are summarised here;

- Major changes to the habitat and species management guidelines issued to planners.
- Changes to the boundaries of the designated area initiated by the NPWS.
- Changes to the landholding area. This only applies where target area is involved or where there is a greater than 20% or 5 hectares (whichever is least) change to the area of non-target land farmed.
- Significant changes to the landholding enterprise, e.g. this could include a change from cattle to tillage.
- Changes to the eligibility of lands managed, e.g. where land previously rented on a short term basis becomes subject to a long term lease or where land previously farmed with the consent of a family member is inherited by the participant.
- To correct an error in the original plan.

**Note: A plan cannot be amended to retrospectively justify actions of the participant**

A plan amendment replaces the original plan, once approved it becomes the basis of the participants contract for the remainder of its term. The amended plan will be copied and distributed in the same manner as a new plan (this includes amendments to GIS shapefiles). However the participant will also receive an NPWSf form, - *see Paragraph 4.16 & Appendix 1 Documentation and Guidelines on Plan Preparation*. This form must be returned to the NPWS before any further payments can be issued.

#### **1.1 Payments for Plan Amendments**

An amended plan is produced by NPWS farm planners. With the exception of amendments required to correct an error in the plan, the planners are paid by the NPWS for this task - *see Appendix 3 Payments*.

#### **1.2 Changes to payable area (Increase or Decrease)**

If the change in target area is due to the acquisition of new target land by the applicant occurs by way of a lease, by consent of a family member or by purchase, no extra payment will be made for that year of the contract period. In plan types where a flat rate of payment per hectare exists, the two year rule comes into play before payment can be claimed. The land in question will have to be managed by the participant, with suitable proof (e.g. declared on the BPS declarations for 2 years before payment can be claimed). In the case of plans where the designation imposes real and ongoing costed restrictions on the farm enterprises, payment will be made from the date of approval of an amended plan incorporating the additional land.

The NPWS will increase the contracted payment if the acquisition of extra target area land was by inheritance. The increase in payment in these cases will be made from the anniversary date following the plan amendment.

The following will be required along with the amended plan in these cases;

- Proof of inheritance e.g. a Grant of Probate and a copy of the will.
- Proof that the previous owner was actively managing the site/land for at least two of the previous three years (except in cases where active management is not an issue e.g. woodland, scrub, etc.). In the case of farmland, submission of a copy of a BPS declaration is the normal proof required. If a copy of a BPS declaration is not available the NPWS may at their discretion accept other types of proof of management.

If a reduction in target area is caused by the sale, lease or relinquishment of land, the amount payable will be reduced from the effective date the land ceased to be eligible for payment.

**Note: It is the planners' responsibility to establish the date on which the change in area became effective. NPWS require proof of the date from which the land was no longer actively farmed.**

### 1.3 Changes in the eligibility of land

If a participant acquires title to target area lands which had been rented on a short term basis at the time that the initial plan was approved. These lands will become eligible for payment from the date of approval of an amended plan.

If the change in target area is due to **changes in the boundaries of target areas** made by the NPWS since the plan was approved the following will apply;

- Increases in target area. Extra pro-rata payments will be made for adherence to a relevant prescription from the official date of the approval of a plan amendment.
- Decreases in target area. Payment will be reduced from the anniversary date following a reduction in the target area.

In the case of plans where payments are based on permitted stock numbers, e.g. commonage destocking plans, changes in payments will be made where a change in land farmed forces a change in the number of ewes that are to be destocked/overwintered.

### 1.4 Errors in Payment

If the change is due to an **error** that led to an overpayment to the participant then the following will apply:

- The amount overpaid is owed by the participant to the NPWS. The NPWS will write to the participant informing them of the situation and the steps required for repayment of the money involved.
- If the overpayment is not returned to the NPWS then it can be deducted from future payments - *see Appendix 3, part 1, paragraph 11.*
- If the amount overpaid cannot be collected in the manner described above then the NPWS may take whatever steps it deems appropriate to recover the sums involved.

If the change is due to a **planner error** and this error led to an underpayment to the participant, the correct amount (including any payments due from previous years) will be paid to the participant following the approval of an amended plan and the submission of the NPWS<sub>e</sub> and NPWS<sub>g</sub> (Compliance Report).

**1.4.1** Errors of the type described in 1.4.2 & 1.4.3 are serious matters. If an overpayment to a participant occurred because of planner error; the NPWS will seek the refund of the amounts involved. If planner error caused an over/under payment in excess of 10% or €500 the following planner sanctions will apply;

- If discovered in the course of an audit, they will be considered as mid-level breaches (deficient/serious in scale) of expected standards.
- If reported by the planner they will be considered as a mid-level breach (careless in scale) of expected standards.

**Note:** **Intentionally claiming an overpayment in collusion with a participant would represent an intentional and serious breach of expected standards**

**1.4.2** If the scale of the error is less than 10% of the sum calculated on the initial plan or less than €500, the Wildlife Inspector Grade II or on appeal, the Wildlife Inspector Grade I may impose a lesser sanction than those described in 1.4.1.

**1.4.3** If the error was due to material facts being concealed from the planner by a participant, a lesser sanction than those described in 1.4.1 may be imposed. If such a claim is being made the planner will have to state their case in writing. The NPWS reserve the right to decide on the final outcome as regards both planner and participant. Claims by planners that material facts were concealed from them by applicants/participants will not be entertained in respect of issues which the planner had a duty to establish.

**1.4.4** The NPWS reserve the right to deduct the cost of a plan amendment from payments to the participant where non-disclosure of material facts contributed to the need for an amendment.

## **2 Amendments to Plans where the Plan has been transferred to a New Planning Team**

Special arrangements pertain to where a plan is transferred to a new planner. If the new planner discovers an error in the original plan or a need for significant changes, they should report it to the Inspector Grade II. The planner should also request authorisation to amend the plan. If this is granted they should make the required amendments.

## **Protocol 4**

### **Applications for Second and Subsequent Payments, including Compliance Reports and NPWSe form**

This protocol is for applications for second and subsequent payments for all NPWS Farm Plans except results-based plans. The procedure for formally applying for second and subsequent payments is described. This protocol consists of the following parts.

<b>Part 1</b>	<b>Procedures for carrying out farm inspections.</b>
<b>Part 2</b>	<b>Documentation.</b>
<b>Part 3</b>	<b>Reporting Procedures.</b>

#### **1 Procedures for Carrying Out Farm Inspections during Completion of NPWSe and NPWSg (Compliance Report)**

NPWS Farm Plan Scheme payments are made under a contract between the NPWS and the participant. It is not feasible to continue making payments to participants without a mechanism for determining compliance with the contract. This requirement will be satisfied by annual compliance certification by planners and by NPWS audits.

NPWS farm planners are responsible for the annual certification of compliance by scheme participants. Participants are expected to co-operate in this process. In addition the NPWS will also arrange for a proportion of participating farms to be audited by NPWS staff or their agents. These audits are considered essential for quality control purposes. It is important that farm inspections and audits are carried out thoroughly and professionally. Planners must ensure that the inspection process is carried out in a manner that respects the participant and their enterprise. The following should be taken into consideration by planners when arranging or carrying out inspections:

Planner inspections should normally take place in the two months following the participant's anniversary date. In certain cases, seasonal issues, e.g. certain Geese plans may dictate that additional inspections are required. These would represent exceptional situations but the planner's fee would reflect the extra work involved. The issue of planner fees is dealt with in *Appendix 3 Payments*.

The participant does not have to be present at an inspection but s/he **must** be notified of it in advance and of its outcome. All cases where assigned tasks are not completed represent non-compliance. Non-compliance may be justifiable or excusable for Force Majeure or other reasons, but it must still be reported. A planner can comment on the scale or impact of non-compliance. This can be done in the comments by planner part of section D of the NPWSg (Compliance Report). The request for recommendations from the planner does not compel the planner to say what deductions from potential payments if any he or she thinks should be imposed. A planner can of course make such a comment if he or she wishes.

The planner should qualify any comments that s/he makes to the participant in relation to deductions from potential payments by stating that the issue of deductions from potential payments is not their decision.

The issue of deductions from potential payments is a matter solely for the NPWS – see *Protocol 5 Non-compliance (participant)*.

## **2 Documentation - Applications for Second and Subsequent Payments including NPWSg (Compliance Report)**

A formal application for a second or subsequent payment requires the submission of the following by the planner;

- NPWSe form
- Copy of a current BPS declaration
- Other NPWS forms, e.g. NPWSc or NPWSd forms (if there is a change in area farmed or in the title to the land farmed).
- NPWS Farm Plan Scheme NPWSg (Compliance Report) (sections A-D).
- Photographs of non-compliance (if any)
- Maps showing location where photographs were taken - only required in non-compliant cases.
- Plan Update or amendment if required.
- Results of soil tests and an updated Table 1 - if applicable - only required where soil testing was not possible when the original plan was produced.

### **2.1 Completing the NPWSe form, see Appendix 1 Documentation and Guidelines on Plan Preparation**

This form should be filled in by the planner and signed by the applicant. It details the amount of payment due to the applicant. A refusal to sign the NPWSe form will be considered as a withdrawal from the Scheme. In joint applications, the NPWSe form must be signed by all of the participants. Continued participation in the Scheme must have the unanimous support of the participants.

### **2.2 Receipts**

Except in the case of particular capital works, there is generally no requirement for receipts in respect of plans unless stated by NPWS Agri-Ecology Unit at the outset of the plan or planning process.

### **2.3 Anniversary date**

The anniversary date is issued to the applicant when their plan is approved. It is generally the date the plan was signed by NPWS Administration.

### **2.4 Other outlays**

The other outlays amount relates to once-off payments due in certain cases and already approved in the plan. If this is not applicable, then a figure of "0" should be included here. This section should not be left blank.

### **2.5 Total amount due**

The total amount due is the sum of the annual payment plus any once-off payment due (in the case of result-based plans it is the maximum annual payment). The amount that will actually be paid may be reduced for non-compliance. Irrespective of possible deductions from potential payments, the contracted amount (100% as per payment calculation table) should be filled in on the NPWSe form. The issue of deductions from potential payments will be dealt with internally by the NPWS.

## 2.6 Current BPS declaration

In the case of farmers, a copy of the current BPS declaration must be included with the application for payment. Any differences between it and the plan should be noted in Part B of the NPWSg (Compliance Report). Differences should be duly explained in the comments by planner section D of the NPWSg (Compliance Report).

## 2.7 Other NPWS forms, leases etc.

- NPWSc or NPWsd forms or leases. If there are changes to the rented, leased or Familial area managed or to certain management practices (e.g. export of Animal wastes), a current NPWSc, NPWsd forms, waste export agreement or leases will be required. These documents should be enclosed with the application for payment.
- NPWSc or NPWsd forms do not have to be resubmitted for lands included in the original plan. Copies of these forms should be kept by the planner. They will be needed if an amended plan is required later.

## 2.8 NPWSg (Compliance Report), see Appendix 1 Documentation and Guidelines on Plan Preparation

Planner inspections are a key component in the operation of the NPWS Farm Plan Scheme. The planner's role in certifying compliance is **very different** from their role in other agri-environmental schemes. A key difference is that in the NPWS Farm Plan Scheme planners are acting as an agent of the NPWS and are paid by the NPWS for their services in this regard.

Compliance Certification requires a **Farm Inspection and the completion of an NPWSg (Compliance Report) (sections A-D)**. The report can be prepared by either an agronomist or ecologist. Planners should note that payment for the inspection is per plan, not per number of persons carrying out the inspection. In the case of planning teams, a planner who notes a serious case of non-compliance should bring this to the attention of their planning partners as well as NPWS Agri-Ecology Unit.

*The NPWSg (Compliance Report) itself consists of four sections (A-D). Instructions on completing each section are given below.*

### **Section A: Participant details - NPWSg (Compliance Report)**

- The applicants Name, address, Plan Reference Number and anniversary date must be included in this section.
- The plan type should be filled in the space provided.

### **Section B, Inspection Details - NPWSg (Compliance Report)**

All Questions in this Section must be answered.

- The date of inspection must be included here.
- The names of the persons present at the inspection should be listed here. These could include the participant, NPWS regional staff, family members and or third parties.
- The Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit should be notified if;
  - A third party present at the inspection will not identify themselves and their interest in the inspection. In such a case, the inspection should be abandoned.

- The participant or any third party attempts to improperly influence or restrict the work of the planner.
- Circle or mark off which of the 5 years of the plan duration the planner is checking.

Questions 1-5 on the NPWSg (Compliance Report). When completing this, the planner should consider the following;

Question 1. The planner must confirm that a copy of the **current BPS declaration** is included. In the case of farmers, applications for payment without a copy of the current BPS declaration cannot be processed.

Question 2. The planner must certify that the **NPWSe form** has been completed and signed by the applicant. Applications for payment without a signed NPWSe form cannot be processed.

Question 3. The planner must explain any **changes to the details declared on the BPS declaration** since the plan was approved. Details of these changes will be described in the comments by planner, section D of this form. Changes to BPS apply to both target area plots and undesignated plots. The addition of new lands or the loss of land should be noted by ticking the “Yes” box. Likewise changes of use in a parcel should be noted by ticking the “Yes” box.

- Minor changes to areas of a parcel, i.e. less than 3% and less than 0.3 hectares caused by the BPS Unit of the Department of Agriculture, Food & the Marine re-digitising plot areas do not have to be notified on the NPWSg (Compliance Report).
- New LPIS numbers should be reported. For example, a parcel was described as Plot 1 on the 2017 BPS declaration. If in 2017 it receives a LPIS number, the planner should report the relevant details here.
- Land use change includes changes necessitated by the acquisition of extra land, termination of rental agreements, changes to cropping type etc. These will have to be explained in the comments by planner, section D of this form.

Question 4. Any changes to the **participant’s details** should be noted here by ticking the “Yes” box. This would include change of address, change of surname on marriage etc. A full description should be given in the changes to participants details, section D of this form.

If the participant has died during the course of the year, a reduced payment may still be due to the estate. In these cases the NPWSe should be signed by the representatives of the deceased. Full details including date of death and a copy of the Death Certificate should accompany the NPWSe form. The calculation on the payment due in these cases will be made by the NPWS. An inspection and NPWSg (Compliance Report) are still required.

If the next of kin wish to continue in the NPWS Farm Plan Scheme, a new contract will be required. This contract will be based on the existing plan and will be for the period remaining in the original agreement. In situations like this the planner should consult with the Wildlife Inspector Grade II in the Agri-Ecology Unit for guidance. Proof that the next of kin will inherit the land and that the herd number has been transferred or that the next of kin has been registered as the herd keeper with the Department of Agriculture, Food & the Marine must be provided. If there is no change in the area of target land involved then the planner will be paid as for an amended plan - *see Appendix 3 Payments*. If the person inheriting the land already has target land in their own name and wishes to join the NPWS Farm plan scheme then the planners will be paid as for a new plan – *see Appendix 3 Payments*.

In the case of joint applications where one of the partners has died, the surviving partners can continue with the existing contract. If this occurs the planner should tick the “Yes” box. Full details will be required in the changes to participant Details, section D. A Death Certificate will be required. **Proof that the details on the herd number have been updated must be provided before payment can issue.**

Question 5. If the participant(s) wish(es) **to withdraw entirely from the Scheme**, the planner should tick the “Yes” box. Details should be given in section D of this form. Confirmation in writing will be required from the participant(s).

Joint applications, if one or more of the partners are ceasing their involvement in the farm, the remaining partner(s) can continue with the contract if they so wish. If this occurs the planner should tick the “Yes” box. Full details will be required in the changes to participant Details; section D. Confirmation in writing from the partners wishing to withdraw will be required. In the case of farmers, the remaining applicant will have to have a Herd Number in their own name before payment can issue. The partners must be unanimous in their desire to continue with their Farm Plan contract. Otherwise it will be considered as a withdrawal from the Scheme.

In cases of voluntary withdrawal from the Scheme;

- The inspection will still have to be carried out.
- The effective date of withdrawal will have to be established by the planner. The NPWS Agri-Ecology Unit will calculate what payment if any is due to the former participant. This does not apply in the situation where a partner in a joint application dies and the surviving partner wishes to continue with the NPWS Farm Plan contract.

### **Section C: Compliance Check - NPWSg (Compliance Report)**

**Note: In Result-Based plans, the associated scorecard shall be used to determine the compliance and appropriate score/payment due for the year.**

All questions in this section must be answered.

The most recently approved version of the plan is to be used in an inspection. Updates to the plan issued by the NPWS Agri-Ecology Unit must be considered.

Question 6. The planner **must establish if all planned tasks have been completed**. All tasks planned for the preceding year must be considered before completing this section. All tasks associated with once-off payments that may be due to the participant must be checked. Evidence of non-compliance should be noted here by ticking the “Yes” box. Details are to be given in the details of non-compliance, section D of this form. This is a straight yes or no question.

It is important that the planner takes photographs to demonstrate any non-compliance and in the case of capital works, that it is shown what works have been undertaken.

If animal housing or waste storage facilities are located on the target area, the planner must check that the participant is compliant with their obligations under the Nitrates Directive Regulations. This is in addition to any obligations under their NPWS Farm Plan.

Question 7. If the applicant has complied with the **planned grazing regime** and the nutrient management plan, tick the “Yes” box. If not then tick the “No” box. In cases of non-compliance

details should be given in section D. Evidence could include excessive poaching or evidence of supplementary feeding where none was planned. It is important to take photographs to demonstrate this. This is a straight yes or no question.

Question 8. If the planner feels that an **amendment to the plan** is required, the “Yes” box should be ticked. Full details including any key dates should be given in the comments by planner (section D) of the report. This could include sale or transfer of all or part of the farm or changes in farm enterprise. If the NPWS agree that a formal amendment is required then authorisation for this will be issued to the planner. Payments due to the participant may be delayed until the amended plan is approved.

Question 9. Note any concerns that the plan **may not reach its objectives** here. These could include actions by third parties or Force Majeure issues such as fire, flooding etc. Full details should be given in the comments by planner part of section D of this form. Any documentation to illustrate or support concerns should also be included.

Question 10. If the answer to both Questions 6 and 7 is “Yes” then tick the COMPLIANT box. If the answer to either is "No", then tick the NON-COMPLIANT box.

COMPLIANT/NON COMPLIANT If the participant is fully compliant; Questions 11-14 are not applicable. In compliant cases, answer these questions by stating N/A in the Yes box.

Question 11. **The participant should be informed of any non-compliance issue.** The participant should also be asked if they accept that they were not compliant. Their response should be noted here by ticking Yes or No as appropriate. This is a straight Yes or No question.

Question 12. If the participant offers an **explanation for non-compliance** it should be noted here by ticking “Yes”. Details of explanations should be given in the explanations offered by participant, section D. Such reasons could include flooding for a prolonged period, fire, failed TB test, illness etc.

Question 13. **Could the plan have been clearer?** Have inconsistencies within the plan contributed to the non-compliance? If this is the case it should be noted here. Details should be given in the comments by planner, section D of this form. If the participant explains non-compliance by pointing out inconsistencies in the plan, the NPWS must be informed. This may be considered by the NPWS in a decision on any deductions from potential payments. If the participants point is justified, the planner will have to amend the plan. No fee will be paid for such an amendment. The error will not be considered in an assessment of a planner’s performance, **if** the error is reported by the planner in the NPWSg (Compliance Report).

Question 14. if the planner has **any comments to add** regarding appropriate remedial action, they should tick the “Yes” box. Details should be given in the comments by planner, section D of this form.

#### **Section D: Further Information –NPWSg (Compliance Report).**

Further information regarding the inspection should be provided in the relevant part of section D. If there is not enough space on this page the planner can attach extra pages. Each page must identify the participant by name and Ref. number. Each page should also be signed and dated by the planner. Section D should include a reference to any extra material.

**Recommendations by planner.** In cases of non-compliance, the planner may find it necessary to elaborate on the scale or impact of noted non-compliance. This can be done in section D of the NPWSg (Compliance Report).

### **Plan Update - Remedial Action**

In all cases of non-compliance the tasks planned for must be completed in the following year in addition to the tasks planned for that year. There will be situations where the requirement for remedial action will affect future tasks in the plan. This requirement is irrespective of whether a deduction from potential payments is imposed for the non-compliance or not. The planner should suggest appropriate remedial action to the participant. Once agreed with the participant, these should be described in the comments by planner section. The NPWS Agri-Ecology Unit will assess these proposals. A plan amendment or update may be requested. When a remedial action programme **is written up** and approved, the NPWS will issue a formal update to the plan. This update will be sent to the participant. A copy of the update will be sent to the planner and relevant Regional NPWS staff.

Such remedial action could have implications for tasks planned for later years in the plan. Where this occurs changes to the schedule of Work in the plan may be required. This will be done by means of an update to the Farm Plan.

If a planner is attaching any other documentation to the report such as photographs or additional pages these should be described under comments by planner in section D of this form, e.g. "4 photographs of plot 8 taken on 21/06/16 are attached".

### **2.9 Photographs associated with NPWSg (Compliance Report)**

In non-compliant cases, the planner should take photographs which demonstrate the extent of non-compliance. These should be identified by participant name, ref. number, plot number and date. If the relevant plot contains a station the photographs should if possible be taken from the station location. Sufficient photographs to demonstrate the extent of non-compliance should be taken. The photographs should include overview shots of the plot concerned. Photographs are also required to illustrate non-compliance with tasks such as sources of water pollution prevention, or non-clearance of rubbish, etc.

Similarly, in the case of capital works, representative photographs should be taken and supplied to NPWS Agri-Ecology Unit to show the works that have been undertaken. In certain cases, the benefits of capital works will increase over time and representative photographs of such transition should be taken and supplied.

### **2.10 Maps associated with NPWSg (Compliance Report)**

A map is required;

- To show the locations where photographs were taken (if taken at locations other than a station).
- Where it is necessary to illustrate partial compliance, e.g. rushes cut in half of a plot. ArcGIS is the preferred platform for mapping.

### **2.11 Soil Testing Results associated with NPWSe**

Soil testing may be required for certain plan types or in specific circumstances. If soil testing was not possible when the original plan was prepared (due to the application of lime, chemical fertiliser or animal wastes in the 3 months preceding fieldwork), soil test results will be required with the application for a second payment. An amended Table 1 Nutrient Management Plan is also be required at this stage. If they are not presented the participants payment will still be processed, however the planner's fee will be withheld until the results are forwarded.

### **2.12 Miscellaneous Issues**

- All parts of the NPWSg (Compliance Report) should be completed, signed and forwarded to the NPWS. This is the case whether the participant is compliant or not.
- All parts of section D must be answered. If they are not relevant the planner should state "Not Applicable". They must not be left blank or unanswered.
- Section D has to be signed and submitted even if no part of it is applicable.
- Extra pages, photographs or maps should also be signed (by the planner). This material should be dated and identified by the participants name, address and Ref. Number. They should also be referred to in the comments by planner part of Section D.
- If Compliance reports are incomplete whether due to an accidental omission by the planner or otherwise, the planner should be requested to send in the complete documentation. Processing of the application for payment should not be made in the absence of required documentation, including Section D, NPWSe and current BPS from Department of Agriculture, Food & the Marine.

## **3 Reporting Procedures in respect of Compliance Checks**

Applications for annual payments should not be made until after the participant's anniversary date. Applications should be received by the NPWS within two months of the anniversary date.

The NPWSe form and associated documents should be sent to the;

**NPWS Agri-Ecology Unit  
90. King Street North,  
Dublin 7  
D07 N7CV**

## **Protocol 5**

### **Non-compliance (participants)**

#### **1 Deductions from potential payments for non-compliance**

Detected cases of non-compliance with the NPWS Farm Plan contract will result in deductions from potential payments or clawback of payments where appropriate. The scale of deductions from potential payments to be imposed on a participant in cases of non-compliance with the NPWS Farm Plan is solely a matter for the NPWS. The deductions system described in this protocol acts as a guideline for deductions from payment, but alternative methods may be used, where they are rationalised and explained to the participant.

Deductions from potential payments may result from;

- **Non-compliance noted by the farm planner (normally on the NPWSg (Compliance Report)).**
- **Non-compliance noted by an NPWS Farm Plan Auditor.**
- **Cross reporting with the Department of Agriculture, Food & the Marine.**
- **Reports from NPWS personnel.**

##### **1.1 Decision on Deductions from Potential Payment**

The decision on what deductions from potential payments to apply will be made by the Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit. In non-compliant cases the Wildlife Inspector Grade II may;

- Issue a written warning to the participant requiring remedial actions within a given period.
- Impose a monetary penalty. Penalties can range from 5% to 100% of whole plan payment, or can apply solely/entirely to the particular field or management unit where the compliance issue arose (in the case of damage to habitats, penalties will normally apply to the whole plan payment).
- In cases where there is also a cross compliance breach (of GAEC or relevant SMRs), report the case to the Department of Agriculture, Food & the Marine.
- In cases where there is a breach of the Wildlife Act report the case to NPWS Regional Management.
- Recommend that the Participant be removed from the Scheme (this requires confirmation from the Wildlife Inspector Grade I in the Agri-Ecology Unit).

The percentage deduction to be applied can be calculated by reference to Table A shown below, or to equate to the percentage of target area or prescribed works on which non-compliance occurred.

**Table A Deductions from potential payments: Calculation Table.**

		Type of Non-Compliance		
		Minor	Mid-Level	Serious
Scale of Non-Compliance	Small Scale	5%	10%	25%
	Mid-Scale	25%	50%	75%
	Large Scale	50%	75%	100%

## 1.2 Scale of non-compliance

The scale of the deduction from potential payments is calculated by % of the planned commitment for the year in question that was not achieved;

<b>Small Scale =</b>	<b>1- 10%</b>
<b>Mid-Scale =</b>	<b>11- 40%</b>
<b>Large Scale =</b>	<b>41-100%.</b>

Not all types of non-compliance will lend themselves to assessment by scale. In cases where there is any doubt as to the appropriate scale to apply the default position will be to apply the mid-scale penalty. The Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit will make the determination as to the scale of non-compliance. In certain cases, deductions from potential payment can be calculated to equate to the percentage of target area on which non-compliance occurred.

## 1.3 Types of non-compliance

Non-compliance falls into one of three categories. These are;

- **Minor**
- **Mid-Level**
- **Serious**

Examples of the issues that would be considered in each of these categories are shown below.

### 1.3.1 Minor non-compliance

- Exceeding planned stock levels by between 10% & 20%, where damage to protected habitats or species does not occur and the participant is not in a destocking plan.
- Failure to ensure that the current BPS declaration reflects the reality on the farm.
- Not ensuring that changes in the area of non-designated lands are notified to the NPWS.
- Failure to implement planned improvements to Animal Housing or Waste Storage Facilities, (where these facilities have not been used and no pollution results).
- Failing to manage Rushes in accordance with a Hen Harrier Plan.

### 1.3.2 Mid-level non-compliance

- Failing to maintain Hedgerows as specified in the plan.
- Non-Compliance with a reversion programme for improved grassland in a Hen Harrier Plan.
- Exceeding of planned stocking levels in excess of 20%, with the exception of compulsory destocking plans.
- Outwintering stock (i.e. between November–April, both months inclusive) on areas where this practice is not permitted in the plan.
- Failure to maintain minimum stocking levels where required in an NPWS Farm Plan. (There will be a tolerance of 10% below planned levels).
- Grazing a Corncrake meadow after a specified date.
- Introduction of livestock types (e.g. sheep in coastal grasslands) not permitted in the plan or the relevant prescription.
- Failure to control self-sown Conifers or Rhododendron in Heath/Blanket Bog Areas in Hen Harrier SPAs.

- Failure to remove rubbish, waste or other materials as required in the plan (depends on the scale).
- Failure to plant a new hedgerow as required in the plan.
- Failure to maintain and protect a new hedgerow throughout the period of the plan.
- Failure to maintain records where required.
- Failure to notify the NPWS of the acquisition of designated lands.
- Non-compliance with the Nitrates Directive Regulations in respect of the storage or disposal of animal wastes on designated areas (where no proof of pollution can be demonstrated).
- The spreading of organic wastes, chemical fertilisers or lime in a target area in excess of the allocation provided for in the plan.
- Failure to obtain a stocking rate derogation from the requirements of the Nitrates Directive Regulations if such a derogation is required.

### 1.3.3 Serious non-compliance

- Any Breach of ARCs in a designated area which results in damage to habitat.
- Causing Pollution of any watercourse.
- Exceeding of planned stocking levels in excess of 40%, with the exception of destocking plans.
- Exceeding planned stocking levels by more than 5% in a compulsory destocking plan
- Removal of hedgerows, stonewalls, Watercourses or Earth Banks except where this is provided for in the plan.
- The cutting of turf by any method in SAC designated bogs where turf cutting is prohibited.
- Causing the destruction of or serious damage to an Archaeological or Historical site.
- Cutting a Corncrake Meadow or a Curlew nesting area before the allotted cutting date for that year.
- Failure to implement centre out mowing in a Corncrake meadow.
- Cutting a Corncrake Meadow without giving the required Notice to the NPWS or its agents where this has been specifically requested by the NPWS or its agents.
- Obstructing an NPWS Auditor, Conservation Ranger or other official or agent of the NPWS in the course of their work.
- Failure to notify the NPWS of the disposal or acquisition of designated lands.
- The application of fertilisers, lime, slurry, farmyard manure, pesticides or herbicides in a designated area where this is not permitted in the plan.
- Interfering with nest sites of protected birds.
- Engaging in or permitting illegal hunting or fishing within an SAC or SPA designated area on their farm.
- Attempting to conceal material facts concerning the eligibility of lands from the NPWS.
- The use of poisoned meat baits for the control of pests.
- Attempting to conceal material facts from the NPWS regarding activities, existing infrastructure or damage to habitats on the farm.

### 1.4 Multiple non-compliance issues

In cases of multiple incidents of non-compliance under different headings in a single year, deductions from potential payments shall be cumulative. The sum of deductions from potential payments incurred in a single year under different headings shall not exceed 100%.

### 1.5 Partial mitigation for bad weather

In cases where the non-compliance relates to planned tasks that would be seriously hindered by prolonged bad weather, a partial mitigation of penalty may apply.

These tasks could include rush cutting in marginal/heavy soil areas. Data from Met Éireann will be used to determine if rainfall in the period May-September of the applicant's recording year was above average. Planners and participants should be aware of the following in respect of partial mitigation of deductions from potential payments;

- The decision on whether a particular deduction from potential payments is eligible for mitigation of penalties due to inclement weather is a matter for the NPWS.
- If rainfall exceeded 130% of the average rainfall for the nearest recording station (where adequate long term data is available) in at least 4 of the 5 months between May and September of the participants recording year, the penalty will be reduced by 50% (of the penalty). If rainfall exceeded 130% of the average rainfall for the nearest recording station (where adequate long term data is available) in at least 3 of the 5 months between May and September of the participants recording year the penalty will be reduced by 25% (of the penalty).
- If the participant's anniversary date occurs between May and September, then rainfall for the months after the anniversary date will be taken as those recorded in the previous calendar year.
- If the participant's anniversary date is in the middle of a month then the rainfall figure for that month in the current year shall be used.
- Even if the NPWS allow a partial mitigation of deductions from potential payments, a plan update requiring that the uncompleted work be carried out in the following year still applies.

Other bad weather (e.g. drought, storms, etc.) may also be considered in particular circumstances if works could not be undertaken before a particular date or if damage was caused.

#### **1.6 Partial Mitigation due to flooding caused by a river, turlough or lake**

In cases where the non-compliance relates to planned tasks rendered impossible by prolonged flooding, a mitigation of the penalty may be considered. Non-compliance with the plan on plots which were subject to unseasonal flooding by a river, turlough or lake will not result in a penalty if;

The flooding is confirmed by river Department gauges monitored by the OPW, the EPA, ESB or other reputable organisations or the flooding is confirmed by the Regional Management of the NPWS or their agents. The flooding must have been of sufficient duration to make the completion of the planned tasks impossible during the participant's recording year.

#### **1.7 Penalties in respect of once-off payments**

In the case of once-off payments, the only penalty is **100%** of the once-off payment. The Grade II may at their discretion offer the participant the opportunity to complete the work the following year. In some cases non-compliance in respect of a once-off payment may also create difficulties for the basic payment, e.g. once-off payment to finance basic improvements to emergency animal housing in an SAC. If the planned works are not carried out, this may result in the following;

- A **non-compliance penalty of 100%** of the once-off payment.
- If non-compliance results in escape of seepage to a watercourse then a penalty on the basic payment will also apply - if such exists. In this case, cross reporting to the Department of Agriculture, Food & the Marine will occur and a **penalty of 75-100%**, depending on scale, will apply to payments under the NPWS Farm Plan Scheme.

**Note:** No once-off payment will be paid in respect of partial completion of a planned task. The once-off payment cannot be made until the planned task is fully completed.

### 1.8 Repeat non-compliance

If two deductions from potential payments of 50% or more for a participant are confirmed (in separate years) the participant's contract may be terminated.

In cases of repeat non-compliance where the second or subsequent incident is considered of equal or lower severity than the original non-compliance, the scale will be increased by one step on the deductions from potential payments calculation table. This will have the effect of treating all cases of repeat non-compliance as mid-level or serious non-compliance.

### 1.9 Notice of proposed deductions from potential payments

In all cases where a penalty is imposed the Wildlife Inspector Grade II will write to the participant informing them that the NPWS will be imposing a penalty or are proposing to remove them from the Scheme and the reasons for that decision will be given. The participant will have 1 month from the date of that letter to respond. If no response is received after 1 month or if the participant indicates that they accept the penalty, the penalty will be confirmed. That portion of a payment (if any) not in dispute will be processed for payment when a decision on a penalty is made.

**Note:** If NPWS Offices are closed on the day on which the period for making a submission expires, then the closing date shall be extended to the next day on which the NPWS offices are open.

## 2 Removal from the Scheme

Removing a participant from the Scheme requires confirmation from the Wildlife Inspector Grade I in the NPWS Agri-Ecology Unit.

The Wildlife Inspector Grade I **may** remove a participant from the Scheme for the following reasons;

- If the Participant has been convicted in court of a breach of any environmental/wildlife/conservation legislation.
- Following the imposition of a total penalty of 100% or greater.
- Following the imposition in different years of two deductions from potential payments totalling 50% or more.
- Following a determination by the NPWS that the plan has been abandoned - *see paragraph 4.20* of the Terms and Conditions Document.
- Where the NPWS believe that the continuation of an NPWS Farm Plan Contract would bring the Scheme or the NPWS itself into disrepute. For example where an applicant concealed the fact that they had destroyed, damaged or removed habitats from a designated area at any time since its designation.

### **3 Appeals**

The following points apply to all situations where an applicant or participant wishes to appeal a decision in relation to their case;

- The request for an appeal must be requested in writing within 1 month of the issue of the letter informing the participant of the proposed penalty. The request for a review should identify the participant by name, address and NPWS Ref. Number
- The participant must ensure that any materials required to support their case, e.g. photographs are sent along with the initial request for a review.
- The NPWS will aim to make a decision within 10 weeks of the receipt of a request for an appeal.
- The participant will be notified in writing of the result of the appeal.
- If an appeal is successful or partially successful the NPWS will issue any payment due to the participant as soon as possible.
- The request for an appeal of a proposed deduction from potential payment should be sent to;

**Wildlife Inspector Grade I  
c/o NPWS Agri-Ecology Unit  
90. King Street North,  
Dublin 7  
D07 N7CV**

The appeal will be assessed by a senior official in the NPWS (Grade I or higher). This Official will not have been involved in the initial decision to impose a penalty. In a case where the proposed penalty includes the removal of the participant from the Scheme the appeal will be assessed by an NPWS Official of Wildlife Inspector Grade I or higher other than the Inspector who confirmed the original decision.

If the participant is not satisfied with the result of the appeal process they may bring the matter to the Ombudsman's Office for an independent review.

### **4 Force Majeure**

**4.1** If the Participant makes a claim of Force Majeure it will be considered by the Wildlife Inspector Grade II in the Agri-Ecology Unit.

Force Majeure Issues could include;

- 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 Scheme, e.g. a compulsory purchase order.
- A Natural disaster affecting the holdings 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.
- An outbreak of disease classed as endemic or pandemic that restricts movements or the ability of a participant to undertake measures relating to the plan,
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

- 4.2** A claim of Force Majeure should normally be made via the planner and indicated on the NPWSg (Compliance Report).
- 4.3** The Wildlife Inspector Grade II can request whatever documentation they feel is necessary from the participant to substantiate the Force Majeure claim.
- 4.4** The Wildlife Inspector Grade II will write to the participant informing them of their decision on the claim of Force Majeure.
- 4.5** If the participant is not satisfied with the determination made by the Wildlife Inspector Grade II they can request a review.
- 4.6** The following points apply to all cases where a review of a determination on Force Majeure is requested;
- This review will be carried out by the Wildlife Inspector Grade I in the Agri-Ecology Unit.
  - The NPWS will aim to make a decision within 10 weeks of the receipt of an application for a review of the decision on a Force Majeure claim.
  - The Wildlife Inspector Grade I will write to the participant informing them of their decision on the review of the claim of Force Majeure.
  - If the review of the determination on a claim of Force Majeure overturns or partially overturns the original decision then the NPWS will issue whatever payment is due to the participant as soon as possible.
  - The participant will be notified in writing of the result of the review.
  - If a participant is not satisfied with the result of the review they may bring the matter to the Ombudsman's Office for an independent review.

## **Protocol 6**

### **Sanctions on NPWS farm planners**

While planners will operate in accordance with specific contracts for specific plans, a sanction system described in this protocol will apply to all planners and in respect of all approved plans and NPWSg (compliance reports) submitted by them including those submitted before the publication of this document.

The NPWS Agri-Ecology Unit will maintain a file relating to each planner. Such a file would contain;

- Contact details
- Relevant contracts
- The details of plans for which the planner is responsible.
- Correspondence received from or in relation to the planner or plans that they have produced.
- References to audits carried out on plans prepared by that planner.
- The details of Compliance Certifications by that planner will also be recorded.
- The details of any penalties imposed on the planner.

#### **1 Standards Expected from NPWS farm planners**

Planners must ensure that;

- Applicants are eligible for and suited to join the Scheme before applications are submitted.
- Payment is only claimed on lands eligible for payment.
- Applications are submitted with all required documentation, including relevant shapefiles and data prepared in accordance with the needs of the NPWS.
- Plans are of adequate quality and reflect the current agricultural practices, describe habitat types on the farm and include a management regime that can meet the conservation objectives for the site.
- Plans comply with the Terms of the Wildlife Act 1976 and subsequent amendments.
- Plans comply with relevant Conservation Management Plans and Commonage Framework Plans if relevant.
- Plans comply with the guidelines for appropriate management based on the Conservation Objectives for Natura 2000 site(s). Plans comply with available habitat and species management prescriptions as published when available on the [www.npws.ie](http://www.npws.ie) website.
- Applicants are aware of and fully understand the obligations they are taking on in the Scheme including obligations under the Nitrates Directive Regulations and Cross Compliance requirements. Planners should note that if an applicant is unwilling to implement the required changes in management practices, the plan may be found unsuitable and rejected. In these circumstances the planner will only be paid for time invested and as agreed in the planner contract relevant to that farm plan.
- That applicants understand that their farm may be subject to audits and inspections by the NPWS or their agents. That compliance checks are carried out and non-compliance by a participant with their Farm Plan is reported to the NPWS Agri-Ecology Unit.
- Planners have a responsibility to participants to ensure that applications for second and subsequent payments are made in a timely manner.
- That the planner ensures that no conflict of interest exists between themselves and the participant.
- That applicant's personal data is kept secure and only used for the purpose for which it was collected. Planners must comply with all relevant data protection legislation.
- The NPWS Agri-Ecology Unit are kept informed of any changes to the planner's contact details, e.g. address, phone number, e-mail address etc.

## **2 Breaches of Expected Standards**

While planners will operate in accordance with specific contracts for specific plans, a penalty system based on allocation of points for breaches of the standards is described below.

Type of breaches of expected planning standards for NPWS farm planners;

- **Serious Breaches.**
- **Mid-Level Breaches.**
- **Minor Breaches.**

### **2.1 Serious breaches of planner standards**

These would include;

- Fraudulent behaviour intended to draw down payments to which the planner or participant was not entitled.
- Collusion with an applicant wishing to join the Scheme or a participant in the Scheme to draw down payments to which they were not entitled or to conceal damage to habitats in SAC or SPA sites.
- Any attempt to charge a fee to a participant in the Scheme for work connected with the production of an NPWS Farm Plan or amendments to a plan or in respect of compliance certification – *see paragraph 5.5.*
- Any abusive behaviour towards NPWS staff or NPWS Farm Plan participants and relevant parties.
- Failure to report non-compliance with the NPWS Farm Plan resulting from illegal activity.
- Any attempt to conceal information from the NPWS where that information is required for a risk analysis procedure.
- Drawing up a plan or submitting an application for payment for a relative, a spouse or partner, or a relative of a spouse or partner.
- A failure to assess the eligibility of an applicant to join the Scheme is very serious – *see paragraph 2.1 (Eligibility of Participants).* A planner should consult with NPWS in cases where any doubt exists prior to submitting an application.
- Any attempt by omission or commission to mislead the NPWS as to the eligibility of an applicant or participant.
- Sub-contracting of Farm Planning work or compliance certification to individuals or firms that are not approved by NPWS.
- Failure to walk the farm to ensure that works have been carried out.

### **2.2 Mid-level breaches of planner standards**

These would include;

- Failure to establish that the applicant has proper title for owned land and that leases or consents of family members have been inspected and verified as being eligible – *see paragraph 2.2 of the terms and Conditions Document.* The planner should ascertain if the applicant is in fact eligible to join the system. If NPWS determine, after plan submission, that the applicant is not eligible, the planner will be held accountable, will be subject to sanction and will not get paid.
- Plan rejection due to poor quality plan preparation.
- Planners should be aware that to date the greatest number of errors in Farm Plans relate to failures to explain differences between BPS declarations and the plan; incorrect identification

of grazing management units, e.g. plots which are not adjacent being included in the same unit; failure to plan appropriate stocking density and inadequate nutrient management planning.

- Failure to adequately plan for key components of an NPWS Farm Plan.
- Failure to identify and map habitats on the farm.
- Failure to report non-compliance with the NPWS Farm Plan. Farm visits and inspections must be carried out by the planner at the end of each year. The results of the inspection must be given on the NPWSg (Compliance Report) form. This should be sent to NPWS with the NPWSe as part of the application for a second or subsequent payment.
- Invoicing errors, or incorrect calculation of fees where an overpayment is claimed (error is in excess of 20%).
- Errors that result in an over or under payment to a participant in excess of 10% or €500 whichever is greatest.

### 2.3 Minor breaches of planner standards

These would include;

- Poor quality plan presentation
- Lack of consistency between different aspects of the plan.
- The lack of correct paperwork such as folios, leases, maps, copies of required BPS declarations etc.
- Minor errors in documentation.

The breaches listed in paragraphs above are not exhaustive and are given as examples only. The determination as to whether a breach of planner standards is Minor, Mid-level or Serious will be made by the Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit.

### 3 Scale of a Breach of Expected Planner Standards

The scale of a breach of expected standards will also be taken into account by the NPWS. Breaches can be classed as;

- **Careless**
- **Deficient**
- **Intentional**

#### Example

**Failure to check title would be considered as Intentional, failure to submit title documentation with the application would be considered as Careless.**

The determination as to whether the scale of a breach of Planner Standards is Careless, Deficient or Intentional will be made by the Wildlife Inspector Grade II in the NPWS Agri-Ecology Unit.

### 4 Penalty Points Matrix

While an individual contract for plan preparation and monitoring is either met satisfactorily or not, NPWS also reserve the right to remove a planner from the NPWS farm planner panel or awarding penalty points to planners on the panel (which will be taken into account in future tender assessments). The system for allocating these points is shown on Table B. Penalty points will be imposed in this manner for all new and existing plans and for misleading or incorrect NPWSg (Compliance Report) and intentional planning errors.

Table B

	Minor	Mid-level	Serious
Careless	1	3	6
Deficient	3	6	9
Intentional	6	9	15

Planners who have been found to have breached the minimum expected standards will receive penalty points. The issuing of penalty points to a planner is the decision of the Wildlife Inspector Grade II in the Agri-Ecology Unit.

**Examples of how penalty points would be imposed are as follows.**

- **Failure to check title for lands on which payment is claimed could be considered as a mid-level breach, if this was considered intentional it would warrant the imposition of 9 penalty points.**

**The issuing of 15 penalty points for a single incident would only happen in very serious cases.**

- **A conviction in a Criminal Court for an offence relating to the planners work as an NPWS farm planner would automatically lead to the imposition of 15 penalty points.**

## **5 Administration of the Penalty System**

- The penalty system for participants and planners will apply from the date of publication of the terms and conditions document and will apply to all plans (both new and existing). The NPWS reserve the right to impose sanctions on planners in respect of serious eligibility issues associated with plans that they have already produced or where the information provided is misleading or inaccurate. Sanctions may also be imposed on planners in respect of inadequate or inaccurate compliance reports for plans that are already approved.
- A planner will be informed of all penalty points issued against them.
- An appeals system is in place and is described below.
- In an individual plan where there are multiple issues, the penalty that will apply is that for the most serious error.
- In the case of penalty points arising from issues concerned with the submission of a compliance certification, the penalties shall apply only to the planner who signs the compliance certification.
- If a planner reports an error in a plan that they have produced to the NPWS (prior to being notified of an audit of that plan) the penalty points applicable for that error will be reduced by 3. In such cases the Wildlife Inspector Grade II has the discretion not to impose any sanction.
- Penalty points, where the accumulative total is less than 15, will lapse in the following manner;
  - Five new plans approved without penalty. This will reduce the number of penalty points held against the planner by three.
  - Satisfactory audits of five compliance checks will reduce the number of penalty points by three.

**Official Notification** will be sent to the planner by the Wildlife Inspector Grade II in the Agri-Ecology Unit when the planner has received **9 or more penalty points**.

A **Warning Letter** will be sent to the planner by the Wildlife Inspector Grade I in the Agri-Ecology Unit when the planner has received **12-15 penalty points**.

- Notes:**
- 1) Where a planner who is already on 6 or more penalty points receives a penalty of 6 penalty points or more, NPWS deem that the issuing of a Warning Letter is sufficient.
  - 2) Where a planner who is already on 3 or more penalty points receives a penalty of 9 penalty points or more, NPWS deem that the issuing of a Warning Letter is sufficient.
  - 3) Warning Letters will be sent by e-mail and by post. Proof of postage will be retained by the NPWS.

Should the accumulative total reach or exceed 15 points the process of removing the planner from the NPWS farm planner panel will commence.

## **6 Consideration of penalty points in assessing tenders for farm planning contracts**

Planners with 14 points or less are entitled to tender for farm planning contracts. NPWS will take any points that planners have been sanctioned with into account when assessing competitive tenders.

## **7 Removal of Planner from Panel**

The process of removing a planner from the farm planner panel begins when a planner reaches **15 penalty points**. If this occurs, the Wildlife Inspector Grade I in the NPWS Agri-Ecology Unit will write to the planner. The Notice Letter will inform the planner that it is proposed to remove their approval status. Where it is proposed to remove a planner's approval status, the planner's approval status shall be removed one month after the issue of the Notice Letter.

## **8 Appeals against Decisions on Planner Sanctions**

A planner can make a submission on any penalty points issued against them. Any such submission must comply with the following;

- The submission must be in writing.
- It must be signed by the planner.
- It must be made within 1 month of the issue of the penalty points.
- It should include all facts relevant to the incident where penalty points were imposed.

**Note:** If the period for making a submission expires on a day when NPWS Offices are not open then the closing date shall be extended to the next day when NPWS offices are open.

Appeals should be addressed to the;

**Wildlife Inspector Grade I  
c/o NPWS Agri-Ecology Unit  
90. King Street North,  
Dublin 7  
D07 N7CV**

The Wildlife Inspector Grade I in the Agri-Ecology Unit will consider such submissions. The Inspector can in such cases;

- **Revoke the sanction.**
- **Reduce the sanction.**
- **Confirm the sanction.**

The following will apply in all cases where a submission is made in respect of a proposed sanction on a planner;

- No change in the planner's status will occur while a decision is pending.
- In the event that the submission relates to the issue of penalty points that have been confirmed by the NPWS Wildlife Inspector Grade I then the review will be carried out by another official (not previously involved with the case) within the NPWS of Wildlife Inspector Grade I or higher or by a suitable person appointed by the NPWS for this purpose.
- The NPWS will endeavour to ensure that a decision is made within 1 month of the receipt of a submission.
- The result of the decision on such a case will be communicated to the planner in writing.

## **9 Confidentiality of Planner Sanction System**

The details of sanctions and the level of points held against individual planners are considered confidential and will not be disclosed to anyone other than the planner involved.

## **Protocol 7**

### **NPWS Farm Plan Audits**

#### **1 NPWS Farm Plan Audits**

Audits are required to ensure the credibility of the Scheme. They are essential to ensure adequate plan quality, compliance control and value for money. Audits will be based on a field inspection and the assessment of the Farm Plan, supporting documentation and title documents.

The NPWS may request the applicant/participant or the planner to provide further information, clarifications or supporting documentation in respect of any relevant issue during the course of an audit. If such a request is made the NPWS may stipulate that it be provided within a set period. This will not be less than two weeks from the date of the request.

**At the discretion of NPWS Agri-Ecology Unit, audits will be carried out on**

- Up to 10% of new applications for a pre-approval audit.
- Up to 10% of approved plans each year to ensure adequacy of compliance certification.

**Notes:**

- 1) Certain plans may be subject to repeat audits.
- 2) The discovery of significant eligibility issues in a post approval audit will be treated as serious breaches of expected planning standards.

**The audit will assess;**

- The eligibility of the applicant.
- Evidence of land title as described in the plan.
- Adequacy of supporting documentation.
- The quality of the plan.
- The quality of mapping associated with the plan.
- That commitments made to date in an agreed NPWS Farm Plan have been achieved (Post Approval Audits only).
- Accuracy of planner NPWSg (Compliance Report, post approval audits only).

#### **2 Selection of Plans for Audit**

Farms will be selected for audit using a risk analysis procedure. This procedure is designed to identify cases where the risk of non-compliance or the consequences of non-compliance are greatest. The risk analysis procedure is described in *Protocol 8 Risk Analysis in the Selection of Plans for Audit*.

- The NPWS reserve the right to withhold information relating to changes to the risk analysis procedure from both NPWS approved planners and participants.
- Any attempt by a planner or a participant to withhold information so as to reduce the risk of being selected for an audit will result in sanction against the planners and the possible rejection of a Farm Plan application.

##### **2.1 Notice of audit**

The NPWS will write to the participant regarding a proposal to audit their farm. The notice provided will be at least 48 hours.

## 2.2 Timing of audits

Audits can be carried out at any time from plan submission to 3 months after the contract period has ended. The NPWS will aim to carry out at least 50% of the audits of approved plans in the 8 weeks following a participant's anniversary date.

The NPWS will endeavour to carry out audits of plans prepared by planners with probationary approval within 8 weeks of plan submission.

**Note:**                    **The NPWS will where possible avoid scheduling a field audit during sensitive periods, e.g. lambing.**

## 2.3 Attendance at audits

The following will be invited to attend the audit;

- The applicant.
- Relevant regional staff of the NPWS.
- Other NPWS staff or NPWS contractors as deemed appropriate by the Wildlife Inspector Grade II.
- The planning team may be invited at the discretion of the Wildlife Inspector Grade II or the Farm Plan Auditor.

**Notes:**    1)            **A failure to successfully contact the participant prior to an audit does not require the audit to be delayed or cancelled. The NPWS will not consider claims that a participant was not notified of an audit as grounds in an appeal against a deduction from potential payments.**

                  2)            **The applicant/participant does not have to be present at an audit.**

## 3 Obstruction of an Audit by a Participant

Where the applicant/participant does not allow access for auditing purposes, the matter will be reported to the Wildlife Inspector Grade II. The Inspector will write to the applicant reminding them of the seriousness of the issue. A penalty of 50% will be imposed for frustrating the audit procedure. Continued refusal after this will result in the termination of the participant's contract. Refusal to cooperate with an audit is not compatible with remaining in the Scheme.

## 4 Delays in Payments to Participants as a Result of Selection for Audit

No application for a second or subsequent payment will be delayed for more than 8 weeks as a result of an uncompleted audit unless the delay is due to the failure of the participant or their planner to provide additional information, clarifications or supporting documentation. The 8 weeks are deemed to commence from the date the application for payment (NPWSe) was received by the NPWS. If it is not possible to carry out the selected audit in the 8 weeks after the participant submits an NPWSe form, authorisation to issue the normal payment will be made. The audit will still be carried out but any deductions from potential payments resulting from non-compliance detected during the audit will be deducted from the following year's payment. The planner must make the participant aware of this. In the case of an audit carried out after the submission of the final NPWSe for the participant, the final

payment can be delayed for a maximum of 3 months. If the audit has still not been carried out at that stage, it will be abandoned and the participant paid.

## **5 NPWS Farm Plan Auditor**

Farms selected for Audit will be inspected by the Wildlife Inspector Grade II in the Agri-Ecology Unit. This role can be delegated by the Inspector to a suitable person acting as an NPWS Farm Plan Auditor.

- 5.1** The Farm Plan Auditor will make an initial report to the Wildlife Inspector Grade II as soon as possible after completing the audit. If faults in the plan are of a significant nature the Wildlife Inspector will decide on the appropriate course of action. This could include;
- Requesting amendments to the application and or the Farm Plan.
  - Issuing penalty points against the planners – *see Protocol 6 Sanctions on NPWS farm planners.*
  - Reject the application- *in the case of pre-approval audits.*
  - Penalise the participant – *see Protocol 5 Non-compliance (participants).*
- 5.2** If the requirement as a result of an audit is an amendment only, the Farm Plan Auditor will issue a Plan Assessment Note to the planner detailing any faults in the plan.
- 5.3** If a request for amendments is made the Farm Plan Auditor will assess the planner's response. When the auditor is satisfied that the plan meets the basic requirements of the Scheme he will send a Final Report to the Wildlife Inspector Grade II. The planner is not eligible for payment for amendments required to correct errors in the plan.

A failure to submit an amended plan within 2 months of such a request being made may result in a sanction on the planner involved.

## ***Protocol 8***

### ***Risk Analysis in the Selection of Plans for Audit***

#### **1 Selection of Plans for Audit**

##### **1.1 Pre-Approval Audits.**

Up to 10% of plans earmarked for design may be subject to a pre-approval audits. This is to identify the authenticity of the application and to feed into the design of the plan.

##### **1.2 Planner audits**

The standard of planning will also be subject to audit. In particular, the first plans submitted by a Planner will be considered for audits.

##### **1.3 Post-approval audits**

Selection of plans for audit will be carried out early in the year, i.e. January/February. All plans will be scored by reference to risk - see below.

The Wildlife Inspector Grade II may order discretionary audits at any time. These audits could include plans not selected under the Risk Analysis Procedure.

#### **2 Risk Analysis in the Selection of Plans for Post Approval Audits**

##### **2.1 Rationale behind risk factors**

- Participant Risks: The participant's past record is one of the best indicators of their likely future compliance
- Change of Planner: While the participant is allowed to change planners, it carries the risk that it represents an attempt to obtain an easing of compliance reporting standards. No advantage will accrue to a participant who takes this course of action.
- Participant Payments: The selection procedure must take into account the scale of the risk to the efficient use of public funds.
- Farm Structure: A high dependence on rented land increases the risk that farming systems may be undermined by the termination of rental agreements. This could result in overgrazing of remaining lands.
- Farm Infrastructure: Poor quality farm infrastructure suggests a history of management shortcomings in the past. This is considered to increase the risk of management failings in the future.
- Waste: The presence of a significant waste problem noted in the plan or in previous audits suggests a failure in farm management systems. This suggests an increased risk of non-compliance.
- Planner Risks: Planner standards are a key risk factor. Poor standards in plans among certain planners may constitute a risk to the Scheme. The selection of plans for audit must incorporate this as a key factor.
- Plan Type: An appropriate range of plan types should be audited over time.

## 2.2 Assigning scores to risk factors

- Participant (Compliance history) Score 0-10 depending on past compliance record;
  - Participants who have previously received a deduction from potential payments deemed to be large in scale or serious in type; score of 10.
  - Participants who have received deductions from potential payments in more than one year; score of 10.
  - Participants who have previously received a deduction from potential payments deemed to be mid-level in scale or type; score of 5.
  - Participants who have previously received a deduction from potential payments deemed to be Minor in scale or type; score of 1.
  - In the absence of data regarding a particular participant a score of “0” will be given.
- Change of planners in the past two years (if requested by the participant post the issuing of a deduction from potential payments); Score 5.
- Participant Payments (1-5)
  - A plan receiving in excess of €10,000 per annum receives a score of 5.
  - A plan receiving €5,000 - €10,000 receives a score of 3.
  - A plan receiving less than €5,000 receives a score of 1.
- Farm Structure.
  - 20% of lands rented or leased receive a score of 3.
  - < 20% of lands rented receives a score of 0.
- Farm Infrastructure and Farming systems.
  - If animal housing, waste storage or boundaries are inadequate; score of 3
  - If the farming system is dependent on the export of animal wastes; score of 3.
- Environmental issues (rubbish, watercourses, etc.) noted as a problem on the farm by the planner or by a previous audit; score of 3.
- Planner (record in relation to plan quality and past compliance certification), Score 0-8 depending on past record. The degree of risk associated with each planner is not directly linked to the levels of formal sanctions applied to that planner. The assessment of planner risk will be ongoing and subject to review.

### Procedure for selecting plans for post approval audit.

The maximum score in the risk analysis system is 40. Participants with a score of 22 or more are considered high risk and will be audited in all cases. The number of participants in this category will be deducted from the NPWS Agri-Ecology Unit’s audit capacity. Sufficient plans to account for one third of the remaining capacity will then be selected at random. The remainder will be picked in turn from the highest scoring plans within each plan type remaining on the list. The number of plans within each plan type that will be selected is the prerogative of the Wildlife Inspector Grade II. Any plans in this final selection that were audited in the previous year and received no deductions from potential payments as a result will not be reselected. For operational reasons the NPWS will not disclose the results of the risk analysis procedure pertaining to individual participants to anyone.

**Appendix 1 Part 1 Documentation and Guidelines on Plan Preparation and Management**

This section deals with all of the documents and forms that may be required in the NPWS Farm Plan Scheme. A Glossary explaining each document is included in Part 4 of this Appendix.

**1.1 Documents required in a valid NPWS Farm Plan**

The following documents may be required as part of an NPWS Farm Plan Contract:

1	A cover letter listing all of the contents enclosed and designating the lead planner involved.
2	Completed NPWSa.
3	Completed NPWSb.
4	Completed NPWSc (if applicable). <ul style="list-style-type: none"> <li>i. In the case of farms where animal wastes are exported, a waste import agreement signed by the importing farmer must be provided along with maps and ownership details of the spread lands.</li> <li>ii. In the case of farms where stock owned by third parties is grazed, the planner must provide details of the duration of the agreement, the type and numbers of stock involved, and the name and contact details of the stock owner.</li> </ul>
5	Completed NPWSd (if applicable).
6	Copy of current BPS declaration.
7	Copies of any amendments to current BPS declaration (if applicable)
8	Shapefiles for maps must be submitted via email to <a href="mailto:Agri.Ecology@chg.gov.ie">Agri.Ecology@chg.gov.ie</a> . ArcGIS is the preferred platform for mapping. All shapefiles must be fully attributed using NPWS guidelines. Farm Plan maps should be at a scale that allows a detailed overview of the target area and individual plots/management units. The scale can be discussed with Agri-Ecology Unit in advance. A location map at 1:50,000 scale will be required, showing the location of the target area and the access point(s) to the target area.
9	Copies of formal leases longer than 5 years where BPS payment is being claimed on the leased land. The period covered by the lease and a map of the lands must be shown. Copies of Leases must be certified by the planner or by a practising solicitor as being true copies of the original.
10	Copies of folio(s) for the land claimed as owned are to be provided in digital format. These are available from the Property Registration Authority. Scanned copies are acceptable. These may be checked during the plan approval process or in the course of an audit.
11	Affidavits regarding beneficial occupation, use of turbary rights held by third parties etc. Affidavits must be witnessed by a practising Solicitor or Commissioner for Oaths. An affidavit regarding beneficial occupation is required where the participant is not the registered owner as the folio has not been updated or where no folio exists. The affidavit <b>must</b> declare that the applicant has been in undisputed beneficial occupation of the lands for the previous 5 years and has been in receipt of all rents or profits arising from these lands. Full details of the relationship between the applicant and the registered owner must be provided. If a folio exists for the land in question it should be referred to by number in the affidavit. The folio in question should accompany the affidavit. An affidavit is also required where turbary rights are held by third parties if payment is being sought on the areas involved.

	The affidavit must declare that these rights have not been exercised for the past 5 years. If the rights are exercised in the future the NPWS Farm Plan will have to be amended and the turbary area in question removed from the area eligible for payment under the Plan
13	Station Data: This includes Station Cards, Station Assessment Cards and Photographs, all of which are to be identified by Applicant name, Plot number, Station number and Date of Survey. Stations are to be located by use of a GPS and the location is to be given on the Station Card in Irish Transverse Mercator (ITM). More detail on Station selection is given in Part 3 of this Appendix. Station Cards and Station Assessment Cards for different Habitats are included in Part 3 of this Appendix.
14	Soil Test Results (originals) OR a reason as to why they are not required OR an undertaking to take them within 1 year must be supplied. Such an undertaking should be made on the Nutrient Management Plan (Table 1) in the NPWS Farm Plan.
15	Nutrient Management Plan (Table 1), within the Farm Plan, signed by the Farm Planner.
16	Farmyard Sketch (where animal housing, waste storage or fodder storage facilities occur on target land).
17	Sketches of buildings (if relevant).
18	Proof of ownership of buildings (if relevant).
19	Copies of Commonage Framework Plan, GLAS or other plans (if relevant).
20	ARCs for relevant habitat types (SAC and SPA lands only) or for key species. These should be included in the Additional Notes part of the Farm Plan itself. Any other documentation that is relevant to the case, e.g. allotted cutting sequences for Corncrake hay meadows.
21	The entire Farm Plan file should be emailed to <a href="mailto:Agri.Ecology@chg.gov.ie">Agri.Ecology@chg.gov.ie</a> as a zipped file of less than 20MB and the final approved copy should be printed and bound, with colour copies made for the participant, NPWS Agri-Ecology Unit and regional NPWS.
22	Invoices for planner fees.

**Note:** A plan is technically complete when:

- AEU is satisfied with its content
- It is screened or determined not to need screening for Appropriate Assessment
- The shapefiles are correct

**Incomplete plans will not be considered as valid. A plan is only considered as approved when signed by the Wildlife Inspector Grade II with responsibility for the NPWS Farm Plan Scheme.**

## 1.2 Documents required in an Application for a Second or Subsequent Payment

A formal application for a second or subsequent payment requires the submission of the following by the planner;

- NPWSe form,
- Copy of a current BPS declaration

- Other NPWS forms, e.g. NPWSc or NPWsd forms (if there is a change in area farmed or in the title to the land farmed).
- NPWSg (Compliance Report) (sections A – D)
- Photographs of non-compliance (if any)
- Maps showing location where photographs were taken. Only required in non-compliant cases.
- Results of soil tests - if applicable. This is only required where soil testing was not possible when the original plan was produced.
- Amended Table 1. This is only required where soil testing was not possible when the original plan was produced.

### 1.3 Other Documents

**NPWSf Form.** This is sent by the NPWS along with an amended plan or plan update to the applicant. It must be signed by the applicant and returned to the NPWS before any further payments can be issued. This form will not be issued by the planner.

### 1.4 Maps

'GIS and mapping requirements for all farm plans shall be followed at all times are an essential component of the NPWS farm plan. Shapefiles should first be prepared by the planner(s) using the guidelines provided by the NPWS. This will provide the basis for compiling and symbolising the visual map in a manner that is entirely consistent with the ShapeFile's data. ArcGIS is the preferred mapping platform. Shapefiles pertaining to the plans shall be forwarded to [Agri.Ecology@chg.gov.ie](mailto:Agri.Ecology@chg.gov.ie) for verification as part of any plan.

## 2 NPWS Farm Plan

The plan shall be map based, using high quality satellite imagery, highlighting plot numbers, detailing what is to be done in each plot in each year of the plan, and the associated payment for these actions. As such, the creation of correctly attributed shapefiles based on the NPWS guidelines is central to this process and must be followed. Examples of existing Farm Plan templates are available from the NPWS Agri-Ecology Unit. While a standard template is preferable, NPWS remain flexible with regard to adapting the template to suit the particular needs of certain types of plans.

## 3 NPWS forms

Copies of the following NPWS forms 'a' to 'h' are given in Part 2 of this Appendix and must be submitted (where relevant) for the farm plan file to be complete.

## 4 Station Cards and Associated Documents

The recording of plant species and/or habitat condition at fixed monitoring stations is essential for any monitoring of the Scheme's effectiveness. It also serves to provide historical data for future researchers. The minimum number of stations per plan is calculated as follows;

- 3 stations will be surveyed in plans where the privately owned target area is less than 10 hectares.
- 3-6 stations will be surveyed in plans where the privately owned target area is between 10 and 20 hectares.

- 6-10 stations will be surveyed in plans where the privately owned target area is between 20 and 30 hectares.
- In plans where the privately owned target area is in excess of 30 hectares 10+ stations must be surveyed.
- No stations need be taken in commonage plots (except where the applicant owns all the shares).

Stations should be representative of the principal habitats found on the farm. In most cases the data collected from stations is recorded on a station card and on a station assessment card. There are a small number of situations where a station assessment card is not available, e.g. upland grassland. In these cases a station report card alone will suffice. Copies of the station cards and explanatory notes are given in Part 3 of this Appendix.

**Photographs:** In addition to the cards, the planner is required to take a series of photographs to provide a visual record. These should be taken using a digital camera with at medium to high resolution. At least four photographs should be taken at each station; these are to consist of two overview photographs and two close ups of the vegetation. The overview photographs will show the station in the context of its surroundings. The direction of the overview photographs should be recorded on the station card in degrees (a compass will be required for this). If possible the directional bearings should be to a prominent fixed landscape reference point, e.g. a house, a mountain etc. For example, Farm Complex 330<sup>o</sup>, Hilltop 210<sup>o</sup> or Farm Complex NNW, Hilltop SSW. Record magnetic/compass bearing and the current year.

The close up photographs should show the vegetation in the station in greater detail. It is also feasible to include photographs of plots where no station was recorded.

In the case of capital works outlined on the plan, photographs of before and after must be supplied to NPWS Agri-Ecology Unit. In certain cases, the benefits of capital works will increase over time and representative photographs of such transition should be taken and supplied.

**NPWS Farm Plan Scheme Forms**

**Department of Culture, Heritage and the Gaeltacht**

**National Parks & Wildlife Service**

**Farm Plan Scheme**

**Application Form (NPWSa)**

All fields must be completed

Please complete using MS Word and email to [Agri.Ecology@chg.gov.ie](mailto:Agri.Ecology@chg.gov.ie) quoting "NPWS Farm Plan Application". Applications must be received before (stated deadline).

**Section A**

*The land details are*

1	County	
2	Townland (of land as opposed to landowner postal address)	
3	Map attached (Yes/No) (Please attach map e.g. BPS map clearly outlining with aerial photographs, the land for which a Farm Plan is being applied)	
4	Total farmed area (hectares)	
5	Total proposed Farm Plan area (hectares)	
6	BPS claimed on land (Yes/No)	
7	LPIS Parcel Numbers of proposed Farm Plan parcels	
8	Land within a designated site or sites (Yes/No) (See <a href="http://webgis.npws.ie/npwsviewer/">http://webgis.npws.ie/npwsviewer/</a> )	
9	Designated area site codes	
10	Total area of Natura 2000 proposed for plan (hectares)	
11	Is the land involved in other plans e.g. GLAS, EIP, LIFE (Yes/No)	
12	If yes to A11, list the Scheme and relevant measures	

*The land management details are*

13	Landowner Name	
14	Landowner Address	
15	Landowner Phone Number	
16	Landowner Email Address	
17	Landowner is managing the land (Yes/No)	
18	Landowner is leasing out the land (Yes/No)	
19	Leasee Name	
20	Leasee Address	
21	Leasee Phone Number	
22	Leasee Email Address	
23	Who is applying to undertake a Farm Plan, the landowner or leasee?	

24	In the case of a leasee managing the land, is there a commitment to a five-year contract and lease from the start of a Farm Plan? (Yes/No)	
----	---	--

*The current farming practices are*

*Please limit to 300 words*

*The proposed farming practices (in line with managing for conservation) are*

*Please limit to 300 words*



**Section D**

*I want to participate in the NPWS Farm Plan Scheme because*

*Please limit to 250 words*

**Section E**

*Other matters relevant or important to this plan include (limit 250 words)*

**Section F**

In making this application, I confirm that I am over 18, that I accept the Terms & Conditions of the NPWS Farm Plan Scheme, and that all details included are correct to the best of my knowledge. In making this application, I provide NPWS with consent to cross-check my herd number and LPIS parcels with the Department of Agriculture, Food & the Marine to determine whether the lands in question are in GLAS and if so, for what measures. In cases where the land is being leased, this application has been discussed between the landowner and leasee. I make this application in the knowledge that if my application is shortlisted on a panel, this does not mean that I am entitled to a Farm Plan contract. I also consent to this application being held on file for a period of up to 3 years, so that it may be considered in future funding calls should they arise.

LANDOWNER NAME (BLOCK CAPITALS): \_\_\_\_\_

Signed: \_\_\_\_\_

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

LEASEE NAME (BLOCK CAPITALS): \_\_\_\_\_

Signed: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

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

**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 in relation to individual suppliers, payees and grantees can be found on our website at: <https://www.chg.gov.ie/help/legal-notices/privacy-statement/suppliers-payees-grantees> Further information on Data Protection can be found on our website at: <https://www.chg.gov.ie/help/legal-notices/data-protection/>

**Department of Culture, Heritage and the Gaeltacht**

**National Parks & Wildlife Service Farm Plan Scheme**

NPWS Farm Plan **(NPWSb)**

The plan shall be map based, using high quality satellite imagery, highlighting plot numbers, detailing what is to be done in each plot in each year of the plan, and the associated payment for these actions. Examples of existing Farm Plan templates are available from the NPWS Agri-Ecology Unit. While a standard template is preferable, NPWS remain flexible with regard to adapting the template to suit the particular needs of certain types of plans.

**Department of Culture, Heritage and the Gaeltacht**  
**National Parks & Wildlife Service Farm Plan Scheme**  
**Third Party Interaction Form (NPWSc)**

FOR OFFICE USE ONLY

Reference No: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of receipt of form  
 \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Name of applicant/participant (and partners):</b>			
<b>Name and address of third party:</b>			
<b>Telephone No.</b>		<b>Duration of agreement</b>	
Tick Boxes below as appropriate.			
<b>A1 Import of organic wastes.</b>			
<b>A2 Export of organic wastes.</b>			
<b>B1 Short term rental of land/grazing of animals on land owned by third parties.</b>			
<b>B2 Short term rental of animal housing owned by third parties.</b>			
<b>C Grazing of animals owned by third parties</b>			
Maps will be required in the case of A2 (spread lands), B1 & B2			
<b>Section A</b>	<b>A1 Import of wastes</b>		<b>A2 Export of wastes</b>
<b>Type of Waste</b>		<b>Quantity of Waste</b>	
<b>Section B</b>	<b>Rental of lands/housing or grazing of animals on land owned by third parties.</b>		
<b>No. of Stock</b>		<b>Type of Stock</b>	
<b>Start Date</b>		<b>Finish Date</b>	
<b>Area of target lands involved, if any (ha) and type of designation:</b>			
<b>Section C</b>	<b>Grazing of Animals owned by third parties.</b>		
<b>No. of Stock</b>		<b>Type of stock</b>	
<b>Start Date</b>		<b>Finish Date</b>	

**Signature/s**

I/we ..... (Applicant A)

..... (Applicant B)

The above named confirm that the above details are correct.

.....Signature of Third Party

Date .....

**Department of Culture, Heritage and the Gaeltacht  
National Parks & Wildlife Service  
Farm Plan Scheme**

**Consent of Family Member form (NPWSd)**

FOR OFFICE USE ONLY

Reference No: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of receipt of form  
\_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Name of Applicant (and partners):</b>											
<b>Name and Address of the consenting family member:</b>											
<b>Details of the land in question and nature of the agreement:</b>											
<b>Consenting family member details:</b>											
<b>Telephone No.</b>			<b>E-mail</b>								
<b>Relationship to applicant</b>						<b>Duration of the agreement (dates)</b>					
<b>NHA Site Code of consent lands (if any)</b>				<b>SAC Site Code of consent lands (if any)</b>				<b>SPA Site Code of consent lands (if any)</b>			
<b>Area of target lands, if any (ha):</b>											

**Signature of consenting family member/s**

I/we ..... (Applicant A)

..... (Applicant B)

The above named consenting family member/s permit my/our lands to be included in the above NPWS Farm Plan for the specified period.

**Department of Culture, Heritage and the Gaeltacht**  
**National Parks & Wildlife Service Farm Plan Scheme**

**Consent of Family Member form (NPWSd)**

FOR OFFICE USE ONLY

Reference No: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of receipt of form  
 \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Name of Applicant (and partners):</b>		
<b>Name and Address of the consenting family member:</b>		
<b>Details of the land in question and nature of the agreement:</b>		
<b>Consenting family member details:</b>		
<b>Telephone No.</b>	<b>E-mail</b>	
<b>Relationship to applicant</b>	<b>Duration of the agreement</b>	
	(dates)	
<b>NHA Site Code of consent</b>	<b>SAC Site Code of consent</b>	<b>SPA Site Code of consent lands</b>
lands (if any)	lands (if any)	(if any)
<b>Area of target lands, if any (ha):</b>		

**Signature of consenting family member/s**

I/we ..... (Applicant A)

..... (Applicant B)

The above named consenting family member/s permit my/our lands to be included in the above NPWS Farm Plan for the specified period.

**Department of Culture, Heritage and the Gaeltacht**  
**National Parks & Wildlife Service Farm Plan Scheme**

**Application for payment form (NPWSe)**

FOR OFFICE USE ONLY

Reference No: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of receipt of Application  
 \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Name of Applicant (and Partners):</b> (BLOCK CAPITALS)												
<b>Nominate the person to whom the payment will issue:</b>												
<b>Address:</b>												
<b>County:</b>						<b>Herd No. :</b>						
<b>Tel. No.</b>			<b>E-mail</b>			<b>PPS No.</b>			<b>Date of Birth</b>			
<b>Year of plan completed (encircle shade)</b>					<b>Payment Due (as specified in NPWS plan)</b>					<b>Other outlays (as specified in NPWS plan)</b>		
1	2	3	4	5								
<b>Requirement for receipts?</b> Yes      No					<b>Receipts provided?</b> Yes      No					<b>Records kept?</b> Yes      No		
<b>Total Amount due (in words):</b>												

**Applicants Signature**

I/we ..... (Applicant A)

..... (Applicant B)

The above named applicant(s) apply for payment for losses incurred/outlays made in adhering to my/our NPWS Farm Plan. I/we have adhered to the terms and conditions of the plan in Year .... I/we have abided by any relevant environmental legislation (e.g. cross compliance requirements and Good Farming Practice) for the recording year.

**Department of Culture, Heritage and the Gaeltacht**  
**National Parks & Wildlife Service**  
**Farm Plan Scheme**

**Plan Amendment/Update Form (NPWSf)**

**FOR OFFICE USE ONLY**

Code: *assigned by NPWS Admin*

Reference No: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of receipt of Application  
 \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Plan Reference Number:</b>
<b>Name of Applicant (and Partners):</b>
<b>Address:</b>
<b>County:</b>
<b>Planners:</b>
<b>Date of Amendment to Plan/ Plan Update:</b>
<b>Reason for Change:</b>

**Declaration:**

I have received a copy of the amended plan/plan update and understand that the commitments/requirements described in that document now form part of my NPWS Farm Plan Contract.

<b>Signed.</b>	Participant	<b>Date</b>	
<b>Signed.</b>	Participant	<b>Date</b>	
<b>Signed.</b>	Participant	<b>Date</b>	

In the case of joint participant all the partners must sign this form.

**No further payments can be issued until this form is returned to NPWS.**

## Department of Culture, Heritage and the Gaeltacht

## National Parks &amp; Wildlife Service Farm Plan Scheme

## NPWSg (Compliance Report page 1 of 2)

## Section A (participant details):

<b>Name of Participant:</b>			
<b>Address of Participant:</b>			
<b>Plan Reference Number:</b>	<b>Anniversary Date:</b>	<b>Plan Type:</b>	

## Section B (Inspection Details):

Date of Inspection:

Eligible Area

Persons present at inspection:

Year of Plan Completed:

1

2

3

4

5

1. Current BPS

Yes

No

2. NPWSe

Yes

No

3. Any difference between the current BPS declaration and the Farm Plan

Yes

No

4. Are there any changes to the participants details

Yes

No

5. Does the participant wish to withdraw from their NPWS Farm Plan Contract?

Yes

No

## Section C (Compliance Check):

## Planned Tasks

6. Has the participant completed the tasks assigned in the Farm Plan for the preceding year?

Yes

No

7. Has the participant complied with the grazing and Nutrient Management components of their plan?

Yes

No

8. Is there a need for a plan amendment?

Yes

No

9. Are there any other issues of concern arising from the inspection?

Yes

No

10. COMPLIANT

NON-COMPLIANT

11. Does the participant accept that not all planned tasks were completed?

Yes

No

12. Has the participant an explanation why planned tasks were not completed?

Yes

No

13. Could the plan have been clearer as to what was required?

Yes

No

14. Has the planner any comments on appropriate action in this case?

Yes

No

Signed:

Date:

**Department of Culture, Heritage and the Gaeltacht**  
**National Parks & Wildlife Service**  
**Farm Plan Scheme**

*NPWSg (Compliance Report page 2 of 2)*

<b>Name of Participant:</b>	
<b>Address of Participant:</b>	
<b>Plan Reference Number:</b>	

Section D (further information):

Changes to participant's details:

Changes to SPS details

Farmed area/ parcel use:

Changes to Farm practice or Enterprise:

Details of Non Compliance:

Explanations offered by the Participant:

Comments by Planner:

Recommendations including Proposed remedial action.

**Signed**

**Date:**

.....

Department of Culture, Heritage and the Gaeltacht

National Parks & Wildlife Service

Farm Plan Scheme

*NPWS (Compliance check payment claim form)*

Period for which Invoice(s) relate:

Section A

Name of Participant	Ref No.	Anniversary Date	Amount Claimed
---------------------	---------	------------------	----------------

Total

€

Section B

Name of Participant	Ref No.	Anniversary Date	Reason for delay
---------------------	---------	------------------	------------------

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

Planner A

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

Planner B *(required if two planners are invoicing for the same work)*

## *Appendices*

**Appendix 1, Part 3 Station Cards, Station Assessment Cards and Photographs**

Station Cards and Station Assessment Cards for a range of different habitats are given below. Planners should note the following when filing in these forms.

- The planner should ensure they use cards appropriate to the habitat type. For certain habitats, e.g. upland grassland there is no station assessment card. In these cases the station card is adequate by itself.
- Station Cards and associated paperwork must be completed electronically.
- Station Cards, Station Assessment Cards and Photographs must be labelled with the
  - **Applicants Name.**
  - **Plot Number.**
  - **Station Number.**
  - **Date of Survey.**
- The Grid Reference for a station must be given in the Irish Transverse Mercator (ITM) format.
- To ensure the most accurate locations, the planner should have their GPS/GNSS display (or log) WGS84 latitude and longitude. Then use either the Ordnance Survey's online converter or, better still, the freely available **Grid InQuest** to transform the WGS84 data to either ITM.
- Planners can make minor modifications to cards, e.g. remove species that are not present and add in species that are found in the station.
- The direction of overview photographs should be indicated on the page with the photographs. Record magnetic /compass bearing and the current year.

**Station Cards and Station Assessment Cards.**  
**Coastal Station Report Card**  
**Coastal**

**Assessors** \_\_\_\_\_ **Applicants Name** \_\_\_\_\_  
**Plot No.** \_\_\_\_\_ **Station No.** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Assessment Unit/Station No.** (10mx10m recommended) \_\_\_\_\_  
**Locational details** (including GPS reading, ITM format only) \_\_\_\_\_  
**Photographs taken @ Assessment Unit** (Record /Film No/Frame No's and view direction) \_\_\_\_\_

<b>Soil Type Tick</b>	<b>Soil Depth (use probe)</b>
Sand	< 15 cm
Humic Sand	15 - 30 cm
Mineral	> 30cm
Peat	> 1m

**Habitat (tick only one)**

Dune \_\_\_\_\_ Unimproved Wet grassland \_\_\_\_\_ Coastal Heath (use peatland card) \_\_\_\_\_  
Improved Grassland \_\_\_\_\_ Unimproved Dry grassland \_\_\_\_\_ Other \_\_\_\_\_

**Ground Cover of Vegetation** Estimate % Cover

**D = Dominant >50%; A= Abundant 25 - 50%; F= Frequent 5 - 25%; O = Occasional < 5%.**

Ling Heather (*Calluna*) cover: % carpet: \_\_\_\_\_ % topiary: % drumstick: \_\_\_\_\_ %  
Bell Heather (*E. cinerea*) \_\_\_\_\_ Ragwort (*Senecio jacobea*) \_\_\_\_\_  
Marram Grass (*Ammophila arenaria*) \_\_\_\_\_ Thistles (*Cirsium spp*) \_\_\_\_\_  
Gorse (*Ulex spp*) \_\_\_\_\_ Nettles (*Urtica spp*) \_\_\_\_\_  
Red Fescue (*Festuca rubra*) \_\_\_\_\_ Composites \_\_\_\_\_  
Lady's Bedstraw (*Galium verum*) \_\_\_\_\_ Rye Grass (*Lolium perenne*) \_\_\_\_\_  
Creeping Willow (*Salix repens*) \_\_\_\_\_ Silverweed (*Potentilla anserina*) \_\_\_\_\_  
Other Grasses (Bents/*Poa*) \_\_\_\_\_ Sea Holly (*Eryngium maritimum*) \_\_\_\_\_  
Plantains (*Plantago species*) \_\_\_\_\_ Sedges (*Carex arenaria /other*) \_\_\_\_\_  
Burnet Rose (*Rosa pimpinellifolia*) \_\_\_\_\_ Clovers (*Trifolium spp*) \_\_\_\_\_  
Mosses \_\_\_\_\_ Other Legumes \_\_\_\_\_  
Bushy lichens (*Cladonia species*) \_\_\_\_\_ Crustose lichens \_\_\_\_\_  
Other species which might have an indicative value \_\_\_\_\_

<b>Vegetation cover</b>	<b>% Bare sand</b>	<b>% Rock</b>	<b>% Litter</b>	<b>%</b>
<b>Grass cover</b>	<b>% Herb cover</b>	<b>% Moss cover</b>	<b>% Lichen cover</b>	
<b>Main sward height: cm</b>	<b>Variability: uniform/</b>	<b>clumpy/</b>	<b>variable/</b>	
<b>Av. Ammophila height: cm</b>	<b>Grass height: cm</b>	<b>Herb height: cm</b>		

<b>Dung Tick</b>	<b>Clumps/Pats</b>	<b>Scattered DAFO</b>	<b>Age Old/fresh/both</b>
Sheep			
Cattle			
Rabbit			
Other			

**Damage assessment for station:** \_\_\_\_\_

**Damage assessment for sub-unit:** \_\_\_\_\_

**Reasons for difference:** \_\_\_\_\_

**Grassland Station Report Card (Not coastal)**

Assessors	Applicants Name	
Plot No.	Station No.	Date
Assessment Unit/Station No. (10mx10m recommended) _____		
Locational details (including GPS reading, ITM format only) _____		
Photographs taken @ Assessment Unit (Record /Film No/Frame Nos. and view direction) _____		
<hr/>		
Soil Type Tick	Soil Depth (use probe)	
Mineral	< 15 cm	
Peat	15 - 30 cm	
Marl	30 - 80cm	
	80 cm	
<hr/>		
<b>Habitat (tick only one)</b>		
<b>Dry Heath (use peatland card)</b>	<b>Fen/Marsh Swamp</b>	
<b>Unimproved Wet grassland</b>	<b>Improved Grassland</b>	
<b>Unimproved Dry grassland</b>	<b>Other</b>	
<b>Ground Cover of Vegetation</b> Estimate % Cover		
<b>D = Dominant &gt;50%; A= Abundant 25 - 50%; F= Frequent 5 - 25%; O = Occasional &lt; 5%.</b>		
<i>Holcus lanatus</i>	<i>Anthoxanthum odouratum</i>	
<i>Dactylis glomerata</i>	Ragwort ( <i>Senecio jacobea</i> )	
<i>Cynosurus sp</i>	Thistles ( <i>Cirsium spp</i> )	
Other Grasses (Bents/Poa)	Forget-me-not ( <i>Myosotis spp.</i> )	
Perennial Rye Grass ( <i>Lolium perenne</i> )	Eyebright ( <i>Euphrasia spp.</i> )	
Sheep's Fescue ( <i>Festuca ovina</i> )	Nettles ( <i>Urtica spp</i> )	
Red Fescue ( <i>Festuca rubra</i> )	Composites	
Cockspur ( <i>Dactylis glomerata</i> )	Umbellifers	
Marsh marigold ( <i>Caltha palustris</i> )	<i>Parnassia palustris</i>	
Ladies bed straw ( <i>Galium verum</i> )	Orchid spp	
Marsh pennywort ( <i>Hydrocotyle vulgaris</i> )	Mosses	
Blackthorn ( <i>Prunus spinosa</i> )	Cats Ear. ( <i>Hypochaeris spp.</i> )	
Silverweed ( <i>Potentilla anserina</i> )	Hawkweed ( <i>Hieracium spp.</i> )	
Creeping Buttercup ( <i>Ranunculus repens</i> )	Mint ( <i>Mentha aquatica</i> )	
Meadow Buttercup ( <i>R acris</i> )	Cowslip ( <i>Primula veris</i> )	
Spearwort ( <i>R flammula</i> )	Knapweed ( <i>Centaurea spp.</i> )	
Coltsfoot ( <i>Tussilago farfara</i> )	Self-heal ( <i>Prunella vulgaris</i> )	
Clovers ( <i>Trifolium spp</i> )	Other Legumes	
Floating sweetgrass ( <i>Glyceria fluitans</i> )	Crustose lichens	
Yellow rattle ( <i>Rhinanthus minor</i> )	Willow ( <i>Salix spp.</i> )	
Devils bit scabious ( <i>Succisa pratensis</i> )	Speedwell ( <i>Veronica spp.</i> )	
Water-purslane ( <i>Lythrum portula</i> )	Gorse ( <i>Ulex sp</i> )	
Meadowsweet ( <i>Filipendula ulmaria</i> )	Speedwell ( <i>Veronica spp.</i> )	
Marsh lousewort ( <i>Pedicularis palustris</i> )	Bogbean ( <i>Menyanthes trifoliata</i> )	
Marsh cinquefoil ( <i>Potentilla palustris</i> )	Plantains ( <i>Plantago species</i> )	
Cuckoo flower ( <i>Cardamine pratensis</i> )	Sheeps bit ( <i>Jasione montana</i> )	
Broad leaved Dock ( <i>Rumex obtusifolius</i> )	Iris ( <i>Iris pseudoacorus</i> )	
Crispy Dock ( <i>R crispus</i> )	Rushes ( <i>Juncus spp</i> )	
<i>R acetosella</i>	Sedges ( <i>Carex spp.</i> )	
<i>R acetosa</i>	Ragged robin ( <i>Lychnis spp.</i> )	
Other species which might have an indicative value _____		
Grassland Station Report Card (Not coastal) – continued		

Vegetation cover      % Bare soil      % Rock      % Litter      %  
Grass cover      % Herb cover      % Moss cover      % Lichen cover      %  
Main sward height:      cm      Variability: uniform/      clumpy/      variable/  
Grass height: cm      Herb height: cm

Dung *Tick*      Clumps/Pats      Scattered *DAFO*      Age *Old/fresh/both*  
Sheep \_\_\_\_\_  
Cattle \_\_\_\_\_  
  
Geese \_\_\_\_\_  
Other \_\_\_\_\_

**Damage assessment for station:** \_\_\_\_\_  
**Damage assessment for sub-unit:** \_\_\_\_\_  
**Reasons for difference:** \_\_\_\_\_

**Limestone Pavement (> 50%) Station Report Card****Assessors** \_\_\_\_\_ **Applicants Name** \_\_\_\_\_**Plot No.** \_\_\_\_\_ **Station No.** \_\_\_\_\_ **Date** \_\_\_\_\_**Assessment Unit/Station No.** (10mx10m recommended) \_\_\_\_\_**Locational details** (including GPS reading, ITM format only) \_\_\_\_\_**Photographs taken @ Assessment Unit** (Record /Film No/Frame Nos. and view direction) \_\_\_\_\_

Rendzina \_\_\_\_\_ &lt; 15 cm \_\_\_\_\_

Grey-Brown Podzolic \_\_\_\_\_ 15 - 30 cm \_\_\_\_\_

Brown Earth \_\_\_\_\_ &gt; 30cm \_\_\_\_\_

**Habitat (tick only one)****Habitat(s) occurring (Tick)***Limestone pavement (< 75% outcropping)* \_\_\_\_\_ *Improved Grassland* \_\_\_\_\_\_\_\_\_\_ *(> 75% outcropping)* \_\_\_\_\_ *Dry unimproved grassl'd* \_\_\_\_\_*Wet unimproved grassl'd* \_\_\_\_\_ *Scrub* \_\_\_\_\_ *Woodland* \_\_\_\_\_*Dry heath* \_\_\_\_\_ *Fen/Marsh/ Swamp* \_\_\_\_\_ *Other* \_\_\_\_\_**Ground Cover of Vegetation** Estimate % Cover**D = Dominant >50%; A= Abundant 25 - 50%; F= Frequent 5 - 25%; O = Occasional < 5%.**Ling Heather (*Calluna*) cover: % carpet: % topiary: % drumstick: %Spindle (*Euonymus europaeus*) \_\_\_\_\_ Blue moor-grass (*Sesleria albicans*) \_\_\_\_\_Sweet Vernal Grass (*A odoratum*) \_\_\_\_\_ Quaking Grass (*Briza media*) \_\_\_\_\_Perennial Rye Grass (*Lolium perenne*) \_\_\_\_\_ Yorkshire Fog (*Holcus lanatus*) \_\_\_\_\_Fescues (*Festuca* spp.) \_\_\_\_\_ Crested Hair-grass (*Koeleria macrantha*) \_\_\_\_\_Heath Grass (*Danthonia decumbens*) \_\_\_\_\_ Downy Oat-grass (*Avenula pubescens*) \_\_\_\_\_False Oat-grass (*Arrhenatherum elatius*) \_\_\_\_\_ Cocksfoot (*Dactylis glomerata*) \_\_\_\_\_Nettle (*Urtica dioica*) \_\_\_\_\_ Daisy (*Bellis perennis*) \_\_\_\_\_Sedges (*Carex* spp.) \_\_\_\_\_ Other Composites \_\_\_\_\_Hawthorn (*Crataegus monogyna*) \_\_\_\_\_ Blackthorn (*Prunus spinosa*) \_\_\_\_\_Gorse (*Ulex* spp) \_\_\_\_\_ Thyme (*Thymus praecox*) \_\_\_\_\_Buckthorn (*Rhamnus cathartica*) \_\_\_\_\_ Ash (*Fraxinus excelsior*) \_\_\_\_\_Maidenhair fern (*Adiantum capillus-veneris*) \_\_\_\_\_ Plantains (*Plantago* spp.) \_\_\_\_\_*Potentilla* spp. \_\_\_\_\_ Ladys bedstraw (*Galium verum*) \_\_\_\_\_Bramble (*Rubus fruticosus* agg.) \_\_\_\_\_ Stone bramble(*Rubus saxatilis*) \_\_\_\_\_Ivy (*Hedera helix*) \_\_\_\_\_ Guelder-rose (*Viburnum opulus*) \_\_\_\_\_Alder buckthorn (*Franqula alnus*) \_\_\_\_\_ Clovers (*Trifolium* spp.) \_\_\_\_\_Bloody cranesbill (*Geranium sanguineum*) \_\_\_\_\_ Doves-foot cranesbill (*Geranium molle*) \_\_\_\_\_Eyebright (*Euphrasia* spp.) \_\_\_\_\_ Stonecrop (*Sedum acre*) \_\_\_\_\_Mountain avens (*Dryas octopetala*) \_\_\_\_\_ Water Germander (*Teucrium scordium*) \_\_\_\_\_Spring gentian (*Gentiana verna*) \_\_\_\_\_ Buttercups (*Ranunculus* spp.) \_\_\_\_\_Cowslip (*Primula veris*) \_\_\_\_\_ Primrose (*Primula vulgaris*) \_\_\_\_\_Bellflower (*Campanula* spp.) \_\_\_\_\_ Milkwort (*Polygala vulgaris*) \_\_\_\_\_Birds-Foot Trefoil (*Lotus corniculatus*) \_\_\_\_\_ Wall lettuce (*Mycelis vulgaris*) \_\_\_\_\_Meadow-rue (*Thalictrum* spp.) \_\_\_\_\_ Orchid spp \_\_\_\_\_Harts Tongue (*Phyllitis scolopendrium*) \_\_\_\_\_ Holly (*Ilex aquifolium*) \_\_\_\_\_Hoary Rock Rose (*Helianthemum canum*) \_\_\_\_\_ Hazel (*Corylus avellana*) \_\_\_\_\_

Other species which might have an indicative value \_\_\_\_\_

Limestone Pavement Station Report Card - (continued)

**Vegetation cover** \_\_\_\_\_ **% Bare soil** \_\_\_\_\_ **% Rock** \_\_\_\_\_ **% Litter** \_\_\_\_\_ **%** \_\_\_\_\_  
**Grass cover** \_\_\_\_\_ **% Herb cover** \_\_\_\_\_ **% Moss cover** \_\_\_\_\_ **% Lichen cover** \_\_\_\_\_ **%** \_\_\_\_\_  
**Main sward height:** \_\_\_\_\_ **cm. Variability:** **uniform/** \_\_\_\_\_ **clumpy/** \_\_\_\_\_ **variable/** \_\_\_\_\_  
**Grass height: cm** \_\_\_\_\_ **Herb height: cm** \_\_\_\_\_

**Dung Tick** \_\_\_\_\_ **Clumps/Pats** \_\_\_\_\_ **Scattered DAFO** \_\_\_\_\_ **Age Old/fresh/both** \_\_\_\_\_  
**Sheep** \_\_\_\_\_  
**Cattle** \_\_\_\_\_  
**Goat** \_\_\_\_\_  
**Other** \_\_\_\_\_

**Damage assessment for station:** \_\_\_\_\_  
**Damage assessment for sub-unit:** \_\_\_\_\_  
**Reasons for difference:** \_\_\_\_\_

**General Station Report Card**  
**Upland Habitats**

<b>Assessors</b>	<b>Applicants Name</b>	
<b>Plot No.</b>	<b>Station No.</b>	<b>Date</b>
<b>Assessment Unit/Station No.</b> (10mx10m recommended) _____		
<b>Locational details</b> (including GPS reading, ITM format only) _____		
<b>Photographs taken @ Assessment Unit</b> (Record /Film No/Frame Nos. and view direction) _____		

<b>Soil Type Tick</b>	<b>Soil Depth (use probe)</b>	
Peat	< 15 cm	
Peaty podsol	15 - 80 cm	
Mineral	> 80cm	
<b>Habitat (tick only one)</b>		
Blanket Bog	Wet Heath	Dry Heath
Grassland	Other	

**Ground Cover of Vegetation Estimate % Cover****D = Dominant >50%; A= Abundant 25 - 50%;****F= Frequent 5 - 25%; O = Occasional < 5%.**

Ling Heather ( <i>Calluna</i> )	%cover/	% carpet/	% topiary /	% drumstick /
Cross-leaved Heath ( <i>Erica tetralix</i> )				Orchid spp
Bell Heather ( <i>E. cinerea</i> )				<i>Rhododendron ponticum</i>
Tormentil ( <i>Potentilla erecta</i> )				Gorse ( <i>Ulex spp</i> )
<i>Galium palustre</i>				Bog Myrtle ( <i>Myrica gale</i> )
<i>G saxatile</i>				Bilberry ( <i>Vaccinium myrtillus</i> )
Bog Asphodel ( <i>Narthecium ossifragum</i> )				Crowberry ( <i>Empetrum nigrum</i> )
Butterwort ( <i>Pinguicula vulgaris</i> )				Willows ( <i>Salix spp</i> )
Bog Pimpernel ( <i>Anagallis tenella</i> )				Bracken ( <i>Pteridium aquilinum</i> )
Milkwort ( <i>Polygala serpyllifolia</i> )				Hard Fern ( <i>Blechnum spicant</i> )
Lousewort ( <i>Pedicularis sylvatica</i> )				Bladderwort ( <i>Utricularia spp</i> )
Devils bit scabious ( <i>Succisa pratensis</i> )				Thistles ( <i>Cirsium spp</i> )
Buttercups ( <i>Ranunculus spp</i> )				<i>Rhyncospora alba</i>
Purple Moorgrass ( <i>Molinia caerulea</i> )				Deergrass ( <i>Scirpus caespitosus</i> )
Black Bog Rush ( <i>Schoenus nigricans</i> )				Bogbean ( <i>Menyanthes trifoliata</i> )
Bog Cotton ( <i>Eriophorum spp</i> )				Mat grass ( <i>Nardus stricta</i> )
Heath rush ( <i>Juncus squarrosus</i> )				Sedges ( <i>Carex spp</i> )
Mat Grass ( <i>Nardus stricta</i> )				Woodrush ( <i>Luzula spp</i> )
<i>Festuca vivipara</i>				Crustose lichens on peat
Other Grasses (Fescues/ Bents/ Heath Grass)				<i>Cladonia portentosa</i>
<i>Leucobryum glaucum</i>				<i>Cladonia uncialis</i>
<i>Hylocomium splendens</i>				<i>Peltigera canina</i>
<i>Racomitrium lanuginosa</i>				<i>Pleurozia purpurea</i>
<i>Polytrichum commune</i>				<i>Odontoschisma sphagni</i>
<i>Campylopus spp</i>				<i>Sphagnum spp</i>
<i>Rhytidiadelphus spp</i>				Other Mosses
Other species which might have an indicative value				

Upland Habitats Station Report Card - (continued)

<u>% Vegetation</u>	<u>% Bare peat</u>	<u>% Rock</u>	<u>%Litter</u>		
<b>Average height</b> Ling	<b>cm</b>	Bell heather	<b>cm</b>	Cross-leaved heath	<b>cm</b>
<b>Rest of sward</b>	<b>cm</b>				

---

Damage assessment for station: \_\_\_\_\_

Damage assessment for sub-unit: \_\_\_\_\_

Reasons for difference: \_\_\_\_\_

**STATION ASSESSMENT CARD -BLANKET BOG or WET HEATH**

Tick as appropriate **H** = Heavy, **M** = Moderate, **L** = Light, **NA**= Not applicable.

adapted from Mac Donald et. al. 1998, Scottish Natural Heritage.

Applicant Name	Plot No.	Station No.	Date
	<p><b>Trampling and grazing of pool systems and water tracks.</b></p> <p>H Edges of pools broken down, neither abrupt vertical sides nor sloping <i>Sphagnum</i> covered edges. Wet hollows obviously trampled, hoof prints abundant.</p> <p>L No evidence of trampling or grazing around pools particularly those containing Bog Bean (<i>Menyanthes</i>) and water tracks. Wet hollows with intact <i>Sphagnum cuspidatum</i> cover.</p> <p>NA</p>	<p><b>Trampling of <i>Sphagnum</i> moss hummock lawns.</b></p> <p>H Most <i>Sphagnum</i> moss surfaces broken by hoof prints over most of the bog surface. Loose and bleached portions of <i>Sphagnum</i> mosses present</p> <p>M Minority of <i>Sphagnum</i> moss surfaces broke by hoof prints, locally distributed of the bog surface. Loose and bleached portions of <i>Sphagnum</i> mosses very local.</p> <p>L Most <i>Sphagnum</i> moss surfaces intact. Evidence of</p> <p>NA hoof prints found only after extensive search. Loose +bleached portions of <i>Sphagnum</i> absent or very infrequent.</p>	
	<p><b>Extent of ground cover of mosses and or lichens among + between dwarf-shrub, sedge and grass plants.</b></p> <p>H <i>Sphagnum</i> mosses and/or lichens absent or very patchy. "Feather" mosses may be abundant but if so then forming thin (&lt;&lt; 5cm deep) mats.</p> <p>M <i>Sphagnum</i> mosses and/or lichens present patchy. Feather mosses if present, forming thin to moderately deep mats and low hummocks (&lt; 10 cm deep).</p> <p>L <i>Sphagnum</i> mosses and/or lichens extensive and abundant. Feather mosses, present, forming deep mats and low hummocks (&gt; 10 cm deep).</p> <p>NA</p>	<p><b>Abundance of bare peat in the transect station.</b></p> <p style="text-align: center;">&lt;1%      &lt;5%      5-10%      &gt;10%</p> <p style="text-align: center;">L            M            H            H</p> <p style="text-align: center;"> <input type="checkbox"/>      <input type="checkbox"/>      <input type="checkbox"/>      <input type="checkbox"/> </p>	
	<p><b>Firmness of ground underfoot.</b></p> <p>H Hard or firm over most of the bog surface. [Note: drainage and frequent burning can have similar effects]</p> <p>M</p> <p>L Soft to very soft, spongy, over most of the bog surface.</p> <p>NA</p>	<p><b>Signs of browsing on Cross-leaved heath (<i>Erica tetralix</i>) and Crowberry (<i>Empetrum nigrum</i>).</b></p> <p>H Some.</p> <p>M [Note: <i>E. tetralix</i> is very rarely browsed. <i>E. nigrum</i> is almost never browsed, although may be damaged by trampling. If these species show extensive signs of browsing this is a good indication of heavy</p> <p>L browsing and grazing in the immediate area</p> <p>NA None</p>	



<p><b>Amount of rabbit/feral goat dung present.</b></p> <p>H Very obvious, easy to find</p> <p>M Some present but not throughout/ widespread</p> <p>L Very limited, patchy, negligible</p> <p>NA</p>	<p><b>Assessors overall evaluation of the current condition of vegetation in station based on evaluating the above indicators (selected category in bold).</b></p> <p>U* U M/U M M/S S S*</p>
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**STATION ASSESSMENT CARD - DRY HEATH**

Tick as appropriate **H** = Heavy, **M** = Moderate, **L** = Light, **NA** = Not applicable.

adapted from Mac Donald et. al. 1998, Scottish Natural Heritage.

Applicant Name	Plot No.	Station No.	Date
<p><b>Summer browsing of Ling (<i>Calluna vulgaris</i>).</b></p> <p>H Extensive, obvious, easy to find.</p> <p>M Very limited, patchy, negligible. Though infrequent may still be obvious due to removal of flowering shoots.</p> <p>L</p> <p>NA</p>		<p><b>Type of shoot material removed From Ling (<i>Calluna vulgaris</i>) and/ or Frauchan (<i>Vaccinium myrtillus</i>).</b></p> <p>H Frequent evidence of browsing of woody shoot material older than the most recent year's growth.</p> <p>M Little or no browsing of woody shoot material older than most recent year's growth. Mainly shoot tips removed. Only tips of shoots browsed.</p> <p>L</p> <p>NA</p>	
<p><b>Amount of bare ground in station.</b></p> <p>H Frequent 5 - 10% &gt;10 %</p> <p>M Occasional 1 - 5 %</p> <p>L Insignificant &lt; 1%</p> <p>Estimate actual percentage = %</p>		<p><b>Uprooting of dwarf-shrub seedlings in recently burnt patches.</b></p> <p>H Conspicuous.</p> <p>M Not conspicuous, but possible to find with limited searching.</p> <p>L Little or none.</p> <p>NA</p>	
<p><b>Dwarf-shrub stem breakage as a result of trampling by large herbivores (check for hoof prints).</b></p> <p>H Conspicuous. &gt; 50m from supplementary feeding locations.</p> <p>M Common in immediate vicinity of supplementary feeding locations or other locations where animals become unusually concentrated even when average stock densities are low.</p> <p>L Inconspicuous, except &lt; 50m from</p>		<p><b>Depth of carpet of mosses and liverworts or "bushy" <i>Cladonia</i> lichens, under and between the dwarf-shrubs.</b></p> <p>H } Thin &lt;5cm deep, and patchy.</p> <p>M }</p> <p>L Thick and luxuriant &gt; 10cm deep, extensive.</p> <p>NA</p>	

NA	supplementary feeding locations.	
H M L	<p><b>Amount of trampled, bare ground.</b></p> <p>Frequent, especially in recently burnt patches.</p> <p>Little or none except for sporadic sheep scars.</p>	<p><b>Assessors overall evaluation of the current condition of vegetation in station based on evaluating the above indicators (selected category in bold).</b></p> <p>U* U M/U M M/S S S*</p>

**STATION ASSESSMENT CARD 2c – Dune (incl. Foredune/Ammophila and fixed dune)**Tick as appropriate **H** = Heavy, **M** = Moderate, **L** = Light, **NA**= Not applicable

Applicant Name. Plot No. Station No. Date

<p><b>Signs of grazing or browsing of <i>Ammophila</i>, <i>Carex arenaria</i>, <i>Elymus farctus</i>.</b></p> <p>H Any signs of grazing of <i>Ammophila</i> etc</p> <p>L No grazing of <i>Ammophila</i> etc</p> <p>NA</p>	<p><b>Presence of loose sand /broken surface due to disturbance by domestic animals.</b></p> <p>H Very obvious, easy to find</p> <p>M Some present but not throughout/widespread</p> <p>L Very limited, patchy, negligible</p> <p>NA</p>
<p><b>Amount of bare sand in station.</b></p> <p>H Frequent 5 - 10% &gt;10 %</p> <p>M Occasional 1 - 5 %</p> <p>L Insignificant &lt; 1%</p> <p>Estimate actual percentage = %</p>	<p><b>Presence of stock paths.</b></p> <p>H Very obvious and numerous</p> <p>M Tracks present but not widespread</p> <p>L Tracks absent or infrequent, not obvious</p> <p>NA</p>
<p><b>Amount of flowering heads (not including grasses and sedges).</b></p> <p>H Very limited, patchy, negligible</p> <p>M/L Very obvious, easy to find</p> <p>NA</p>	<p><b>Amount of domestic herbivore dung present.</b></p> <p>H Very conspicuous.</p> <p>M Not very conspicuous but easy to find.</p> <p>L Rare and difficult to find or absent. NB. Dung can be relatively abundant in resting areas, and areas which provide shelter, without these areas necessarily being heavily grazed</p>
<p><b>Amount of rabbit dung present.</b></p> <p>H Very obvious, easy to find</p> <p>M Some present but not throughout/widespread</p> <p>L Very limited, patchy, negligible</p> <p>NA</p>	<p><b>Assessors overall evaluation of the current condition of vegetation in station based on evaluating the above indicators (selected category in bold).</b></p> <p>U* U M/U M M/S S S*</p>

**STATION ASSESSMENT CARD – Limestone Pavement (>50%)**



**Appendix 1, Part 4 Glossary**

<b>Affidavit</b>	A sworn affidavit is required to demonstrate undisputed beneficial occupation of lands in cases where title documents are unavailable or do not accurately define the ownership of the lands in question. An affidavit is also used in cases where turbary rights are held by third parties. In all cases the affidavit must be witnessed by a practising Solicitor.
<b>ARCs (Activities Requiring Consent)</b>	A list of activities that require the consent of the NPWS or in certain cases the Department of Agriculture, Food & the Marine or Local Authorities. These have been published for a range of different habitats and for certain species. ARCs are available on the NPWS website ( <a href="http://www.npws.ie">www.npws.ie</a> ).
<b>Boundary Appeal Documents</b>	A letter from NPWS stating the outcome of an appeal against Natura 2000 site boundaries. If applicable it must be submitted with any application to join the Farm Plan Scheme. If the appeal was successful or partially successful this letter must be accompanied by a map produced by the NPWS showing the amended boundaries.
<b>BPS Amendment Form</b>	The BPS declaration must reflect the reality on the ground both in terms of areas declared and parcel use. This may require a BPS amendment to be submitted to the Department of Agriculture, Food & the Marine if the current BPS is inaccurate. A copy of this will be required by the NPWS.
<b>BPS declaration</b>	An annual declaration of lands farmed made by farmers to the Department of Agriculture, Food & the Marine. In the case of farmers, applications for new NPWS Farm Plan contracts or for second and subsequent payments must be accompanied by a copy of the current BPS declaration. Applications for new contracts also require copies of the previous year's BPS declaration. All parcels must be within 3% or 0.3 hectares whichever is smallest of the area declared on the current BPS declaration.
<b>Commonage Framework Plan</b>	A plan produced for the NPWS and the Department of Agriculture, Food & the Marine detailing the condition of a commonage or group of commonages. The plan also prescribes destocking and other measures required to allow the site to recover.
<b>Conservation Management Plan</b>	A plan produced by the NPWS describing planned future management of Natura 2000 sites. It also provides information on conservation objective, current land use and species or habitats of interest.
<b>Farm Maps</b>	Maps used to locate plots and features referred to in the NPWS Farm plan. ArcGIS is the preferred mapping platform.
<b>Invoice</b>	Invoice issued by planner claiming payment for services.

<b>Land Registry Folios</b>	Title Documents showing the records of title held by the Property Registration Authority (formerly Land Registry). These can be obtained through the Property Registration Authority website ( <a href="http://www.landregistry.ie">www.landregistry.ie</a> or <a href="http://www.landdirect.ie">www.landdirect.ie</a> ).
<b>Lease(s)</b>	Where payment is claimed on lands on the basis of a long term lease (> 5 years) a copy of the lease must be provided. The copy must be certified by the planner or by a practising solicitor and the original must be available for inspection if so requested by the NPWS. All leases must contain a start date, an end date, and the signatures of both lessor and lessee along with a map of the lands involved.
<b>NPWS Farm Plan Update</b>	An NPWS Farm Plan Update is a document used to make minor changes to the Farm Plan. This may be done to insert soil test results, to correct minor errors or to plan for remedial work after incidents of non-compliance.
<b>NPWSa</b>	NPWS Farm Plan Application Form. This is the Application form to join the Farm Plan Schemes. It must be completed and signed by the applicant. It should be forwarded to the NPWS Agri-Ecology Unit as part of the initial application.
<b>NPWSb (Farm Plan)</b>	The NPWS Farm Plan is the central document in the contract between the NPWS and the participant. It details the planned future management for the farm and the payments that the NPWS will make to the participant. The plan can be amended to reflect changes in farm enterprise or management guidelines.
<b>NPWSc</b>	Third Party Interaction Form. This form is used to account for land rented or leased for less than 5 years or the short term rental of grazing or animal housing. This form must be signed by the applicant/participant and the third party. It is also used in situations where animal wastes are exported on or off the farm, and where stock belonging to third parties are grazed on the holding. If this form is being used to describe short term rental of land/grazing/housing or the export of waste then it must be accompanied by a map showing the lands involved (spread lands/grazing land or housing as appropriate). If a farm enterprise is dependent on exporting animal wastes, an agreement must be in place throughout the planned period to accept this waste onto suitable spread lands.
<b>NPWScd</b>	Consent of Family Member Form. This form can be used where land belongs to a close family member, i.e. Grandparent, Parent, Aunt, Uncle, Spouse, Son or Daughter. This form can only be used in situations where the family member consents to all of their land (excepting dwelling houses) being farmed by the applicant. If the land owner retains any land for their own use or rents or leases land to a third party then a formal lease is required farmed by the applicant.
<b>NPWSe</b>	Application for second or subsequent payment. This form is submitted along with the NPWSg (Compliance Report) and a copy of the current BPS to claim payment for second and subsequent payments for a participant. It is prepared by the planner and signed by the participant.

<b>NPWSf</b>	Plan Amendment/Update Form. This form must be signed by the participant confirming that he is aware that the NPWS Farm Plan has been amended/updated. This form is sent out by the NPWS along with a plan amendment or update. It is not supplied by the planner. It must be signed by the participant confirming that he has received a copy of the plan amendment or update. The form should then be returned to NPWS. No further payments will issue to the participant until this form is received by the NPWS.
<b>NPWSg</b>	NPWSg (Compliance Report). This is used for annual certification of compliance with NPWS Farm Plan. This form is prepared by the planner at the anniversary date for each plan and is presented with a copy of the current BPS declaration, the NPWSe and soil test results where stipulated when claiming a second or subsequent payment. This will require a farm visit and field inspection.
<b>NPWSH</b>	NPWSH (Compliance Check Payment Claim Form). This form is used by planners who wish to batch their claims for payment for annual compliance certification.
<b>Screening Assessment</b>	The document showing the decision making process relating to AA screening, undertaken to insure relevant conservation concerns onsite or within the zone of influence of the plan are taken into account.
<b>Site Synopsis</b>	A document produced by the NPWS for each Natura 2000 site and NHAs. It describes the site in question and lists species or habitats of particular interest.
<b>Soil Tests</b>	Where soil test results are required, the results must be submitted to the NPWS. Soil Samples must be analysed by a Laboratory approved by the Department of Agriculture, Food & the Marine. The original laboratory report is required.
<b>Station Assessment Card</b>	A card used to assess vegetation condition at fixed monitoring stations. Station Assessment Cards are available in a number of formats depending on habitat type, (see Appendix 1, Part 3).
<b>Station Cards</b>	A card used to describe vegetation including species present at fixed monitoring stations. Station Cards are available in a number of formats depending on habitat type, (see Appendix 1 Part 3).
<b>Station Photographs</b>	A series of photographs (at least 4) taken by the planner at fixed monitoring stations. These are used to assist in plan assessment, compliance and monitoring.

**Appendix 2, Title Requirements for Target Lands Eligible for Payment****1.1.** Acceptable proof of Title includes the following.

**REGISTERED LAND** - an up-to-date certified copy of the Property Registration Authority of Ireland (PRAI) folio and File Plan, showing the applicant/s as owner/s on title or a certified copy of a stamped Deed of Transfer or Assent where transfer has taken place and registration has not been completed, together with the Property Registration Authority of Ireland (PRAI) Dealing Number and a map of the lands so transferred.

**COMMONAGE** - Lands belonging to more than one owner (excluding tenants in common or joint ownership) are considered as commonage. Shares in commonage must be owned by the applicant or a close relation in order to draw down a payment. If all the shares in a commonage are owned by the same owner then it shall no longer be considered as commonage. To be eligible to draw down payment it must be possible to define Grazing Rights in terms of area. Evidence regarding Grazing Rights such as folios, original grants by the Landlord of the time or by the Land Commission may be considered. The use of rates records held by local authorities may be an acceptable mechanism for converting grazing rights to an area basis.

**UNREGISTERED LAND** - an original or certified copy of stamped Deed/s of Conveyance, Assignment or Assent showing the applicant/s as owner/s and duly registered in the Registry of Deeds.

**LAND COMMISSION LAND** - a copy of the Purchase Agreement, Vesting Order, Partition Order or a Certificate from the Lands Division, Department of Agriculture and Food confirming the lands have been allotted to applicant/s or the relevant Grant of Probate including Deed of Assent.

**LEASED LAND** - an original or certified copy of the signed lease(s) is required in all cases where payment is sought on leased land. This lease must cover the full period of the plan and include maps, commencement and end dates. Leases must be signed by the landowner, the tenant and witnessed by an appropriate person. Copies of leases are to be certified by a practising solicitor or an NPWS approved planner.

**BENEFICIAL OCCUPATION** - Where the applicant has been in undisputed occupation and possession of lands and they are in receipt of the rents and profits for at least the previous 5 years, but they are not in a position to produce title, a sworn affidavit to that effect will be furnished in lieu of title documentation. This affidavit is to be witnessed by a practising Solicitor or Commissioner for Oaths. The affidavit **must** declare that the applicant has been in undisputed beneficial occupation of the lands for the past 5 years and has been in receipt of all rents or profits arising from these lands. Full details of the relationship between the applicant and the registered owner must be provided. If a folio exists for the land in question it should be referred to by number in the affidavit. The folio in question should accompany the affidavit.

**OTHER LANDS** - for other lands farmed during any period of the contract in short term leases, conacre or lettings, a copy of the completed form (NPWSc) will be supplied with the NPWS Farm plan.

**1.2.** An Applicant who is not the owner/leaseholder/beneficial occupier of land/premises involved shall only be admitted to the Scheme if she/he is a family member who is managing the land/premises. Such an application can only be made with the written permission of the landowner(s). Such permission (NPWsd) must include all of the lands owned by the landowner(s)

in question and must be submitted with the initial NPWS Farm Plan application. The land must be declared on the current BPS declaration in the NPWS Farm Plan applicant's name.

- 1.3.** In the case of farmers, the areas used in the Farm Plan will be based on the land parcel areas as shown in the most recent BPS declaration. If the land parcel boundaries are incorrect and do not reflect reality on the ground then a BPS amendment is required. Likewise the land tenure situation as described in the Farm Plan should match that shown on the most recent BPS declaration.
- 1.4.** If the folio map boundaries differ from the land parcel boundaries used in the current BPS declaration then the differences should be explained on the "Additional Notes" page in the NPWS Farm Plan. A BPS amendment may be required.
- 1.5.** The status of any lands without proper title should be explained on the "Additional Notes" page. Any such explanations should be supported by whatever documentation is required to demonstrate the applicant's entitlement to these lands. This could include affidavits regarding beneficial occupation, copies of wills, Grants of Probate, Deeds of Transfer etc.
- 1.6.** If no entitlement can be demonstrated but the applicant is managing the lands then they should be included in the plan but no payment should be sought. The situation should be explained on the "Additional Notes" page.
- 1.7.** If the folio includes lands or premises that are not managed by the applicant the situation should be explained by the planner on the "Additional Notes" page. This could include land rented/leased to third parties or lands swapped, sold or abandoned where the changes in ownership were never registered.
- 1.8.** Lands which have not been declared on BPS are not eligible for payment until year 3. The BPS should be amended at the start of the plan.
- 1.9.** Planners are invited to discuss unusual land tenure situations with the NPWS Agri-Ecology Unit prior to submitting an application. Obtaining a common position on how such situations should be approached, prior to submitting an application will be of value to the applicant, the planner and the NPWS.

## **Appendix 3, Part 1      Payments to Participants**

### **1      Structure of Payments**

The payment structure in NPWS Farm Plans can be split into 3 groups. These are;

- a) Payment at a flat rate,
- b) Payment for costs incurred or income foregone,
- c) Results-based (payment based on associated scoring systems e.g. 0-5 or 0-10, with higher scores for higher environmental quality deriving higher payments). Where this is to be applied, it shall be fully explained in the plan or to the plan participant.

When a plan of type **a** or **b** is approved, the normal situation is that 30% of the annual payment is made. The remaining 70% along with a 30% advance on the following year's payment shall be made at the end of the year. This second payment is subject to compliance being certified by the planner and an application for payment being made. NPWS will aim to make second and subsequent payments within 10 weeks of receiving the NPWSe, Compliance Check Form (NPWSg) and other associated paperwork in the application for payment - see *Protocol 4 Applications for Second and Subsequent Payments*. The final payment at the end of year 5 shall be for the 70% outstanding at that time.

**Note:**                      **In certain plans and plan types an initial payment of up to 50% may be made at the discretion of the NPWS.**

In the case of plans of type **c**, the scoring regime will be identified in the plan.

### **2      Payment for Cost incurred or Income Foregone**

The cost of compliance will be calculated by the planner subject to the following.

- Labour will be paid at standard rates based on standard costings provided by the Department of Agriculture, Food & the Marine or Teagasc.
- Losses due to lower production or loss of a crop will be paid at the rate calculated by Teagasc and/or chartered agricultural consultants. If no comparable price data is available the rate of payment will be negotiated with the Agri-Ecology Unit Inspector Grade II on an annual basis.
- Issues that fall within the remit of Good Agricultural and Environmental Condition and SMRs other than those for habitats and species will not be paid for.

An example of this could be where a crop e.g. fodder beet is grown specifically as feed for Greenland White-fronted Geese (*Anser albifrons*) or Whooper Swans (*Cygnus Cygnus*). Due to crop rotation requirements, the area involved may change from year to year. This would obviously change the amount of any payment due. Planners who wish to make such a proposal **must** discuss the matter with the NPWS Agri-Ecology Unit before submitting a plan. Adequate safeguards would have to be put in place to ensure that such payments continue to be warranted. These could include additional auditing, liaison with local NPWS staff and declaration of the crop type on the lands involved on the annual BPS declaration.

**Note:**                      **The cost of materials and services must be backed up by invoices when payment is being claimed where this is specified in the Farm Plan. The requirement for an invoice does not include the participant's own labour or of casual labour assisting them in completing a planned task.**

### **3 Payments on Non-Target Land**

In certain limited circumstances the NPWS may agree to make payments on non-target land. This will only occur in situations where NPWS deem that appropriate management of the non-target land is required to protect a designated site or a target species present on the farm. Payment can only be made on where real costs are being imposed on an applicant by virtue of essential changes in management that result from the plan.

### **4 Changes in Rate of Payment as a Result of Management - Post Approval**

Situations may arise where the plan proposes measures which will change the rate of payment during the course of the plan. An example of this would be grazed callows being converted to hay meadow. If this arises the planners should discuss the matter with the NPWS Agri-Ecology Unit prior to submitting the application. The payment calculation table should be based on the payment rate for the first year of the plan with a note stating how and when this rate will change inserted below the table.

### **5 Once-off Payments**

There is a facility within the NPWS Farm Plan Scheme to make once-off payments to participants in addition to an annual payment. NPWS also retain the capacity to pay landowners or land managers or contractors, not involved in long term plans to undertake particular capital works. These payments may be justified in cases where once-off tasks are essential to achieving the objectives of a plan or specific biodiversity objectives. These could include removal of redundant fencing, provision of water troughs, eradication of difficult invasive species e.g. Japanese Knotweed (*Fallopia japonica*), large scale scrub control on eskers, blocking or unblocking of drains, removal of pioneering conifers, etc. The planner is advised to consult with the Wildlife Inspector Grade II before including a claim for once-off payments onto an NPWS Farm Plan.

Certain capital works are excluded from consideration for once-off payments. Payment for the erection of new fencing shall be at the discretion of the NPWS. Once-off payments will generally only be made in arrears. They will be made subject to confirmation by the planner that the required works were carried out. Receipts or approved calculations for capital works shall be used to determine the amount of payments. Landowners can invoice the NPWS for works undertaken as agreed with NPWS Agri-Ecology Unit. Estimates of capital works costs should be provided at the planning stage, prior to approval.

### **6 Other Payments**

Other payments will be made to certain participants for the purpose of field trials or training;

- **Field trials.** The NPWS may select certain farms for trials of proposed pro-active management techniques. If this occurs the participants will be paid an extra annual payment up to **€3,000**.
- **Demonstration Plans.** The NPWS may select certain plans for demonstration or training purposes. If this occurs then the participants will be paid **€125 per day** (for days when training actually occurs on the farm) up to a maximum of **€2,000 per year**. To receive this payment the farm must be available at reasonable notice for NPWS use in the running of training courses.
- The NPWS may require participants to attend a **training course**. In such circumstances a payment of **€75 will be paid per day** to cover a participant's expenses.

### **7 Method of Payment**

Payments are made by Electronic Funds Transfer (i.e. payment directly into a bank account) to the participant or their nominee (written request).

## **8 Errors in Payments.**

In the event that a participant claims that they have not been paid, the NPWS administration section will determine if a payment was issued. .

If a participant claims to have been paid an incorrect amount then they should submit a written request to have the matter investigated to the Wildlife Inspector Grade II in the Agri-Ecology Unit.

## **9 Overpayments**

In cases where a participant has been overpaid, irrespective of the reason for such an overpayment the NPWS will seek the repayment of the monies involved. The NPWS will write to the participant involved informing them of the situation. In the absence of an agreed repayment schedule the monies will be recovered by a deduction of up to 100% in the remaining years of the Farm Plan Contract. If this is inadequate to recover the amounts involved then the applicant will be asked to pay the balance. The participant will be barred from future Farm Plan Contracts until the sums involved are recovered in full. In certain situations interest may be charged on the amounts outstanding. The NPWS reserve the right to take whatever actions it sees fit to recover the outstanding sum.

## **10 Second and Subsequent Payments**

See *Protocol 4* Applications for second and subsequent payments.

## **11 Tax Clearance Certificate**

The NPWS reserve the right to request a tax clearance certificate from any participant before payment issues.

## **12 Review of Payment Levels**

The NPWS reserve the right to vary, where occasion so demands, the amount of financial aid wherever specified in the Scheme subject at all times to the provisions of any relevant legislation.

- All rates of payment to participants are subject to ongoing review and can be changed at any time by the NPWS.
- The NPWS Agri-Ecology Unit will notify participants and planners of any changes to payment rates that affect approved participants.
- The NPWS Agri-Ecology Unit will notify planners of any changes to payment rates for new participants.

**Appendix 3, Part 2      Payments to Planners - New Plans and Plan Amendments****1.1      Production of new plans**

Except in the case of existing planning arrangements in place prior to this Terms & Conditions document, NPWS will select planners on the basis of Requests for Tenders, choosing the Most Economically Advantageous Tender for particular plans or work packages. For the production of NPWS Farm plans, planners will be paid at a rate agreed in advance and as specified in the relevant contract.

**1.2      Amendments to plans**

Planners will be paid for amending a Farm Plan will be paid at a set rate of €350 per plan. The requirement for an amendment must be approved in advance by the Inspector Grade II in the NPWS Agri-Ecology Unit.

**1.3      Soil analysis**

Planners will be paid for the actual cost of soil analysis where required and agreed with NPWS. The rate will be determined annually by the NPWS based on the rates charged by approved soil testing laboratories and considering the cost of postage and packing. No payment will be made for labour costs associated with soil sampling (these are covered by the initial planning fee). Where more detailed soil sampling is required, e.g. for Molybdenum or organic matter a higher rate will apply. Application for this rate requires the submission of a copy of the invoice from the laboratory.

**2      Other Payment related Issues**

- Payments to planners will be made in accordance with the specifications and payment schedules of their individual contracts.
- Payments to planners are made on the basis that the planner is in possession of a current tax clearance certificate. The NPWS is entitled to request the Tax Clearance Certificate before issuing a payment. The tax clearance certificate will be returned to the planner by the NPWS when the planners file has been updated.
- All invoices for new or amended plans should accompany the plans concerned - *see Appendix 1 Documentation and Guidelines on Plan Preparation.*
- Any overpayments to planners as a result of an error of the NPWS will have to be refunded. In the event of this occurring the NPWS will liaise with the planners concerned to arrange a repayment schedule.

**Appendix 3, Part 3      Payments to Planners for Certifying Compliance.****1      Rates of payment**

The NPWS have delegated the task of certifying compliance to planners (apart from where NPWS have designed the plans 'in-house'. This will involve an annual farm visit and field certification of completed tasks and plan compliance. This work will be paid for at a rate agreed in advance of planning, as incorporated into the contract.

**2      Invoicing Procedures**

- 2.1** All invoices should detail which farms were inspected and the rate at which payment is claimed.
- 2.2** Planners can invoice for each plan inspection if they wish. Planners with a large number of plans can batch them together if this is more convenient. If plan inspections are batched then the planner should enclose NPWS (Compliance Check Payment Claim) Form - *see Appendix 1 Documentation and Guidelines on Plan Preparation* in addition to the invoice.
- 2.3** If planners are submitting a claim for a batch of inspections then the period covered by these inspections should be detailed on both the invoice and the NPWS Compliance Check Payment Claim Form (if included) e.g. processing of NPWSe forms in the period Sept 1<sup>st</sup>–Dec 31<sup>st</sup> 2017.
- 2.4** Invoices and NPWS Compliance Check Payment Claim Form (if applicable) should be sent to;

**NPWS Agri-Ecology Unit  
90. King Street North,  
Dublin 7  
D07 N7CV**

***Appendix 4, Part 1 (Draft Appropriate Assessment template)***

Standard templates for undertaking the Appropriate Assessment screening

**NPWS FARM PLAN SCHEME**

**Appropriate Assessment Determination Pursuant to Article 6(3) of the Habitats Directive and Regulation 42 of the European Communities (Birds and Natural Habitats) Regulations 2011.**

**SCHEME APPLICANT:****SECTION 1 - OVERVIEW****1.1. Scheme Applicant**

LANDOWNER

**1.2. Persons Involved**

PLANNER

AGRI-ECOLOGY UNIT

OTHER NPWS SCIENTIFIC  
UNIT STAFFNPWS  
ECOLOGICAL  
ASSESSMENT**1.3. Type Of Farm Plan Scheme**

TYPE (AS CATEGORISED BY NPWS AGRI-ECOLOGY UNIT)

PRIMARY TARGET(S)

**1.4. Designated Sites Of Relevance**

DESIGNATED SITE NAME

SITE CODE

DISTANCE FROM DESIGNATE  
SITE (KM) (0.0KM IF WITHIN)**1.5 Relevant Conservation Objectives***QI/SCI**QI CODE**CONSERVATION OBJECTIVE***SECTION 2 - PROPOSAL****2.1 Draft Farm Plan /Maps and Photographs**

See initial draft attached.

**2.2 Change in Practice /Land-use***INCREASE  
AREA**INCREASE  
INTENSITY**DECREASE  
AREA**DECREASE  
INTENSITY**CHANGE  
IN TYPE**PERIODIC  
CONTROLS**OTHER*

GRAZING

CROPS

EARLY AND

COVER

**2.3 Prescribed Works***INTRODUCE**TAKE OUT**AUGMENT*

HEDGEROWS\*\*

FENCING\*\*

SCRUB

COVER CROP

DRAINAGE\*\*

ALIEN INVASIVE SPECIES

FIELD MARGINS  
 WET FEATURES  
 PREDATOR CONTROL  
 OTHER

\*\* CONSENT OF ANOTHER AUTHORITY, SUCH AS A PLANNING AUTHORITY OR DAFM, MAY BE REQUIRED IN CERTAIN CIRCUMSTANCES. SEE REGULATION 27(1) ETC.

**2.4 Details of Prescribed Works** *(include herein or attach draft NPWS Farm Plan Scheme "Prescribed Works" form and cross-reference to Activities Requiring Consent and/or Natura Impact Statement, as appropriate.*

Plot Number	Prescribed Works	Complete By	Estimated Cost
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## 2.5 ARCS OF RELEVANCE

ARC NUMBER	ARC NAME
10	Construction, removal or alteration of fences, stone walls, hedgerows, banks or any field boundary other than temporary electric fencing.

## SECTION 3 – EUROPEAN SITE(S)

### 3.1. EUROPEAN SITE(S) THAT MAY BE OR ARE LIKELY TO BE AFFECTED BY THE PROPOSAL.

SAC /SPA	Site Number	Site Name	Conservation Objective-Date of Publication	Conservation Objective-Document Version
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### 3.2. SUMMARY OF CURRENT CONSERVATION CONDITION OF RELEVANT SITE(S), HABITATS AND SPECIES AS REFERENCED IN SECTION 3.1 (IN A LOCAL AND NATIONAL CONTEXT). INCLUDE WHERE KNOWN, TRENDS IN STATUS, POPULATIONS ETC. (WITH REFERENCES TO SOURCES).

**3.3. DESCRIBE IN BRIEF HOW THE IMPACTS ARISING FROM THE PROPOSAL MAY OR WILL AFFECT THE SPECIES AND HABITATS THAT ARE QUALIFYING INTERESTS FOR THE SITE, ITS CONSERVATION OBJECTIVES AND SITE INTEGRITY.**

**Impact (see Section 2.4 Prescribed**

**Works for relevant plots numbers)**

***Possible Effects on the Conservation Objective***  
**(include conclusion re effect)**

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**3.4. ARE THERE EFFECTS ARISING FROM OTHER PROJECTS AND ACTIVITIES THAT MAY, IN COMBINATION WITH THIS PROPOSAL, AFFECT THE SITE IN QUESTION? PROVIDE DETAIL**

**Project**

**Impact**

**Effects**

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**3.5. WILL THE ABOVE AFFECT SITE INTEGRITY? CONSIDER THE FOLLOWING INDICATORS (AFTER BOX 10, EUROPEAN COMMISSION, 2001).**

Conservation objectives: does the project or plan have the potential to:	Yes/No
Cause delays in progress towards achieving the conservation objectives of the site?	
Interrupt progress towards achieving the conservation objectives of the site?	
Disrupt those factors that help to maintain the favourable conditions of the site?	
Interfere with the balance, distribution and density of key species that are the indicators of the favourable condition of the site?	
Other objectives: does the project or plan have the potential to:	Yes/No
Cause changes to the vital defining aspects (e.g. nutrient balance) that determine how the site functions as a habitat or ecosystem?	
Change the dynamics of the relationships (between, for example, soil and water or plants and animals) that define the structure and/or function of the site?	
Interfere with predicted or expected natural changes to the site (such as water dynamics or chemical composition)?	
Reduce the area of key habitats?	
Reduce the population of key species?	
Change the balance between key species?	
Reduce diversity of the site?	
Result in disturbance that could affect population size or density or the balance between key species?	
Result in fragmentation?	
Result in loss or reduction of key features (e.g. tree cover, tidal exposure, annual flooding, etc.)?	
Others?	

**3.6. INSERT DETAILS ON THE PROPOSED AND NECESSARY MITIGATION TO AMELIORATE ALL IDENTIFIED EFFECTS**

Effect Arising	Mitigation	Implementation	Timing	Monitoring
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**SECTION 4 – NON-QUALIFYING INTEREST, BUT HABITATS AND SPECIES OF CONSERVATION INTEREST****4.1. IRISH SITE(S) THAT MAY BE OR ARE LIKELY TO BE AFFECTED BY THE PROPOSAL**

NHA / pNHA / Nature Reserve / Wildfowl Sanctuary etc.	Site Number	Site Name	Proposal benign or beneficial to site	Proposal potential Negative impact on site
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**4.2. ANNEXED HABITATS THAT MAY BE OR ARE LIKELY TO BE AFFECTED BY THE PROPOSAL**

Annex number	Habitat Code	Habitat Name	Proposal benign or beneficial to habitat	Proposal has potential negative impact on site
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**4.3. ANNEXED SPECIES THAT MAY BE OR ARE LIKELY TO BE AFFECTED BY THE PROPOSAL**

Annex	Species Code	Species Name	Proposal benign or beneficial to species (pre-mitigation)	Mitigation against potential negative impact on listed species	Residual Effect (after mitigation)
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**4.4. FLORA (PROTECTION) ORDER SPECIES RECORDED ONSITE**

Annex number	Species Code	Species Name	Proposal benign or beneficial to species	Proposal has potential negative impact on species
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**4.5. OTHER SPECIES OF CONSERVATION CONCERN RECORDED ONSITE (E.G. BOCCI, RED DATA SPECIES)**

Scientific Name	Common Name	Proposal benign or beneficial to species	Proposal has potential negative impact on species
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**4.6. COGNISANCE OF ALL-IRELAND POLLINATOR ACTION PLAN (NOTE IF ANY ACTIONS OF THE ALL-IRELAND POLLINATOR PLAN WILL BE CARRIED OUT OR INFRINGED UPON)****SECTION 6 – DETERMINATION**

Recommended by:

Approved by:

**SECTION 7 – LIST OF RELATED DOCUMENTS CONTAINING FULL PROJECT DESCRIPTION, THE BEST SCIENTIFIC KNOWLEDGE AND OBJECTIVE INFORMATION ON WHICH THIS DETERMINATION IS BASED**

*those with \* are mandatory records that must inform an appropriate assessment*

<b>Ref No.</b> <b>(as applicable)</b>	<b>Document Type</b>	<b>Author</b>	<b>Filed at:</b>
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Application for consent\*

Screening Decision\*

Natura Impact Statement  
N.B. if one is required, it must be retained.

*Other scientific or objective information submitted by the applicant, including*

- *maps,*
- *photographs,*
- *literature review*
- *survey methodology*
- *and results,*
- *analysis and*
- *associated results*

*Other scientific or objective information including Department's own*

- *data*
- *information*
- *publications*
- *any further scientific and undertaken*

AA Checklist/review document and Determination Record of Subsequent Consent/Refusal\*

**APPENDIX 4: PART 1, ANNEX I: GUIDANCE ON ARTICLE 6 OF THE HABITATS DIRECTIVE AND RELATED MATTERS**

- Department of Environment, Heritage and Local Government. 2009. Appropriate assessment of plans and projects in Ireland: Guidance for planning authorities. Available on [www.npws.ie](http://www.npws.ie).

All European Commission guidance and publications available at:

[http://ec.europa.eu/environment/nature/natura2000/management/guidance\\_en.htm](http://ec.europa.eu/environment/nature/natura2000/management/guidance_en.htm).

- European Commission, 2000. [Managing Natura 2000 sites: The provisions of Article 6 of the 'Habitats' Directive 92/43/EEC](#).
- European Commission, 2001. Methodological guidance on the provisions of Article 6 (3) and (4) of the Habitats Directive 92/43/EEC.
- European Commission, 2012. [Inland waterway transport and Natura 2000](#) - sustainable inland waterway development and management in the context of the EU Birds and Habitats Directives.
- European Commission, 2012. [Guidance on Aquaculture and Natura 2000](#) - Sustainable aquaculture activities in the context of the Natura 2000 Network.
- European Commission, 2007/2012. [Guidance document on Article 6\(4\) of the Habitats Directive 92/43/EEC](#).
- European Commission, 2011. [The implementation of the Birds and Habitats Directives in estuaries and coastal zones](#).
- European Commission, 2011. [Wind energy developments and Natura 2000](#).
- European Commission, 2013. EC Study on evaluating and improving permitting procedures related to Natura 2000 requirements under Article 6.3 of the Habitats Directive 92/43/EEC.
- European Commission, 2014. Guidance Document: Farming for Natura 2000.
- European Commission, 2012. Draft Guidelines on Climate Change and Natura 2000: Dealing with the impact of climate change on the management of the Natura 2000 Network.

**APPENDIX 4: PART 1, ANNEX II: EXAMPLES OF JURISPRUDENCE RELEVANT TO ARTICLE 6 (3)  
APPROPRIATE ASSESSMENT**

**European Court of Justice:**

- European Court of Justice Ruling C-241/08 concerning the term “*not directly connected with or necessary for the management of the site*”.
- Sweetman v An Bord Pleanála (Case C-259/11) (2013)

**Mitigation 6(3) or Compensation 6(4)**

- Briels (2014) Case C-521/12

**Ireland:**

Procedural Obligations

Kelly v An Bord Pleanála (Judicial Review, Ireland, 2014)

**Appendix 4, Part 2**      ***(Prescribed Works Form)***

<b>Plot Number</b>	<b>Prescribed Works</b>	<b>Complete By</b>	<b>Estimated Cost</b>
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**Appendix 5**

**Declaration**

I/we have included all the required documentation as listed in Appendix 1 Part 1 (Documentation and Guidelines on Plan Preparation and Management).

I/we certify that the NPWS Farm Plan set out herein \_\_\_\_\_ (insert Plan Reference Number, PRN) conforms in all respects to the Terms and Conditions (2020) of the National Parks & Wildlife Service Farm Plan Scheme, and any subsequent amendments to same.

**Name of First Planner (BLOCK CAPITALS):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Name of Second Planner (BLOCK CAPITALS):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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