



# **Corncrake/Traonach LIFE RBPS**

## **Terms & Conditions**

**Prepared by Department of  
Agriculture, Food and The Marine  
and the Corncrake/Traonach LIFE  
Project**

**September 2021**





## Preface

Corncrake/Traonach LIFE Project is five-year environmental project (2020-2024) led by the Department of Housing, Local Government and Heritage. It's primary aim is to improve the conservation status of the Corncrake (*Crex crex*) through the enhancement of the Special Protection Areas for the species along with the wider hinterland of these areas. The project works with land managers and local communities to conserve and improve the quality of corncrake habitats, and the ecosystem services they provide including clean water, carbon storage and wider biodiversity.

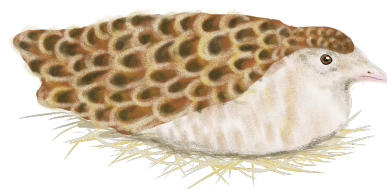
Corncrake/Traonach LIFE is a broad spectrum multi-faceted project that aims to assist in delivering favourable conservation status for corncrakes across nine Natura 2000 network sites. Along with its four associated beneficiaries, the Department of Housing, Local Government and Heritage are responsible for delivering the project actions in a five-year period. These actions span sectors including farming, tourism, community development and scientific. This Terms and Conditions document sets out the detail under which the project's results-based payment scheme (RBPS) will be run, however, the project team will monitor its progress and do have the flexibility to adapt and innovate as challenges arise.

It is hoped that this project will inform the formulation of future agri-environmental schemes in these areas. As such it presents an opportunity for farmers to be involved in developing policy that could provide long term environmental and economic benefits to their communities into the future.

## Project beneficiaries

Department of Agriculture; Food and the Marine; Fota Wildlife Park;  
Galway/Mayo Institute of Technology; Údarás na Gaeltachta

The Corncrake/Traonach LIFE Project is funded by the European Commission LIFE funding programme.



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



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



GMIT  
INSTITIÚID TEICNEOLAÍOCHTA NA GALLARHIE-MAIGH EÓ  
GALWAY/MAYO INSTITUTE OF TECHNOLOGY



*This project has received funding from the European Union's LIFE programme under Grant Agreement No. LIFE18 NAT/IE/000090 LIFE Atlantic Crex*

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# 1. Introduction

This document sets out the Terms and Conditions of the Corncrake/Traonach LIFE Results-based Payment Scheme. Further information on the administration and operation of the Project is available on the project website ([www.corncrakelife.ie](http://www.corncrakelife.ie)). All project related documents and forms are available to download from the website or can be requested directly by contacting the Project Team at [corncrakeLIFE@housing.gov.ie](mailto:corncrakeLIFE@housing.gov.ie)

Corncrake/Traonach LIFE aims to improve the conservation status of the Corncrake in Ireland through the enhancement of the Special Protection Areas for the species along with the wider hinterland of these areas. The project will build on the successes of existing conservation efforts for the corncrake, to work with farmers, local communities and other stakeholders to create, restore and maintain habitat for corncrakes at a landscape level while working towards building resilience within rural communities in the light of our biodiversity and climate crises.

Central to the project is a pilot Results-Based Payment Scheme (RBPS) which will reward participating land managers for environmental services directly related to the conservation of the Corncrake (*Crex crex*) but additionally for the added provision of ecosystem services related to -biodiversity, water quality and carbon storage and sequestration - by linking payments to the habitat quality. This rewards land managers for providing public services on their land whilst ensuring the flexibility to utilize land for activities such as farming.

Participant payments relate to ecological quality of corncrake habitats within target areas and the timing of agricultural operations to mitigate threats to corncrake survival. The higher the quality of these habitats, the higher the payment the land manager receives. The quality of the target area of the land holding in its entirety will also influence the final payment bonus. This approach has the effect of creating a market for environmental services, and provides an opportunity and incentive for farmers in particular to manage their farm to deliver better quality habitats. This approach differs from traditional agri-environment schemes (e.g. GLAS) where a flat-rate payment is made independent of environmental quality.

The Corncrake/Traonach LIFE RBPS will run until 2024 but may be extended and/or integrated into existing programmes depending on the outcome of the CAP Strategic Plan, which is due to commence in January 2023. The pilot project will be launched across the projects 8 target catchments in 2021. It will be run by the project team who will support farmers, other land managers and their advisors.

This project has received funding from the European Union's LIFE project under Grant Agreement No. LIFE18 NAT/IE/000090









## 2. Definitions

**Approved Advisor** shall mean a person who is Farm Advisory Service (FAS) approved and who has attended and completed all the relevant Corncrake/Traonach LIFE Project training.

**Agreement** shall refer to this document.

**ANC** shall refer to Areas of Natural Constraint

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

**Commonage** shall mean lands farmed in common. They are included in the Department of Agriculture, Food and the Marines commonage container.

**Commonage Farm Plan (CFP)** shall mean a GLAS management plan prepared by an advisor for each commonage less than or equal to 10 hectares.

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

**Contract and Contract Duration** shall mean the contract between the participant and Corncrake/Traonach LIFE Project. It shall run from the date of receipt by the project of a signed contract until December 31st of the same year. Contracts shall be yearly and can run concurrently until 2024 with a view to a year's extension if the project is prolonged.

**Corncrake Grant Scheme** shall mean the annual grant scheme employed by the NPWS for landowners eligible for application through the proximity of the land holding to an active corncrake territory

**Corncrake/Traonach LIFE Project** also referred to as 'the Project' or 'Corncrake LIFE' shall mean the measure approved by the European Commission.

**Corncrake/Traonach LIFE Target Area** shall refer to the area of lands that have been

identified as part of the project agreement in one of the eight catchment areas.

**Corncrake/Traonach LIFE Team or Project Team** shall mean the personnel of The Corncrake/Traonach LIFE Ltd, that administer the Project namely: the Project Manager, Project Administrator, Corncrake Filed officers and the Community Engagement Officers

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

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

**Early and Late cover (ELC)** shall refer to Early and Late Cover plot areas specifically managed for corncrakes as part of the project

**Farm** shall mean economic management unit, including all the management units in the state under the control of the Farmer.

**Farm Plan** (also called 'Corncrake Farm Plan') shall mean a map based document prepared by the Project Team and/or the participants adviser.

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

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

**GLAS** shall mean the Green, Low-Carbon, Agri-Environment Scheme approved by the European Commission as a measure in Ireland's Rural Development Project 2014-2020.

**GLAS Commonage Management Plans** shall mean the Commonage Plan, as drawn up by a trained agricultural advisor, is central to ensuring that the desired

outputs are delivered by GLAS in terms of commonage lands. The plan should set out defined stocking levels and activities for participant farmer(s). The plan must be based on a comprehensive site assessment, complemented by other pertinent data such as livestock numbers and types of habitat.

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

**Lease** shall mean any term of rental agreement on lands occurring within the Corncrake LIFE target areas

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

**Management Unit(s)** shall mean a plot or group of contiguous plots that are managed as a single unit under the Corncrake/ Traonach LIFE Project, often delineated by a physical boundary.

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

**NHA** shall mean Natural Heritage Area.

**Participant** shall mean the land manager that is participating in the Corncrake/ Traonach LIFE project

**Plot** shall mean an area of land defined by

the project team for the purposes of scoring an individual habitat area.

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

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

**REAP** shall mean The Results Based Environment Agri Pilot Programme (REAP) is an agri-environment pilot project administered by DAFM.

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

**Scorecard** shall mean a system developed by the Corncrake/Traonach LIFE Project Team and the Department of Agriculture, Food and the Marine for assessing habitat quality in different habitats.

**SPA** shall mean Special Protection Area.

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

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



### 3. Corncrake/Traonach LIFE Project

The primary focus of Corncrake/Traonach LIFE is on eight catchment areas across Donegal, Mayo and Galway. For inclusion in the RBPS project, participants are prioritised based on the proportion of their land area within target zones, existence and experience of other agri-environment projects, locations of active corncrake territories, and geographical spread.

This element of the Corncrake/Traonach LIFE agri-environment pilot and long-term roll out is a project that is results-based as measured through field assessment. It will be delivered by the project team. The Project will be overseen by a Steering Group with representatives from the Department of Agriculture, Food and the Marine, GMIT, Fota Wildlife Park, the National Parks and Wildlife Service, Údarás na Gaeltachta and representatives from local and national bodies with interest in conservation and local community development.

The delivery of the Project is supported at the farm level by two types of payments:

- **Actions payments** – for the provision of actions which will benefit corncrakes
- **Habitat Quality Payment** – for the provision of high quality corncrake habitats

These payments may be increased based on the outcome of a whole-target area assessment (bonus).

**Supporting Actions Payments are also available to participants** for measures completed by the participant and aimed at improving habitat quality, particularly for the establishment of early and late cover habitats and re-establishment of traditional framing practices.

Payments under the Project are made annually in arrears and based on the verification of committed actions and habitat quality delivered by 15th September each year, i.e. the latest date for scoring habitats and capturing the completion of actions. Payments for supporting actions will be made on a quarterly basis following declaration of completion of works by the farmer. The Project is part of a package that supports farmers in the Corncrake/Traonach LIFE operational area catchments along with payments relating to the Basic Payments Scheme (BPS), Areas of Natural Constraint (ANC), and GLAS/REAP schemes. It is independent of GLAS/REAP and all payments through the Project are separate from (and in addition to) GLAS/REAP. Double payment with other schemes will be avoided as outlined in [Section 14](#).

### 4. Eligibility Criteria and Project Requirements

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

- 18 years of age or over on the date an expression of interest is received by the Project Team.
- An active herd owner, i.e. submit a valid annual application under the Basic Payment Scheme, including the declaration of all lands farmed.
- Farming at least one parcel containing qualifying lands within or partially within a CORNCRAKE/TRAONACH LIFE Catchment (see [Appendix I](#) for national map of operational areas, detailed maps can be requested from the Project Team or viewed on the project website ([Corncrake LIFE.ie](http://CorncrakeLIFE.ie)).

To participate in the Project it is also necessary to:



- Agree to abide by the Terms and Conditions as outlined in this document for the duration of the contract.
- Engage the services of an Approved Advisor<sup>1</sup> to carry out scoring of habitats each year and submit an annual works plan (**see Section 9** for advisor requirements).
- Attend knowledge exchange during the project.
- Maintain records of the delivery of agreed commitments undertaken in the farm plan or annual works plan.
- Facilitate access to lands by the Project Team and other contractors working as part of the overall project

## 5. Land Eligibility for the Corncrake/Traonach LIFE Project

All suitable land within the target operational areas can be considered for payment<sup>2</sup> with the exceptions of buildings (and their curtilage), extensive water, farmyards, quarries, and commercial forest. Commonage lands are excluded from payments in the project.

Lands must have been declared on the applicant's current BPS application to be considered for the Project<sup>3</sup>. The Project Team will make use of BPS data provided by DAFM to determine that lands on which payment is claimed are being farmed by the applicant in the current year of the project. Participants will provide up-to-date information on their most recent BPS application.

As required under existing legislation, the participant shall adhere to the provisions of their Basic Payment Scheme, Area of Natural Constraint, and other provisions as required by the Department of Agriculture, Food and the Marine, including maintenance of land in Good Agricultural and Environmental Condition (GAEC), compliance with Statutory Management Requirements (SMRs) which includes compliance with Activities Requiring Consents (ARCs), and ensure that the cross compliance standards are fully met. Lands which are found to be in breach of the aforementioned conditions may not be eligible for payment in the LIFE project.

## 6. Application Procedure

Entry to the Project will be on a phased basis over the first two years by which time the Project budget is likely to be fully assigned. The initial round of recruitment will take place during 2021. The second round of recruitment is likely to commence in 2022. Farmers that wish to apply to participate in the Project must initially complete and submit the single page Expression of Interest form (*Appendix II, Form LACF1 CORNCRAKE/TRAONACH LIFE*). The submission of this form authorises the Project Team to access the applicants BPS data and to prepare a Farm Plan. It also gives consent to the Project Team to enter onto lands to carry out pre-approval verifications. In the case of joint herd numbers, partnerships or companies, all persons attached to the herd number must sign all forms pertaining to the project.

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<sup>1</sup> List of Approved Corncrake/Traonach LIFE Project Advisors will be maintained on the project website (Corncrake/Traonach LIFE ) following initial training of advisors from the FAS directory, as per the project definitions in this document.

<sup>2</sup> Although land may be eligible for the Project, it must be of sufficient quality to attract a payment.

<sup>3</sup> RBPS land eligibility may not be a factor in determining qualifying land for the Corncrake/Traonach LIFE Project.

Following a review of the application, successful applicants will be issued with a contract offer (*Appendix II, Form LACF2 CORNCRAKE/TRAONACH LIFE*) and a CORNCRAKE/TRAONACH LIFE Farm Plan. This contract offer must be signed by the applicant and returned to CORNCRAKE/TRAONACH LIFE Project Team within 1 month of the date on the offer. At this time the successful applicant must also submit a completed bank details form (*Appendix II, Form LACF3 CORNCRAKE/TRAONACH LIFE*) and a nomination of farm advisor form (*Appendix II, Form LACF4 CORNCRAKE/TRAONACH LIFE*). All unsuccessful applicants will be notified at the end of the recruitment window.

## 7. Selection Criteria

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

### 7.1 Private Lands

For each CORNCRAKE/TRAONACH LIFE Operational Area, applicants will be ranked by the Project Team according to the criteria outlined below, regarding the characteristics of their lands.

The site selection at farm-level is determined by using a three-tier process of criteria to assist in ranking and selecting the most suitable sites to be afforded acceptance into the scheme. The three tiers are list below:

**1. Private Land parcels proposed are within target areas, with categorisation as follows:**

- a) Fully within target areas
- b) Partially within target areas

**2. Lands proposed contribute to a well distributed geographic spread across the CORNCRAKE/TRAONACH LIFE areas.**

- a) Lands not currently involved in agri-environment schemes will be the main focus.
- b) Compatibly with other schemes or projects will be considered if an overlap of operational areas occurs.

**3. Verified presence of Corncrakes within the past 5 years before application**

Following this, applicants will then be individually ranked within these categories according to the three tier selection criteria. This means that, within each category the highest rank will be assigned to the applicant with the highest proportion of target habitat in relation to land area. As a general rule private farms less than 2ha in extent will be considered at the lowest priority level for entry to the Project, unless they are located within a critical site as determined by the Project Team.

## 7.2 Commonage

Commonage areas are not suitable for consideration in the CORNCRAKE/TRAONACH LIFE project for habitat management. Individual plots are best suited to the project owing to the capacity of individual farmers to undertake actions determined by their own plans.

## 8. Corncrake/Traonach LIFE Farm Plans

On entry to the Project, the Project Team along with the nominated advisor will prepare a Corncrake/Traonach LIFE Project Farm Plan. Individual farmers will select actions which they will undertake in the target plots as identified by the project team and return this to the project. The plan consists of a brief document which provides summary details of the farm, a list of individual CORNCRAKE/TRAONACH LIFE plots, and an associated map. An overall objective for the plan is included in the Farm Plan. At the end of each year, a payment sheet will be issued which will summarise the results that give rise to the payment on each individual plot. This sheet will also include specific management recommendations relevant to each plot for the farmer to consider in order to improve the result (that will improve conditions for the target areas under the project area) and associated payment. If a farmer wishes to undertake supporting actions to increase their score, the Farm Plan will be supplemented by an Annual Works Plan to identify the locations and details of those supporting actions on the farm plan mapping.

### 8.1 Annual Work Plan

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

*The farm plan will include the following information:*

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

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

Where an annual work plan is proposed a pre-planning meeting should be held with the project team.

## 9. Project Advisors

On accepting a contract offer all participating farmers must nominate an approved advisor. As a general rule private farms less than 2ha in extent will be considered at the lowest priority level for entry to the Project, unless they are located within a critical site as determined by the Project Team. A list of CORNCRAKE/TRAONACH LIFE approved advisors will be drafted for the Project. Only Farm Advisory Service (FAS) approved advisors who have successfully completed CORNCRAKE/TRAONACH LIFE advisor training will be included on the list. CORNCRAKE/TRAONACH LIFE advisor training will be delivered by the Project Team and will include plan



submission, practical training in scoring habitat plots, carrying out assessments, preparing annual works plans, and submission of data to the Project Team. Approved advisors will be required to attend an annual refresher course during the duration of the Project.

Participating farmers nominate their chosen advisor by submitting a completed advisor nomination form to the Project Team (*see Appendix II, LACF4 CORNCRAKE/TRAONACH LIFE*). This must be done prior to the advisor assessing their farm in their first summer participating in the Project. All advisory costs are borne by the project and the cost of advisory support has been incorporated into the Project payments. The Project Team is not responsible for the actions of advisors.

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

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

On approval to work on the Project, advisors will be required to abide to a CORNCRAKE/TRAONACH LIFE Advisors Code of Conduct. Advisors who consistently fail to attend training (by missing two or more refresher courses), who are found to have knowingly falsified payment claims or other information, or who fail to co-operate with the Project Team, or are found to be in breach of the Advisors Code of Conduct may have their approval to work on the Project revoked.

## 10. Participant Training

All participants are required to attend one annual knowledge exchange event during the Project. Where the farmer is unable to attend, then they need to nominate in writing a named representative to attend on their behalf. A representative can only be used in exceptional circumstances and cannot be another participating farmer. Nonattendance at knowledge exchange may lead to a reduction on all payments in that year. The Project Team intend to hold a series of additional voluntary workshops for participants throughout the Project duration.

## 11. The Corncrake/Traonach LIFE Project Contract

The CORNCRAKE/TRAONACH LIFE project and as such all aspects of the Project are subject to change in response to participant feedback and Project monitoring.

**Parties to the Contract.** The Corncrake/Traonach LIFE Project Contract is between The Corncrake/Traonach LIFE project and the participating farmer.

**Contract Offer.** The Project Team will review and select applicants during the recruitment windows. Successful applicants will be offered a Project contract. This must be signed by the applicant and returned to the Project Team within one month of the offer being made.

**Lapse of Contract Offer.** If the official signed Project contract offer is not received by the Corncrake/Traonach LIFE Project within 1 month of being issued, the offer will lapse. The

applicant is free to apply again but a further contract offer cannot be assured.

**Contract Duration.** As per the definition in Section 2 of this document, the Contract shall run from the date that a signed contract is received by the Project Team, provided full adherence to these Terms and Conditions, until December 31st of each year, unless the Corncrake/Traonach LIFE Project Team and both parties are agreed on any proposed extension to this period during the operational period of the project. Contracts are annual and can be rolled over for existing participants. Should a participant decide not to roll over a contract, they may not be eligible in preceding years.

**Transfer of Contract.** The contract is not transferable, except in cases where the entire farm area relevant to the Project is transferred to a new owner. In these cases, the new owner may opt to continue with the contract. Should part of the holding be transferred to another party, the transferee has no automatic right to participate in the Project and an application to do so must be made to the Project Team for approval.

**Adding Land to Contract.** Where an existing participant buys or leases additional land within a CORNCRAKE/TRAONACH LIFE Catchment during the term of the contract, then the lands will be included in the Project and added to the farm plan. The land details will be cross checked against the participant's most recent BPS application.

**Removing Lands from Contract.** All farm land within CORNCRAKE/TRAONACH LIFE Catchments under the control of the participant are included in the Project. Any reduction in land should be notified to the Project Team and subsequently be removed from the farm plan. In certain scenarios, where significant works have been actioned and subsequently undone during the project lifecycle, the areas in question may be subject to clawback of payments made for the originally paid for actions.

**Leased Land.** Farm land leased by participants that occur within CORNCRAKE/TRAONACH LIFE Catchments will be included in the Project and treated the same as privately owned farm land.

**Lands not declared for direct payments.** Land owned by participants that occur within CORNCRAKE/TRAONACH LIFE Catchments will be included in the Project and treated the same as privately owned farm land.

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

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

**Abandoned Contracts.** If the participant has not submitted a claim for payment on delivering supporting actions or an Annual Works Plan by October 31st each year, the contract may be deemed as abandoned. An abandoned contract may be terminated after one month's notice in writing to the participant and to their advisor.

## 12. Farmer Payments

Farmer payments will be made directly to the farmer's bank account by the Project Team. The regulations that govern the operation of the Corncrake/Traonach LIFE Project do not permit direct area based payments in the same manner as more traditional agri-environmental

schemes.

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

- **Actions Payments** - for undertaking actions which provide for corncrake habitat.
- **Habitat Quality Payment** - for the provision of high quality natural habitats.
- **Supporting Actions payments** - for the provision of actions which will benefit corncrakes.

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

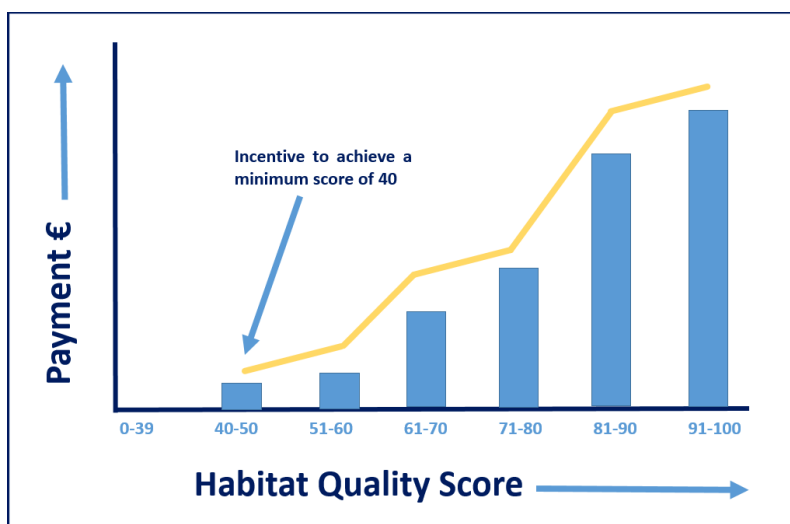
The results-based (habitat quality) payments are calculated based on the quality of habitats as defined by a score achieved at the plot level and the degree of action taken within each plot. These payments are then subject to an adjustment based on the outcome of a whole-farm assessment and the potential risks to the wider environment. On critical sites, the Project Team may develop a customised scoring system based on the characteristics and value of the habitats.

## 12.1 Habitat Quality Payment

Corncrake/Traonach LIFE Project payments are made to farmers based on habitat quality at the plot level. Habitat quality relates to specific environmental goals relating to corncrakes which reflect habitat condition, landscape value/ richness of biodiversity, soil health and condition.

The quality of farm habitats in each CORNCRAKE/TRAONACH LIFE Catchment (grassland in particular) influences the quality of area for corncrakes. Habitat quality will be assessed using a scorecard for each plot. Higher scores reflect higher quality, and higher payments.

The scoring system is quality-based on a scale of 0 to 100. Where a plot scores 0 to 39, this will not receive a payment, regardless of area. The payment scale (*Figure 1*) increases in varying steps from a score of 40 to the maximum payment rate for a score of 100. All plots can progressively increase their environmental score and associated payment over the lifetime of the farm-plan. The top payment of 100 will only be achieved where the habitat is considered to be in optimal condition and therefore deserving of highest payment for delivering habitat for corncrakes.





## 12.2 Actions Payments

Actions payments are flat rate payments applied to each eligible target plot and are largely dependent on the timing and nature of activity within the plot. Actions payments will be paid in year one and two of the project irrespective of habitat quality assessments, but after year two payments may only apply to habitats that achieve a habitat score of  $\geq 40$  (subject to review). Where mowing occurs, Wildlife Friendly mowing (WFM) is a conditional action in all target plots. Failure to comply with WFM will lead to plot level payment reductions and a possible whole farm payment adjustment or expulsion from the project.

### 12.2.1 Action 1: closing date of plots will determine the first flat rate of payment.

A closing date is defined as the date when stock are removed from the plot. If the landowner does not own stock, the action does not apply (Table 1). However any grazing agreements the landowner maintains will be subject to this action. If stock are present after April 1st, the plot is considered active and no early season payment applies even if stock are subsequently removed. If the plot is grazed after April 15th the plot will only qualify for action 2 payments where it scores  $\geq 40$  on its habitat assessment. Ceasing agricultural operations, including grazing, will allow corncrake to use the grassland for breeding without disturbance. Any plots where agricultural operations that occur after May 15th will not qualify for a late season (Action 2) payment. Fertilizer and/or lime applications must be made prior to May 15th. Note that more intensively managed grass fields are unlikely to score habitat payments but may still qualify for Action payments. Early stock removal is likely to significantly contribute towards increased habitat scoring.

Action 1 payment rates	
Stock removal (before this date)	€ per ha
Jan 1st	100
Feb 1st	75
March 1st	50
April 1st	25
Plot grazed after April 1st	0
Plot grazed after April 15th	Does not qualify for Action 2*
Agricultural operations after May 15th	Does not qualify for Action 2

\*a habitat payment can be made where a plot scores  $\geq 40$

Table 1: Payment rates for early season actions

### 12.2.2 Action 2: late season grazing or cutting dates will determine the second flat rate of payment

Corncrakes are a doubled-brooded ground nesting species which means they have a clutch of chicks in early June and again in late July. The loss of the second brood of chicks is one of the major limiting factors for corncrake populations. Plots which are managed after August 15th are more likely to provide suitable habitat for corncrakes and are thus rewarded with significantly higher payment rates. Mowing refers to Wildlife Friendly

Mowing (WFM) also known as Corncrake Friendly Mowing. Participants must select a date from the Action 2 list per target plot. Plots within SPAs will receive a higher rate of payment to incentive the delivery of the Natura 2000 site conservation objectives relating to corncrakes.

Action 2 payments are conditional on the active management of lands. Where lands are not grazed or mown, payments may be curtailed or adjusted. Lands which are left unmanaged due to prescriptions by the project team and the participant's advisor will be eligible for payment. This must be captured in the participant's farm plan and agreed with the project team and advisor.

Action 2 payment rates				
Mowing & grazing commencement dates:	€ per ha			
	Grazing	Grazing (SPA)	Mowing	Mowing (SPA)
before July 15th	0	0	50	50
July 15th	50	50	75	75
Aug 1st	75	75	125	125
Aug 15th	125	150	175	225
Sept 1st	150	175	225	275
Sept 15th	175	200	250	300

Table 2: Payment rates for late season actions

The results-based habitat payment rates are also linked to late season actions - see habitat payment below (Table 4). In years one and two of the project, action 2 payments will be made on plots where the action is carried out irrespective of habitat score. From year 3 of any plan, only plots that pass the habitat assessment score ( $\geq 40$ ) will qualify for an action 2 payment (subject to review). Action 2 payments are only paid where the action has occurred i.e. where grazing or mowing does not occur then the payment will not apply unless pre-approved with the project team. LPIS plots which are sub-divided for different management types or actions must be identified on maps.

The monitoring of action dates will be carried out by the project team, associated beneficiaries and/or agents working on behalf of the project team.

Note: WFM on islands which can only be accessed by boat is paid at an additional rate of €75 per ha for mowing after August 15th. All mowing is subject to monitoring by the project team or contractors working on their behalf.

### 12.2.3 Adjustment of mowing dates in an active corncrake territory

In the event of a calling male corncrake establishing a territory within 250m of an SPA designated plot which is part of the LIFE project, the project participant will be eligible for an increased payment on such eligible plots which may have been selected for pre-August 15th mowing operations. The participant will be required to select a later mow date at the new increased flat rate for that action but retaining the habitat payment of the original plan. For example; if a participant within an SPA selected August 1st as a mowing date and is notified of an active corncrake territory, the participant will be required by the project to move their cutting date **to at least August 15th**. The participant will be paid the actions payment associated with August 15th but will maintain the August 1st habitat rate. The project can only

offer adjustments to mowing dates in the SPA network to later than August 15th. For plots within 250m of a corncrake territory, where a statutory instrument does not apply, the same eligibility to delay mowing dates will be offered with the same conditions. It is not mandatory for a participant with an eligible plot outside an SPA to select a delayed date as no statutory instrument applies. Plots which are adjusted to later mowing dates and score  $\geq 61$  on habitat assessment will qualify as eligible for the bonus.

Should a project participant within the SPA wish to mow a plot earlier than August 15th and they are subject to a notification letter regarding an active corncrake territory, they are entitled to seek a derogation through the relevant Departmental mechanisms. Where a participant receives a compensatory award from the relevant Department, any relevant plots will not be eligible for payment by the project. The project is not the statutory or regulatory authority and cannot give permission to its participants for early mowing (pre August 15th) in circumstances where the statutory instrument applies. Cases will be dealt with on an individual basis.

Mowing or grazing earlier than a date agreed within the farm plan is not permitted. Where later dates are requested, plan adjustments must be discussed and approved with the project team. New action 2 dates may apply, but habitat payment rates remain at the original target date.

Should a project participant wish to graze lands instead of mowing them owing to operational reasons, the participant must inform both their planner and the project team to make such an amendment. An amendment can only be sanctioned by the project team. In the case of an amendment, the lowest payment rate applies for a switch in management type.

### 12.3 Refuge areas (mowed plots only)

When meadows are cut, the retention of uncut refuge areas provides invaluable cover for corncrakes and other wildlife. Refuge areas should be a minimum of 0.05 hectares in area which equates to a 2m strip 250m long or a 5m strip 100m long ([Table 3](#)). Alternatively, an area at the end of a plot or a headland of sufficient size can be maintained so long as it spans the length or width of one side of the plot. A refuge area must be left unmown or ungrazed/unmown for a period of two weeks post-cutting and should be clearly delineated for verification. A managed early and late cover plot cannot be considered a contribution to a refuge area as this is paid for separately. The maximum amount payable for refuge areas in any one holding is €500.

Refuge area payment rates	
Mowing & grazing commencement dates:	€/plot
before July 15th	150
July 15th	125
Aug 1st	125
Aug 15th	100
Sept 1st	100
Sept 15th	75

Table 3: Payment rates for refuge areas



## 12.4 Habitat quality assessments (Results-based)

Each target plot will be assessed using the corncrake grassland habitat scorecard which awards points for the vegetation species composition and structure as well as specific features which may benefit corncrakes (Table 4). The project reserves the right to adjust habitat payment rates through the course of the project including an increase in threshold for payment qualification. Habitat assessments will take place between July 1st and August 1st although compliance checks will occur on plots throughout the year. Where action 2 activities occur on or before July 15th, assessments must be carried out in the period July 1st to July 15th to capture habitat condition. Habitat condition scores must not be carried out in advance of July 1st. Participants will be notified directly or through their advisers where a breach of agreements has been identified and a whole farm adjustment applied at the end of the season (please refer to the terms and conditions).

No habitat payment rate is available to a plot which has been mown prior to July 15th though plots should still be scored for records. Plots grazed before July 15th may still support corncrakes if the structure and function of the habitat remains intact. This is normally achieved by a stocking density of <0.5 LUs per ha and a reduced habitat payment rate is available if the habitat scores  $\geq 40$ . Habitat payment rates are linked to action 2 dates (Table 4). Corncrake habitat quality is a combination of both the ecological integrity of the grassland and the time allocated to the birds to complete their life cycle. For example, a high quality meadow which is cut on July 15th will only likely contribute towards the support of the early brood of corncrakes so a lower habitat payment is available. The optimum cutting or grazing date is after September 1st. Eligible area shall only include corncrake habitat as characterised by grasslands (wet, dry, coastal) and shall not include fixed dunes, marsh, peatlands or exposed rock. Where an ELC is established within a grassland plot, the area of the ELC will be deducted to avoid double-payments.

Habitat quality payment rates						
Habitat score range	Pre-July 15 (grazing only)	ACTION 2 DATE (€ per ha)				
		July 15	Aug 1	Aug 15	Sept 1	Sept 15
91-100	80	100	175	275	325	350
81-90	70	90	150	250	300	325
71-80	50	80	100	200	250	275
61-70	45	60	85	175	225	250
51-60	35	50	65	125	175	200
40-50	30	45	50	100	150	175
0-39	0	0	0	0	0	0

Table 4: Habitat payment rate based on score and date of action 2. Actions pre-August 15th (Orange) are paid at a lower rate as they do not have the same positive impact on corncrake. Green dates have a positive impact, and blue date has the most positive impact.

## 12.5 Target area bonus

The entire target area of the farm plan will be subject to an assessment which adjusts the participant's final payment based on the combined contribution of their actions and the quality of their habitat within their target area. Bonus payments are not made to participants who fail to meet the basic conditionality of ELC creation and Wildlife Friendly mowing on all

mowed plots. The bonus payment is made based on the maximum contiguous area of the holding which fulfils the following criteria:

- Action 2 measures taken place on or after August 15th
- A habitat score of  $\geq 61$

### Target area bonus rates:

Final payment bonus % rate:	PROPORTION OF THE TARGET AREA ELIGIBLE FOR BONUS:			
	0-10%	11-20%	21-30%	>30%
	0%	5%	10%	20%

Table 6: Bonus payment applied to final farm payment based on proportion of eligible area

The maximum contiguous area is defined as plots which are directly connected or connected through the provision of permanent corncrake habitat such as ELC plots.

Plots are not considered directly connected if intersected by a public road; this does not include farm roads which are internal routes within farm holdings.

The project reserves the right to reward a bonus based on contiguous areas at landscape level where adjoining holdings have eligible areas i.e. where neighbouring participants have eligible bonus areas. This will be assessed based on the project's needs and will still be based on the cumulative target area of individual participants. Such a bonus will only apply to participants where >10% of their target area is eligible.

## 12.6 Calculation of final payment

Payments are made based on the combined rates of payment due for selecting actions within each plots and total ELC payment. If refuge areas are selected as part of the plan these will be added to final payment calculation. Habitat quality is assessed using a specifically designed scorecard and each plot is awarded a score between 0 and 100. The habitat quality payment is then calculated by multiplying area of lands by the corresponding payment rate. If the participant has enough contiguous lands which qualify for the bonus payment this will be added to the final farm payment.

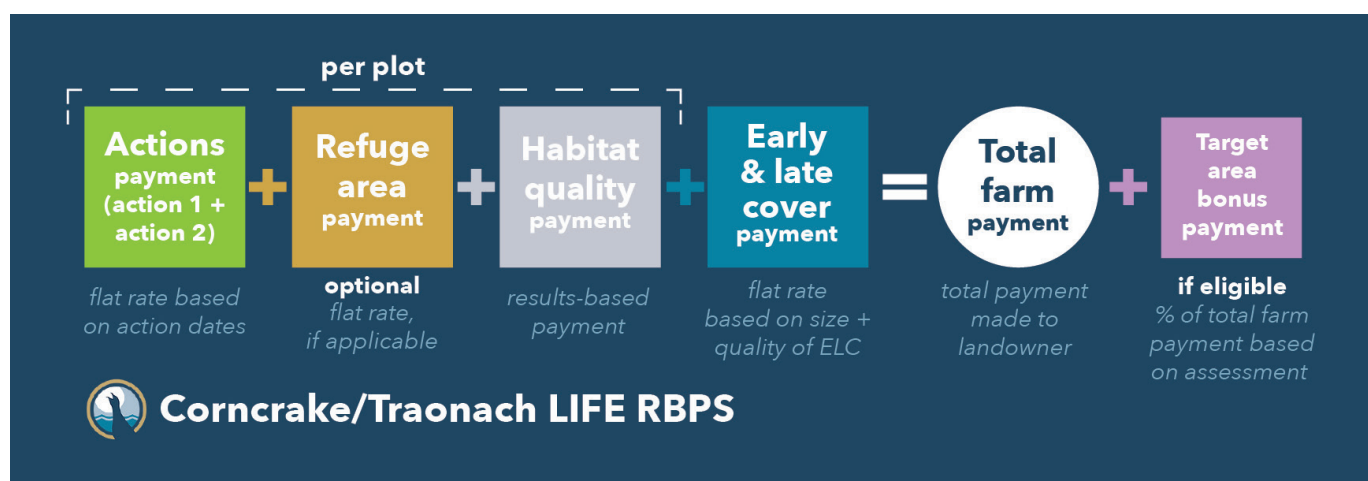


Figure 2: Calculation of final payments

## 12.7 Conditional actions

There are two conditional actions within the programme. Non-compliance with conditional actions will incur a direct loss of payments within the plot and a possible adjustment within the final farm payment. Breach of conditional actions may incur a forfeit for participation in the project. The two conditional actions are Wildlife Friendly Mowing (WFM) and Early and Late Cover (ELC) creation and maintenance, both of which are paid for by the project.

### 12.7.1 Wildlife friendly mowing (WFM)

Wildlife Friendly Mowing (WFM) (also referred to as Corncrake Friendly Mowing) is key to increasing the survival rate of Corncrakes during mowing activities. WFM consists of maintaining a low mowing speed (5-7km/hr) and mowing from the centre-out to push birds to the edges of the fields and into cover. Mowing the perimeter of the plot must be avoided, as Corncrakes are reluctant to break cover and cross open ground. There are 3 general ways to carry out Wildlife Friendly Mowing, depending on the size and shape of the field:

- Cutting a small area for turning at either end of the field, mowing down the centre of the field and then continuing to mow from the centre outwards (most frequently used technique)
- Cutting the field in strips from one side to the other (this is often done in narrow fields)
- Where there is a rocky knoll in the middle of a field, cutting the field in a typical manner from the outside in, leaving a sizeable refuge zone of tall vegetation around the knoll.

The cost of WFM is factored into action 2 payments. Island sites which can only be accessed by boat are eligible for an additional payment of €75 per ha for WFM that occurs after August 15th. Where WFM is not practiced, payments will not be made on the action with that plot. Failure to comply with conditional actions may lead to expulsion from the project. It is the role of the participant to ensure contractor compliance with WFM. Where the project team, or an agent acting on their behalf, has to intervene to ensure WFM is practiced, this may result in a final farm payment adjustment of up to 25%. The project team will work closely with contractors and participants to ensure compliance with WFM. **A minimum of 24 hours' notice must be given to the project team/local field officer when mowing is taking place to ensure monitoring is in place. Failure to communicate mowing activities may result in loss of payments on target plots.**

### 12.7.2 Early and late cover creation and maintenance

Early and Late Cover (ELC) is paid on existing cover areas that are clearly delineated, or areas created as part of the project. A separate guide to ELC creation and maintenance will be made available. For existing ELC areas, the plot must contain a majority proportion of suitable natural vegetation such as:

- Nettles
- Cow Parsley
- Common Hogweed
- Yellow Iris



- Meadowsweet

Newly established ELC areas will be afforded a two year grace period but where ELC has clearly not been managed according to the project subscriptions, payment adjustments may apply including non-payment. Evidence of management and ELC creation will be sought for verification purposes. Newly created ELC areas require inputs which are costed as part of the payment rate but further supports may be made available where the project identifies a need. ELC areas must be clearly delineated for assessment and excluded from livestock if the plot is grazed. Livestock exclusion in Natura 200 sites should be facilitated using temporary electric fencing as ELC area may require grazing/cutting as part of its management. A minimum area of 0.1ha (1/4 of an acre) of new ELC or high quality existing ELC must be created across the target area of each participant. ELC plots must be a minimum of 0.05ha each (1/8th of an acre); plots smaller than this are ineligible for payment. ELC is paid per square meter to a maximum payment of €900. For participants with holdings less than 2.0ha, this may be reduced to 5% of the combined plot areas.

<b>Early &amp; late cover (ELC) payment rates (Years 1 &amp; 2 only)</b>	
<b>Area:</b>	<b>€/0.1ha</b>
First 1,000m <sup>2</sup>	300
Second 1,000m <sup>2</sup>	175
Third 1,000m <sup>2</sup>	125
Per 1,000m <sup>2</sup> thereafter	75*

\*subject to a maximum payment of €900 per farm

Table 5: Payment rates for Early and Late Cover plots

In certain circumstances, the creation of ELC may potentially impact the Qualifying Interests of a Natura 2000 site or the ecological integrity of an ecosystem e.g. coastal grasslands, sensitive water bodies. In these instances, the project team will work carefully to identify the location and/or requirement for ELC creation. ELC management should be undertaken with the input of the project team and the farm advisor. ELC areas require specific management to render them functional for corncrakes and specialist training will be provided.

## 12.8 Supporting actions payments

Supporting actions are voluntary measures that a farmer may choose to undertake with the aim of improving habitat quality specifically for corncrakes.

Where a farmer/landowner (or group of farmers/landowners) wishes to carry out supporting actions, additional funding is available on the basis of a needs assessment and must directly benefit the management of the site for corncrakes. The project team will consider funding other actions that are likely to help meet the project aims, subject to value for money and the necessary consents being in place. Priority will be given to actions that reflect traditional grassland management that benefits the restoration and maintenance of species rich grassland and/or ELC creation and maintenance.

Project team approval for supporting actions is required prior to works commencing.

Supporting actions are subject to terms & conditions. Payment for actions are made following declaration by the participant that the works have been delivered and evidence of the action being complete.

The Project Team will co-invest with the participant in the provision of infrastructure that enhances the farmer's capacity to deliver environmental benefits. Support for these actions ranges from 25-100% depending on their impact on the projects objectives.

### **12.8.1 Corncrake/Traonach LIFE Screening and Approval of Proposed Works**

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

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

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

### **12.8.2 Retention of Co-funded Infrastructure**

Co-funded infrastructure must be kept in place for the remainder of the contract unless prior written consent has been given by the Project Team for its removal.

### **12.8.3 Works on Commonage Land**

Payments cannot be made on commonage lands.

The list of supporting actions is likely to evolve over the term of the Project. In line with the locally adapted and innovative ethos of the Project, the Project Team will consider funding additional bespoke actions beyond those listed in the specifications document. Such proposals must be based on a comprehensive estimate of labour and materials costs and would need to demonstrate a high likelihood of positive environmental benefits specific to corncrake.

### 12.8.4 Supplementary Payments Year 1 and 2

A supplementary payment will be made to any participant in the Project in the first two years whose total annual results-based payment is less than €750. This payment will be a maximum of €250 and shall not allow a participant to exceed €750. For example, where the final farm payment is €400 the supplementary payment will be €250. Where the final farm payment is €600, the supplementary payment will be €150, etc. Note, from the third year of participating in the Project the supplement will not be available. The supplementary payment will not be available to participants who do not attend mandatory knowledge exchange events.

### 12.8.5 General Conditions

The farmer, supported by the advisor, may propose supporting actions to be submitted by the end of each year. Following approval by the project team, these actions form the annual work plan to be implemented by the farmer in the following year. Associated payment will be issued on satisfactory completion. In advance of works commencing they must be screened and approved by the Project Team.

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

The participant declares that the works have been completed at any time during the year but must be made by the end (December 31st) of the following year. Non-completed works may be withdrawn / held over and submitted in the following year's work plan.

## 13. Payment Claims

The participant and their advisor will jointly submit a claim for the payment each year on a date of their choosing prior to October 30th. An outline of the available payment will be provided by the project team to support the claim. Subsequent plans must be in place by November 30th for approval. The claim for payment is completed once the advisor has submitted all scorecards to the Project team.

### 13.1 Supporting Actions Payment Claim

To claim payment for supporting actions, participants must complete a Declaration of Completed Actions confirming all works completed by that date. False declarations may result in expulsion from the project or reduced payments. Supporting action payment claims may be submitted at any time of the year on completion of works. Farmers are encouraged to only make one claim per year. Failure to complete a task to an acceptable project standard may result in some or all of the payment for that task being delayed, withheld or if necessary recouped.

## 14. Corncrake/Traonach LIFE Project and Double Payments

It is envisaged that many of the Project participants will also be participating in existing agri-environmental schemes. To avoid the risk of double payments, when the participants are in GLAS, there is a reduction of the Corncrake/Traonach LIFE RBPS payment by 50% for the following GLAS measures:

- Low Input Permanent Pasture
- Traditional Hay Meadows

- Corncrake
- Breeding waders
- Twite

GLAS wild bird cover is not eligible for payment under the Corncrake/Traonach LIFE project.

For LIFE project participants who are participating in the REAP scheme, there is a reduction of the Corncrake/Traonach LIFE RBPS payment by 50% in REAP plots.

All GLAS/REAP plots must be identified on Corncrake/Traonach LIFE project farm plan maps and measures clearly outlined. Prior to any supporting actions being approved, the potential for double payment against GLAS/REAP measures (such as riparian margins) is assessed. Participants in existing Agri-environmental schemes should consider their participation in the LIFE project RBPS as additional to the scheme in which they are currently participating. Agreements and conditions relating to existing schemes must be prioritised by project participants. The project will not be responsible for breaches of terms and conditions of existing schemes.

Plots which are included in the Corncrake/Traonach LIFE project are ineligible for participation in the NPWS Corncrake Grant Scheme.

## 15. Nutrient Management, Pesticide Use, and Other Activities

The inappropriate application of **Lime** for agricultural purposes can pose a risk to some habitats and species. Participants are required to seek approval from the Project Team in advance of applying lime. The application of lime by participants will only be permitted where the results of soil sampling demonstrates suitability of soil to receive lime and the Project Team are satisfied that there is no risk of run-off to watercourses.

Due to the sensitivity of many target habitats and species under the CORNCRAKE/TRAONACH LIFE project to the presence of **pesticides** and in order to maintain species diverse habitats, pesticides are generally not permitted and may affect habitat scoring. Where present, rushes should be controlled mechanically and through appropriate stocking. Topping of rushes is not to be carried out during the corncrake breeding season or while management commitments are in place (May 1st to September 15th). It should be noted, where pesticide use has affected the flowering plants and herbs in a field, this will reduce plot score and result in a lower payment on that plot. Non-chemical control methods should be used as far as possible to control rushes.

The process of **grassland reseeding** within the catchments has the potential to negatively impact corncrake habitat. This activity is likely to result in a decreased payment to the farmer.

## 16. Verification of Scoring

The Project Team will make use of Basic Payment Scheme data provided by the Department of Agriculture, Food and The Marine to determine that lands on which payment is claimed are being farmed by the applicant in the current year. The Project Team aim to verify the scores of each participant in their first year of the project to ensure an accurate baseline level. Verification



checks, which will be undertaken on a proportion of participant farms during each year of the Project, do not constitute a complete detailed field audit.

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

**Notice.** The Project Team will attempt to notify the participant in advance of the field visits but not in advance of early season spot checks for actions compliance.

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

**Late seas actions.** Verification and monitoring of late season action dates will be carried out by the project team, associated beneficiaries and/or agents working on behalf of the project team.

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

## 17. Verification of Payment Claims

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

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

The payment process in respect of results-based payments will commence in October of each year. Payments for supporting actions will be processed quarterly.

To facilitate the issue of payments, the participant must inform the Project Team of their banking details and any changes to these throughout the contract. This can be done by completing the Bank Details Form (*Appendix II, form CORNCRAKE/TRAONACH LIFE LACF3*).

## 18. Payment Adjustments

Payment adjustments will apply in the Project in respect of:

**Attendance at Knowledge Exchange.** Non-attendance at knowledge exchange may result in a 10% reduction on all payments in that year. Where a participant, or their named representative, fails to attend any mandatory training in three or more years of the Project, the participant will be expelled from the Project and recoupment of all previous payments will be sought.

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

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

Where the participant and their advisor claim payment on actions that are not delivered or are only partially delivered, the payment will be based on the value of the completed actions, less the over claimed amount. This correction can be applied to any payment due to the participant. A final payment adjustment may also be applied of up to 25% for the non-adherence to conditional actions (ELC creation and/or Wildlife Friendly Mowing).

## 19. Termination of Contract

Contracts will be terminated where the Project Team find intentional and serious breaches of the Terms and Conditions of the project. Intentional and serious breaches can include, but are not limited to, any of the following; intentional damage to the habitats associated with the participatory farms, intentional damage to other protected habitats, drainage of wetlands, or disturbance to other protected habitats or species. In cases of fraudulent, serious or repeated over claims for payment, the Project Team can terminate the contract. Where the participant has not submitted a claim for payment by November 30th the Project Team may deem a contract as abandoned.

After one months' notice in writing to both the participant and their advisor, the Project Team may terminate an abandoned contract. If a participant, or their named representative, fails to attend the mandatory training in three or more years of the Project, the participant will be expelled from the Project and recoupment of all previous payments will be sought.

## 20. Clawbacks

Overpayments to a participant, irrespective of cause will be recovered from future payments. If an action is paid on and it subsequently becomes clear that the action was not delivered or where co-funded investments are not kept in place for the duration of the contract, the sums paid out will be deducted from future payments. In certain scenarios, where significant works have been actioned and subsequently undone during the project lifecycle, the areas in question may be subject to clawback of payments made for the originally paid for actions.

## 21. Project Audits

### 21.1 Departmental Audit

The Department or Commission will carry out additional audits and controls on the Project Team, which may include administrative and on-farm verifications. These are solely to provide checks of the Project Team, not the farmer.

### 21.2 Biodiversity Surveys

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

## 22. Rights of Entry

Participants also confirm the right of the Project Team, contractors working on their behalf and associated researchers to make such visits to their lands as are necessary for the administration and monitoring of the Project. The Project Team will attempt to give reasonable notice to participants before visits. Some visits will be on-going particularly in relation to research and predation risk management. This may entail frequent checks on equipment. The project will

develop close communication with landowners to limit disturbance.

## 23. Appeals

Participants have the right to appeal a decision made by the Project Team. The appeal procedure is a two stage process. Where the participant wishes to appeal a decision of the Project Team, the participant must request the Project Team to undertake a review of the decision within two months of the date that the participant was informed of the disputed decision. The first stage of the appeal is a re-examination of the issue by the Project Team. Following this, if the participant is not satisfied with the outcome of the review, they may choose to make a formal appeal to an Appeals Commissioner who will be appointed to consider formal appeals.

## 24. Force Majeure

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

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

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

## 25. Derogations

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

**Specifications.** Applications for a derogation from the specifications for a Supporting Action must be in writing and must accompany the Annual Works Plan requesting approval for that action.

## 26. Health and Safety Insurance

Works may, at the discretion of the Farmer, be carried out to maintain or improve the score of management unit(s) of land entered into the Project. If any or all of the work is being undertaken by a Farmer, then he/she should seek competent advice in relation to the safety of the actions and the personnel undertaking the actions on the Farmer's behalf. Certain construction dangers may be encountered in the course of completion of actions by farmers. Neither the Project, any member of the Project Team will be in any way liable for any damage, loss or injury to persons, animals or property in the event of any occurrence relating to the actions.

## 27. Corncrake/Traonach LIFE Project Team

The Corncrake/Traonach LIFE Team are responsible for the design, development, and overall administration of the Corncrake/Traonach LIFE Project.

The contact details for The Corncrake/Traonach LIFE Project administrative office are:

Corncrake/Traonach LIFE  
C/O NPWS offices,  
Ballinafad (via Boyle)  
Co. Sligo  
F52 K752

**E-mail:** [corncrakelife@housing.gov.ie](mailto:corncrakelife@housing.gov.ie)

**Tel:** 085 8784648

**Web:** [www.CorncrakeLIFE.ie](http://www.CorncrakeLIFE.ie)

## 28. Information and Data Protection

### 28.1.1 Processing by the Contractor

#### 28.1.1 Subject matter of processing

The processing of personal data pertaining to farmer participants and farm advisors in the RBPS administered by Corncrake/Traonach LIFE is the subject matter.

#### 28.1.2 Nature of processing

The nature of the data processing is in the management, administration and promotion of the Corncrake/Traonach LIFE RBPS. This includes geographical analysis, eligibility checking, double payment verification, plot scoring, recording and assessing supporting actions, and facilitating payment under the RBPS. The exchange of data with DAFM on individual farmer payments will be necessary to avoid the risk of double payments. The use of habitat data and habitat mapping by the project may be used to inform the future development of agri-environmental schemes post-project completion.

#### 28.1.3 Purpose of processing

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



#### **28.1.4 Duration of the processing**

The personal data itself is retained by Corncrake/Traonach LIFE as long as it is necessary for the purposes for which it was collected and processed. In line with legislative and business requirements, the data retention period in this instance is fourteen years.

### **28.2 Types of personal data**

The following personal data will be processed in respect of the Corncrake/Traonach LIFE RBPS under this contract:

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

### **28.3 Categories of data subject**

Corncrake/Traonach LIFE will process personal data pertaining to:

- Farmers participating in the Corncrake/Traonach LIFE RBPS; and
- Farm advisors collaborating with each farmer participant and with Corncrake/Traonach LIFE.

A Privacy Statement is available to view on the Corncrake/Traonach LIFE website and on request. Corncrake/Traonach LIFE reserves the right to use anonymised scientific data for recording, research, and training purposes. Corncrake/Traonach LIFE reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, research and training purposes and project publicity.

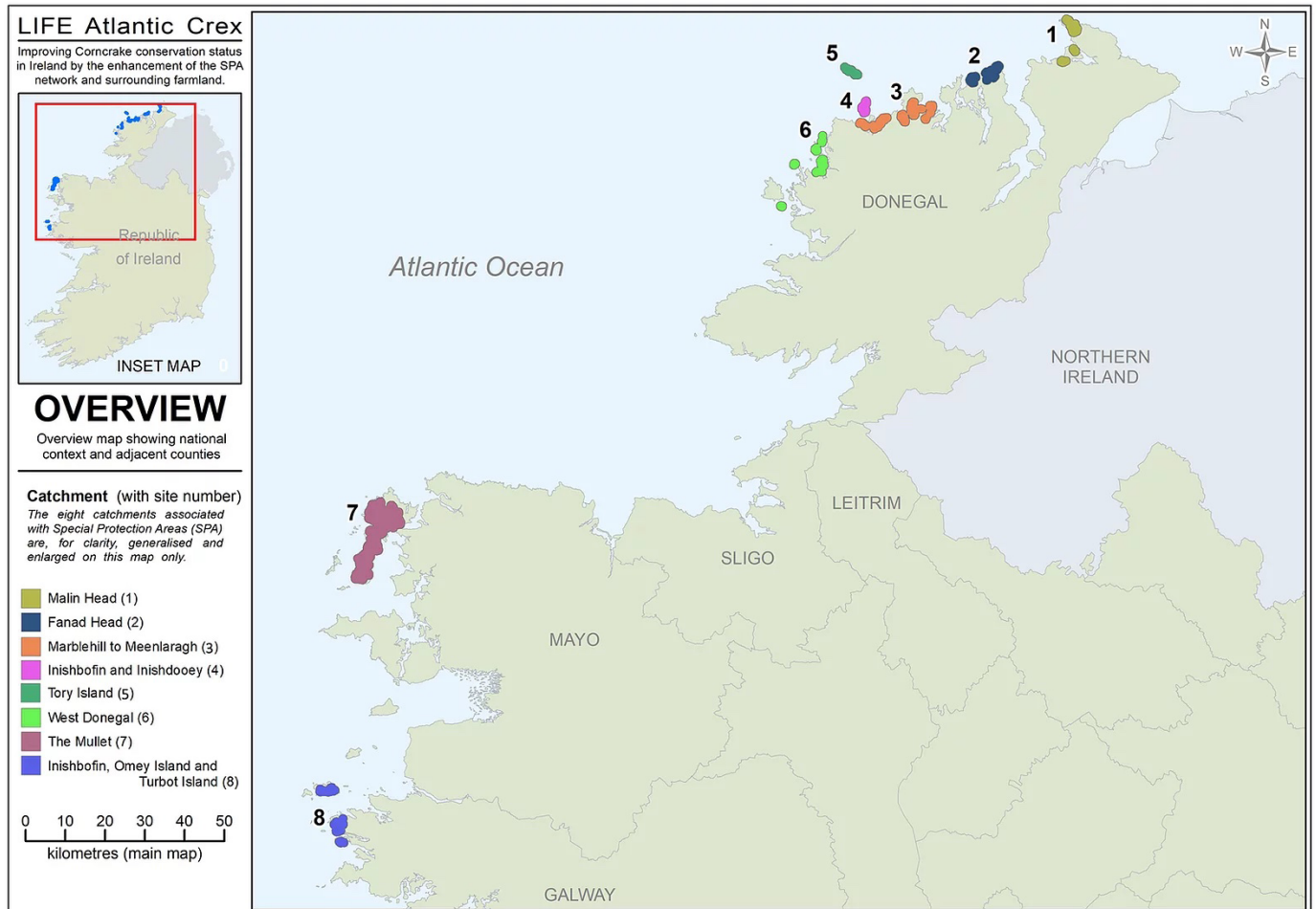
## **29. Further Conditions**

The Corncrake/Traonach LIFE may amend, expand upon, explain, and redefine the meaning of any aspect of the Terms or Conditions of the Project. Any such amendment will be published on the Corncrake/Traonach LIFE Website (CorncrakeLIFE.ie) and participants and advisors notified.

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

# Appendix I

## Location of the Corncrake/Traonach LIFE catchment areas



## Appendix II

### CORNCRAKE/TRAONACH LIFE LAC1 Expression of Interest Form



An Roinn Tithíochta,  
Rialáin Áiteál agus Oidhreacht  
Department of Housing,  
Local Government and Heritage



#### **LIFE18 NAT/IE/000090 LIFE Atlantic Crex**

#### **Improving Corncrake conservation status in Ireland by the enhancement of the SPA network and surrounding farmland**

To express your interest in participating in the pilot phase of the Corncrake LIFE project, please fill out your details below. Please return completed form by (date) and post to the Corncrake LIFE Project, C/O National Parks & Wildlife Service, Ballinafad, Co. Sligo F52 K752 or by email to: [corncrakelife@housing.gov.ie](mailto:corncrakelife@housing.gov.ie)

Please note that the pilot phase of the project is for developmental purposes.

- I wish to express my interest in joining the Corncrake/Traonach LIFERBPS programme (LIFE18 NAT/IE/000090 under the LIFE Regulation (EU) NO 1293/2013).
- I authorise the Corncrake/Traonach LIFE Project Team, under the remit of the Department of Housing, Local Government and Heritage (DHLGH) and associated beneficiary the Department of Agriculture, Food and the Marine (DAFM), to access my herd number, land parcel information and payment scheme participation from DAFM records in order to administer the Corncrake/Traonach LIFE RBPS programme.
- I authorise the Corncrake/Traonach LIFE Project and National Parks & Wildlife Service- Department of Housing, Local Government and Heritage to access my participation status in any of their Conservation Programmes or other Habitat Management Agreement Schemes.
- I understand that the data collected for this purpose will be held by the Corncrake/Traonach LIFE Project for as long as there is a business need to do so, in line with the purpose(s) for which it was collected. Privacy statement on the website provides more details
- The data provided for this purpose is being requested in order that an assessment of eligibility for participation in the Corncrake/Traonach LIFE Project can be made. If I chose not to provide this consent I understand that my application for the Corncrake/Traonach LIFE Project cannot proceed.
- I agree to the above terms and conditions and understand that there is no guarantee that a contract offer will be made in response to this expression of interest.
- I acknowledge that this form only declares my expression of interest to be listed as a potential project participant. Following the EOI process, a selection and prioritisation process will be applied.

**CORNCRAKE/TRAONACH LIFE LAC1 Expression of Interest Form** *(continued)*

Please use BLOCK CAPITALS when completing your details

<b>Name</b>	
<b>Address</b>	
<b>Phone number</b>	
<b>Email</b>	
<b>Herd number</b>	
<b>Adviser/Planner name</b>	
<b>Adviser Planner phone/email</b>	

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

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



## CORNCRAKE/TRAONACH LIFE LAC1 Expression of Interest Form *(continued)*

Please complete the following questionnaire:

**Do you currently farm lands within a Corncrake Special Protection area?**

Yes ☐ No ☐

**If yes- what proportion of your lands: \_\_\_\_\_%**

**Do you currently undertake Corncrake measures through GLAS?**

Yes ☐ No ☐

**If yes- how many hectares: \_\_\_\_\_**

**Have you previously been a recipient of the NPWS Corncrake Grant Scheme?**

Yes ☐ No ☐

**If yes- most recent year of receipt: \_\_\_\_\_**

**Have you had the Corncrake recorded on your lands within the last 5 years?**

Yes ☐ No ☐

**If yes- what was the most recent year: \_\_\_\_\_**

## Appendix III

### Form LACF2 CORNCRAKE/TRAONACH LIFE Contract Offer (SAMPLE)

Dept of Housing Local Government and

[www.corncrakelife.ie](http://www.corncrakelife.ie)[corncrakelife@housing.gov.ie](mailto:corncrakelife@housing.gov.ie)

Heritage, Ballinafad, Co Sligo F52 K752

### Corncrake/Traonach RBPS Contract

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

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

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

Your application to the Corncrake/Traonach LIFE RBPS programme has been successful. If you wish to partake in the Programme you must sign and return this contract to Corncrake/Traonach LIFE, Ballinafad, Via Boyle, Co Sligo in the enclosed stamped addressed envelope by \_\_\_\_\_. This contract is between you and Corncrake/Traonach LIFE and runs from the date this signed form is received by Corncrake/Traonach LIFE until December 31st 2024. An enclosed farm plan has been prepared for you which outlines the basic requirements for your participation in the Programme. You make alter this plan annually in consultation with your nominated advisor and the project team. You must also agree to abide by the Corncrake/Traonach LIFE, Terms and Conditions for the duration of the Programme.

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

I agree to:

- Attend annual training.
- Appoint a Corncrake/Traonach LIFE RBPS Programme approved advisor.
- Submit a payment claim by 31<sup>st</sup> October 2022.
- Authorise Corncrake/Traonach LIFE to enter my lands for monitoring and verification purposes.
- Authorise the Corncrake/Traonach LIFE to access Land Parcel data relating to my farm held by the Dept. of Agriculture, Food and the Marine.
- Comply with the requirements of the Corncrake/Traonach LIFE RBPS Programme as detailed in the Terms and Conditions

To the best of my knowledge, all details on the enclosed Corncrake/Traonach LIFE RBPS farm plan are correct and I agree to the management objectives of the farm plan.

Office Use Only

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

ID: \_\_\_\_\_

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

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

## Appendix IV

### Form LACF3 CORNCRAKE/TRAONACH LIFE Participant Bank Details (SAMPLE)



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



Corncrake  
Traonach LIFE

#### **EFT Mandate**

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

#### **PRIVACY STATEMENT**

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

#### **Supplier Details**

Supplier Name:

Supplier Address:

Please include Eircode

Telephone Number:

Contact Name:

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

## Form LACF3 CORNCRAKE/TRAONACH LIFE Participant Bank Details *(continued)*

### Bank Account Details

Name(s) of Account																
Bank / Credit Union Name																
Bank / Credit Union Address																
BIC/SWIFT Code																
IBAN Number (below)																

Credit Union Account No  (only to be completed if account is in a  Credit Union)	
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### Remittance notification e-mail address

E- Mail Address	
-----------------	--

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

Authorised by:

Signature-

--



## Appendix V

### Form LACF4 CORNCRAKE/TRAONACH LIFE Nomination of Advisor(SAMPLE)



Dept of Housing Local Government and Heritage, Ballinafad, Co Sligo F52 K752  
www.corncrakelife.ie  
corncrakelife@housing.gov.ie

## Corncrake/Traonach LIFE RBPS

### Farm Advisor Nomination

I wish to nominate the approved farm advisor listed below to represent me for the purposes of the Corncrake/Traonach LIFE RBPS Programme.

PLEASE COMPLETE IN BLOCK CAPITALS

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

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

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

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

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

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

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

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

Please return this completed form to: Corncrake/Traonach LIFE, Ballinafad, Via Boyle Co Sligo F52 K752

*Please note the nominated advisor must be a trained and approved LIFE IP Wild Atlantic Nature farm advisor. A list of approved advisors is available on our website.*

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

\*Please ensure that your preferred advisor is made aware of their nomination







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

 @CorncrakeLife.ie

 @CorncrakeLife

[corncrakelife@housing.gov.ie](mailto:corncrakelife@housing.gov.ie)



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



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



GMIT  
INSTITIÚID TEICHNOLÓGACHA NA GAILLIAMHIE MAIGH EÓ  
GALWAY MAYO INSTITUTE OF TECHNOLOGY



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