



**Terms and Conditions of the
AGRI-ENVIRONMENT OPTIONS SCHEME (AEOS)**

AND THE

NATURA 2000 SCHEME

Introduced by the

MINISTER FOR AGRICULTURE, FISHERIES AND FOOD

In implementation of

Council Regulation (EC) No. 1698/2005

DATE: 6 April 2011

Measures included in the CAP Rural Development Plan 2007-2013 co-funded under the National Development Plan and the European Agricultural Fund for Rural Development (EAFRD) of the European Union

IMPORTANT: IT SHOULD BE NOTED THAT, WHILE THIS TERMS & CONDITIONS BOOKLET HAS BEEN PREPARED AS AN AID TO APPLICANTS, THE GOVERNING EU REGULATIONS FORM THE DEFINITIVE BASIS FOR THE ADMINISTRATION OF THE SCHEMES IN QUESTION, PARTICULARLY WITH REGARD TO ELIGIBILITY AND, WHEN NECESSARY, ANY PENALTIES THAT MAY BE APPLIED.

1. General Outline and Legal Basis

- 1.1. These are the administrative provisions for the implementation of the Schemes drawn up in accordance with Council Regulations (EC) No. 1698/2005 as amended.
- 1.2. This document constitutes the framework for the application of the detailed rules contained in Commission Regulations (EC) Nos. 1974/2006 and 65/2011 as amended.

2. General Provisions

- 2.1. The Schemes shall be administered by the Department and shall operate throughout the State.
- 2.2. The Schemes are jointly funded by the European Union and the National Exchequer.
- 2.3. Farmers participating in the Organic Farming Scheme may also participate in and draw down payment under these Schemes but may not claim payment for the following actions on parcels declared for payment under the Organic Farming Scheme:
 - a) Species Rich Grassland,
 - b) Traditional Hay Meadow,
 - c) Riparian Margins,
 - d) Arable Margins and
 - e) Establishment and Maintenance of Habitats.
- 2.4. Undertakings shall be for a minimum period of five years.
- 2.5. Participation in the Schemes is voluntary.

3. Definitions

For the purpose of the Schemes:

- 3.1. “DEPARTMENT” shall mean the Department of Agriculture, Fisheries and Food, except where stated otherwise.
- 3.2. “MINISTER” shall mean the Minister for Agriculture, Fisheries and Food.
- 3.3. “ANNUAL PAYMENT CLAIM” shall mean a claim for Agri-Environment or Natura payment submitted under the Single Payment Scheme Application (Article 8, Commission Regulations (EC) No 65/2011).
- 3.4. “APPLICATION” shall mean an application for support.

- 3.5. **“COMMONAGE”** which may be eligible for payment shall mean lands held in common ownership for which a Commonage Framework Plan has been prepared. It shall also include lands on which persons have grazing entitlements.
- 3.6. **“COMMONAGE FRAMEWORK PLANS” (CFP)** shall mean management plans prepared for each commonage/grazing rights area as jointly approved by the Department and the Department of the Environment, Heritage and Local Government.
- 3.7. **“FAMILY MEMBER”** shall mean spouse, parent, brother, sister, son, daughter, grandchild or favoured nephew/niece.
- 3.8. **“FARM” or “HOLDING”** shall mean all the production units in the State (owned, leased, and rented) that are under the control of the applicant.
- 3.9. **“FARMER”** shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons, whatever legal status is granted the group and its members by national law, whose holding is within the State.
- 3.10. **“FARMING”** shall include dairy farming, livestock production, and the cultivation of fodder and tillage crops and the growing of horticultural crops.
- 3.11. **“NATURA 2000”** shall mean lands designated under Directives 79/409/EEC, 92/43/EEC and 2000/60/EC (Birds, Habitats or Water Framework Directives) and declared in the applicants name in his/her 2010 Single Payment Scheme application.
- 3.12. **“NON PRODUCTIVE CAPITAL INVESTMENTS”** shall mean investments in trees, hedging and associated fencing or water troughs repayable over five years.
- 3.13. **“PLANNER”** shall mean a person or persons with professional qualifications in agricultural and/or environmental science.
- 3.14. **“RENTED LAND”** shall mean lands taken and farmed for periods of less than the AEOS contract period.

4. Objectives of Schemes

The objectives of the Schemes are:

- 4.1. To promote biodiversity, encourage water management/quality and combat climate change, and
- 4.2. To contribute to positive environmental management of farmed Natura 2000 sites and river catchments in the implementation of the Birds Directive, Habitats Directive and Water Framework Directive.

5. Conditions for the Grant of Aid

- 5.1. The number of farmers admitted to the Schemes will be determined by the funding available.

- 5.2. The funding for the Schemes is limited and applications will be accepted subject to the maximum overall funding ceiling of €25 million per full calendar year.
- 5.3. The maximum amount of funding payable per applicant per full calendar year is €4,000. However, in the case of Registered Farm Partnerships which comprise more than one eligible partner, the maximum amounts referred to above shall be multiplied by the number of eligible partners in the Partnership subject to a maximum of 3.
- 5.4. The Minister reserves the right to alter the terms and conditions of the Scheme(s), close the Scheme(s) and/or alter the grant-aid at any time.
- 5.5. Selection for admission to the Schemes will be prioritised using pre-determined criteria. Applicants whose farms include the following habitats:
 - Natura habitat and/or
 - Non-Natura Commonage

will rank first in the selection process and will be given automatic entry to the Scheme(s), however if the number of applicants in this category exceeds the total funding available those with designated land will be given priority followed by those with the largest areas. Farm partnerships will rank second in priority in the selection process (if all cannot be given entry we will prioritise according to the marking system in Annex 2). Applications for all other holdings will then be considered and will be ranked initially according to the marking system shown in Annex 2. The options selected will determine the initial ranking order.

- 5.6. Further selection will be applied, if necessary, using the following criteria in the following order:
 - a) Location of farms in Less Favoured Areas.
 - b) Previous participation in REPS.
 - c) Farm size (favouring smaller holdings) based on the utilisable agricultural area declared in the 2010 Single Payment Scheme application.
- 5.7. If an action selected by an applicant includes an element of non-productive capital investment, the application will be considered in the light, among other things, of the reliability of the applicant with reference to any previous EU co-financed operations undertaken since 2000.
- 5.8. The Minister may reject applications or require them to be varied if, in his opinion, they are not likely to contribute to the objectives of the Schemes.
- 5.9. The submission of a valid application does not guarantee entry to the Schemes.
- 5.10. Successful applicants will be notified in writing of their acceptance into the scheme and of the commencement date of their contract.
- 5.11. Actions carried out before the notified commencement date will not be considered for payment.

6. Contracts

- 6.1. All contracts shall run for at least five years which will extend their duration beyond the expiry of the current programming period of 31st December 2013. Participants in the scheme will be offered the opportunity to adjust their commitments for the remainder of the period of their contract to the legal framework of the period commencing on 1 January 2014. If such an adjustment is not acceptable to the participant he/she may withdraw from the schemes without any requirement for reimbursement of aid already received.
- 6.2. Pursuant to Article 46 of Regulation (EC) No. 1974/2006, a revision of the commitment may be required directly related to an amendment to Articles 5 or 6 of Regulation 73 of 2009. If the participant is unable to accept these new regulatory requirements, he/she may withdraw from the Schemes without any requirement for reimbursement of aid already received.
- 6.3. Contracts are non transferable except in the case of:
 - a) certified serious illness.
 - b) the transfer of the holding to a family member.
 - c) death of the participant.
- 6.4. Farmers admitted to the Schemes must respect:
 - a) all relevant EU requirements and national legislation.
 - b) the conditions set out in this document.
 - c) the Statutory Management Requirements (SMRs) and Good Agricultural and Environmental Conditions (GAEC) of the Single Payment Scheme and updates thereof on all of the holding.

7. Non Productive Capital Investments

Where an action selected by an applicant includes an element of non-productive capital investment, the following conditions shall apply:

- 7.1. Aid will not be given for works commenced or materials purchased before written confirmation of admission to the Schemes has been conveyed to the applicant.
- 7.2. Grant-aid will not be paid for (a) second-hand materials or equipment, or (b) work carried out by contractors who do not comply with the tax clearance requirements laid down in Section 28.
- 7.3. Receipts or invoices marked paid must be provided in support of claims for payment.
- 7.4. Recognition will be given in payment for non-productive capital investments for a participant's own labour of up to 50% of the allowable cost. Labour cost includes cost of machinery use.
- 7.5. In conformity with the general practice of the Government, the payment of financial aid in support of non-productive capital investment is subject to the following condition. Where an applicant employs a contractor to carry out some or all of the investment, such contractor must have a current C2 certificate or a tax clearance certificate from the Office of the Revenue Commissioners where the total receipts from that contractor exceed €635.

Evidence of tax compliance must be submitted at the time of submission of the invoices or receipts.

- 7.6. Work on the non-productive capital investment must be completed by the end of June following the start of the contract, and the item or items that are the subject of the investment shall remain in place and be maintained in good order for the duration of the contract.
- 7.7. The cost of non-productive capital investment will be repaid to a participant in equal instalments over five full calendar years.
- 7.8. Farmers must keep such records as the Department prescribes.

8. Eligibility

To be eligible to participate a farmer shall:

- 8.1. Be aged eighteen years or over on date of application for support.
- 8.2. At the time of making the application be the holder of an active herd number.
- 8.3. Have all lands farmed declared on the Integrated Administration and Control System (IACS).
- 8.4. Undertake to have soil analysis of all lands farmed carried out in accordance with Schedule 1 of SI 610 of 2010 (Nitrates Regulations) before 31 March, 2012, once he/she has been approved into the Scheme. Evidence of having soils analysed on or after 1 January 2010 will fulfil this requirement for 2011 applications. Any Commonage land farmed shall be excluded from this requirement.
- 8.5. Include the herd number on the application form, which shall be the same number as that used in his/her application for the Single Payment Scheme.
- 8.6. Submit a valid application for support clearly identifying the actions being selected and the LPIS parcel(s) on which the actions will be delivered, together with a copy of a farm map indicating the LPIS number of the parcel and location of the actions to be delivered.
- 8.7. Existing AEOS participants and persons participating in any of the following are not eligible:
 - a) the Farm Plan Scheme for Designated Areas and Commonages operated by the National Parks and Wildlife Service of the Department of the Environment, Heritage and Local Government, or
 - b) the Rural Environment Protection Scheme.
- 8.8. Actions on rented land are not eligible for payment.
- 8.9. For area-based actions the eligible area of a LPIS parcel in agricultural use shall be the same as the eligible area declared as owned or leased under the Single Payment Scheme.
- 8.10. Area based actions, with the exception of Commonage and Natura areas, must be delivered on a whole LPIS parcel basis, meaning the entire area of the LPIS parcel must be devoted to the area-based action chosen. Where the plot chosen is not the full digitised area of an existing parcel the applicant must apply for redigitisation of the plot as a full LPIS parcel in

his/her 2011 Single Payment Scheme application. No payment for any action will be made until the parcel(s) have been digitised.

- 8.11. Linear-based actions must be indicated on an individual LPIS parcel basis.
- 8.12. Applicants farming Commonage or Natura eligible for payment at the time of making an application must submit a sustainable management plan, prepared by a planner in accordance with the Scheme Specifications published by the Department.
- 8.13. Section 8.12 is not compulsory for applicants with no Commonage and with Natura areas consisting solely of rivers designated as Special Areas of Conservation. As an alternative, such applicants may choose Maintaining Water Quality as their primary environmental objective by completing **Form W**.
- 8.14. Applicants for a derogation from the requirement to comply with the application limit of 170 kgs of nitrogen from livestock manure/ha, as set out in SI 610 of 2010, are excluded from payment for the following actions:
 - a) Species Rich Grassland,
 - b) Traditional Hay Meadow,
 - c) Riparian Margins,
 - d) Arable Margins, and
 - e) Establishment and Maintenance of Habitats.

9. Commonage or Grazing Rights Land

- 9.1. Commonage/grazing rights areas recorded in the name of the applicant on the Integrated Administration and Control System (IACS) in accordance with article 34(5) of Commission Regulation 1122/2009 shall be considered for eligibility, provided that the area on which payment is sought, has been declared by the applicant and/or by a family member on IACS in the five years preceding the date of the application.
- 9.2. The requirement for the five-year declaration on IACS may be dispensed with where:
 - a) An existing holding (including all Commonage shares/grazing rights) is transferred by way of inheritance. The holding must have been declared on IACS in the five years preceding the date of the application by the applicant and/or the previous owner.
 - b) The entire holding has been transferred by way of sale and the land parcels of the holding have been declared on IACS for five years as a single farm unit.

10. Application Procedure

- 10.1. Application for support under the Schemes and payment claims shall be in accordance with Article 3 of Commission Regulation (EC) No 65/2011.

- 10.2. To make an application for support, the farmer shall complete an application form. The completed application form must be submitted directly to:
- The Department of Agriculture, Fisheries and Food
AEOS Section
Johnstown Castle Estate
Co. Wexford
- 10.3. Completed applications must be submitted no later than Monday 16th May 2011.
- 10.4. In the event that the Department does not receive your completed application, which you sent by post, you will be required to produce the **Swift post** or **Registered post** receipt as proof of postage. (A receipt of postage by ordinary post will not be accepted as valid proof of submission of an application).
- 10.5. Farmers admitted to the Schemes must submit a payment claim annually within the deadline for the submission of Single Payment applications. For the purposes of these Schemes, the annual payment claim shall form part of the annual Single Payment application.
- 10.6. Where the Single Payment application is submitted after the closing date for receipt of applications under that scheme and attracts a late submission penalty, the payment claim under these Schemes shall also have the same level of penalty for late submission applied.

11. Actions to be undertaken

- 11.1. An applicant must select actions in accordance with the provisions of ANNEX 1.
- 11.2. Area based actions must be delivered on a full LPIS parcel basis. If you choose either the Traditional Hay Meadow, Species Rich Grassland, Wild Bird Cover, Green Cover Establishment or Minimum Tillage actions the only other action you can select on the same LPIS parcel is either Stonewall Maintenance, Hedgerow Coppicing or Hedge Laying.

12. Reduction of action

- 12.1. Where all or part of an action is not continued for the duration of contract, all or part of the aid paid in respect of the action shall be reimbursed.
- 12.2. The re-imburement of aid will not be required in the following cases:
- a) where a participant has ceased farming and has completed three years of the action undertaken.
 - b) where the provisions of 6.1 or 6.2 apply.
 - c) in respect of lands afforested under Council Regulation (EC) No. 1698/2005.
 - d) Where, because of land acquired under a Compulsory Purchase Order (CPO), it is not possible for the participant to continue the action re-imburement will not be required in respect of the action.

- e) In respect of lands sold or transferred arising from a requirement of a Court Order in:
- divorce or judicial separation proceedings, or
 - a marital settlement or separation agreement.

13. Monitoring and Evaluation

Monitoring and evaluation of the AEOS programme shall be carried out in line with the provisions of Commission Regulations (EC) Nos. 1974 of 2006 and 65 of 2011 as amended.

14. Administrative and Compliance Checks

- 14.1. All applications for support and payment claims will be subjected to administrative checks, and any other controls deemed necessary, before payments are made under the Schemes. Applicants shall facilitate such administrative and on the spot checks as the Department deems necessary. Applications will be crosschecked with records held by the Department.
- 14.2. On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Schemes.
- 14.3. The commitment for which payment is claimed will be crosschecked with relevant databases.
- 14.4. Any breach of cross compliance noted during an on farm inspection will be cross reported to the Single Payment Unit of the Department.
- 14.5. Any breach of the baseline cross compliance element on which an AEOS action is based will result in no payment for that action for a full calendar year.
- 14.6. No payment shall be made in favour of beneficiaries for whom it is established by the Department that they artificially created the conditions required for obtaining such payments with a view to obtaining an advantage contrary to the objectives of the Scheme.

15. Payments Procedures

- 15.1. When administrative checks on all valid payment claims are completed, up to 75% of each individual payment entitlement may issue.
- 15.2. The relevant balance will issue when all required on-the-spot checks have been carried out.
- 15.3. It is the farmer's responsibility to ensure that required documentation for the release of payments of a capital nature are submitted in accordance with the Department's official claim form.
- 15.4. It is the farmer's responsibility to submit second and subsequent years' payment claim forms i.e. the Single Payment Scheme Application Form.
- 15.5. Payment rates are set out in ANNEX 3
- 15.6. Payment for the action *Conservation of Animal Genetic Resources* will be in arrears.

- 15.7. The maximum payment to any participant shall be equivalent to €4,000 in respect of a calendar year.

16. Penalties

- 16.1. Failure to comply with the Terms and Conditions will result in an appropriate penalty/sanction.
- 16.2. Penalties will apply to certain specific breaches of the Schemes and are set out in ANNEX 4.
- 16.3. Monetary penalties will include interest payable at the rate provided for under SI 13/2006. Interest will be calculated for the period elapsing between the notification of the repayment obligation to the farmer, and either repayment or deduction.
- 16.4. Penalty amounts may be deducted from future payments due to the beneficiary under other EU-financed or co-financed Schemes.
- 16.5. Where monetary penalties are not paid or recovered within the period requested, the Department may take whatever action is deemed necessary for their recovery.
- 16.6. Intentional and serious breaches of the Schemes conditions may result in non-payment for the year in question or in the termination of participation and/or exclusion from the Schemes for a period commensurate with the seriousness of the breach, and the refund of monies already paid.
- 16.7. Actions that are chosen to meet the minimum requirements for entry to Category 2 (see Annex 2), will be treated as eligibility criteria, and core eligibility conditions attached to these actions must be complied with in full. Participants who do not meet these conditions will be deemed ineligible, their contracts will be terminated and all monies already paid out will be recouped.
- 16.8. Subject to the over-riding provision in Section 16.7, a penalty of 100% on one or more of the selected actions means that there will be no payment for those actions in that particular year. While the participant may continue in AEOS he/she will only be paid for the remaining contract years on the delivery found.
- 16.9. The penalties set out in the Schedule are the minimum sanctions that will be applied. In all cases the Department reserves the right to review files to establish whether or not a breach of the Scheme conditions has occurred which may lead to a sanction or the termination of the contract and reimbursement of all aid.
- 16.10. Where an area based penalty is being applied IACS rules apply.

17. Cross-Compliance

Where, through a Single Payment Scheme inspection, a breach of cross-compliance is detected or notified to the paying agency, at a minimum the level of penalty determined under the SPS will also be applied to payments under these Schemes. All breaches of cross-compliance detected on an AEOS inspection will be cross-reported.

18. Appeals

In cases where penalties are applied, participants will be given ten working days after formal notification in which to appeal in writing, to the Department and give reasons why any penalty imposed should not be applied. The participant will be informed in writing of the outcome of the appeal. This initial appeal shall be without prejudice to the right to appeal to the Agricultural Appeals Office.

19. Force Majeure

- 19.1. Where a beneficiary is unable to continue complying with the commitments given for reasons beyond his/her control, a case may be made under Force Majeure to terminate the plan. In such cases the participant or his or her representative should inform the Department of Agriculture, Fisheries and Food, AEOS Section, Johnstown Castle Estate, Co. Wexford in writing with relevant evidence, within ten working days of being able to do so.
- 19.2. Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of *force majeure* may be recognised:
- a) death of the participant,
 - b) long term professional incapacity of the participant,
 - c) expropriation of a large part of the holding if such expropriation could not have been anticipated on joining the Schemes,
 - d) a natural disaster affecting the holding's agricultural land,
 - e) the accidental destruction of livestock buildings on the farm,
 - f) an outbreak of disease affecting all or part of the livestock on the farm, or
 - g) the disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

20. Death of participant

- 20.1. Where a participant dies during the contract period, force majeure shall be applied terminating the agreement and no reimbursement of aid already paid shall be sought and where a valid payment claim is on hands payment will be made up to date of death.
- 20.2. Alternatively, a survivor who is entitled to give the necessary undertakings may apply to take over the contract for the period remaining.

21. Joint/Multiple Applicants

- 21.1. Where the application is made in more than one name, each person named will be jointly and severally responsible for delivery of the commitments entered into and be jointly and severally subject to all Schemes Terms & Conditions.

- 21.2. Where the application is made in more than one name, the applicants must have a single herd number and declare all their lands on IACS under this herd number. The application must be signed by all persons named on the herd number.

22. Farm Partnerships

Farmers in a registered Milk Production Partnership (MPP) who are classified as 'milk producer' or 'other farmer' are eligible to apply for the scheme provided that

- a) the application is made in the same name as the Single Payment Application.
- b) the application is accompanied by a list of the LPIS parcels each individual partner has brought to the partnership.
- c) each partner, up to a maximum of three partners, in the MPP deliver commitments on the parcels brought to the partnership by him/her to a maximum value of €4,000 per partner.
- d) All partners are jointly and severally responsible for delivery of all AEOS actions on the lands farmed by the partnership.

23. Right of Entry

- 23.1. The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of applicants/participants. On the spot checks may be carried out within 3 months following the participant's completion of the contract.
- 23.2. In submitting an AEOS application, applicants agree to permit officials or agents of the Department to carry out on-farm inspections, with or without prior notice at any reasonable time(s) and without prejudice to public liability.
- 23.3. When notified of an on-farm inspection, the applicant should arrange to be present for the inspection or have a representative nominated in his/ her place to assist the inspecting officer.
- 23.4. Every on-the-spot (ground) inspection will be the subject of a report and the applicant or his/her representative will be given an opportunity to sign the report indicating his/her presence at the inspection and to add his/her observations if he/she so wishes. Signing this document does not imply that the applicant or his/her agent accepts the inspection findings.

24. Responsibility of Applicant

- 24.1. It shall be the responsibility of the applicant to familiarise him/herself with the Scheme Terms and Conditions, the Agri-Environment Specifications and with the consequences for breaches of the Schemes.
- 24.2. The approval or payment of aid under the Schemes does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the participant.

25. Failure to abide by the Terms and Conditions of the Schemes

- 25.1. Where, for the purposes of obtaining payment under the Schemes to which these Terms and Conditions relate, the applicant knowingly makes a false or misleading statement or withholds essential information, his/her participation in any or all of the Schemes may be terminated and all or part of the aid paid, including any non productive capital investment payment, shall be reimbursed.
- 25.2. The Minister reserves the right to offset such amounts against other monies payable by the Department under EU-financed or co-financed Schemes to the applicant in such cases. The Minister also reserves the right to exclude such a person from further participation in all or any of the Schemes for such period as shall be determined, but in any event not exceeding a period of 5 years.
- 25.3. Where a beneficiary fails to abide by the Terms and Conditions of the relevant Schemes or if there is any material change in the circumstances of the applicant which would be in conflict with the letter or the spirit of the Schemes, participation may be terminated and all or part of the aid paid, including any non productive capital investment payment, shall be reimbursed. The Minister also reserves the right to offset such amounts against other monies payable by the Department to him/her.

26. Review of Financial Aids

- 26.1. The Minister reserves the right to restrict the availability of the Schemes and to vary, where occasion so demands, the amount of financial aid wherever specified in the Schemes subject at all times to the provisions of any relevant European Union legislation.
- 26.2. The obtaining of aid or the attempt to obtain aid under any or all of the Schemes by fraudulent means by the applicant or others acting alone or together may render such persons liable to prosecution.

27. Conditions of payment

Every payment under these Schemes shall be subject to conditions laid down by the Minister, which must be complied with in full by the applicant.

28. Tax Clearance Requirement

Payment of financial aid as provided for in these Schemes may be subject to the condition that a tax clearance certificate from the Revenue Commissioners be furnished before a payment can be issued.

29. Information and Data Protection

In accordance with the provisions of Council Regulation 1290/2005, the Department of Agriculture, Fisheries and Food may be required to publish on a website, details of the names, addresses and amounts received by beneficiaries of funds deriving from the European Agricultural Guarantee Fund (EAGF) and the European Agricultural Fund for Rural Development (EAFRD). The rights of data subjects and how they may be exercised, in this respect, are laid down in the Data Protection Acts, 1988 and 2003. This publication of payment details is a

requirement of EU law. The data therein may be processed by auditing and investigating bodies of the Communities and the Member States for the purposes of safeguarding the Communities' financial interests. The data therein cannot be used for direct marketing or other purposes and this will be made clear on the website. You should also be aware that all the information supplied on your application form and in any supporting documentation shall be made available to any other Department or Agency or Local Authority for the purpose of Audits, Cross Compliance Controls and all Rural Development measures, and, as appropriate, in accordance with the requirements under the Freedom of Information Act.

30. Further Conditions

- 30.1. The Minister may at any time lay down further conditions under these Schemes.
- 30.2. The Minister reserves the right to review and, if necessary, to terminate participation in the Schemes and to seek re-imburement of aid paid, including any non productive capital investment payment, where no improvement to the environment is evident.
- 30.3. The Minister reserves the right to alter from time to time the procedures to be followed in the operation of the Schemes.

31. Interpretation

The Department may expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the Schemes.

ANNEX 1

Structure of AEOS

Category 1 Applicants

Farmers may apply for the Scheme under this category if they have an eligible¹ Natura 2000 site or non-Natura Commonage². They must choose the Natura 2000 action or the Commonage action, as appropriate, to gain entry to the Schemes. (If the holding includes both Natura land and non-Natura commonage, a sustainable management plan must be drawn up for both.) Any of the other actions in **Table 2** may also be chosen, as determined by their planner. The minimum requirement for each action is set out in **Table 3**.

Table 1:

Priority Environmental Action	Complementary Action	Other Actions
NATURA 2000	Will be determined by Planner	Will be determined by Planner
Commonage land outside Natura 2000	Will be determined by Planner	Will be determined by Planner

Category 2 & Category 3 Applicants

These are farmers with no Natura or non-Natura Commonage² eligible¹ for payment. Category 2 are farm partnerships and Category 3 all other farmers. Applicants in these categories must indicate their primary environmental objective by selecting **one (and only one)** of the forms B, W or C

1. Contribute to Halting Biodiversity Decline (Form B)
2. Contribute to Maintaining Water Quality (Form W)
3. Contribute to Combating Climate Change (Form C)

Once an objective is chosen, an appropriate mandatory action from Column 1 in **Table 2** must be selected as well as at least 1 associated complementary action from Column 2, **or** 2 mandatory actions from Column 1 (provided they are within the same objective). The Column 1 action is the minimum entry level to the Schemes and applicants must have an associated complementary action or another priority environmental action, within the same objective, to qualify for entry to the Schemes.

Once the minimum entry requirement is met, it is open to applicants to pick any other actions they wish in Columns 1, 2 or 3 of their nominated environmental objective. The minimum requirement for each action is set out in **Table 3**.

¹ Owned or leased land eligible for payment (Sections 8 and 9)

² There is an exception to this rule for farms with no commonage and no Natura sites apart from river SACs — see section 8.12

Table 2:

Objective	Column 1 – Mandatory (Priority Environmental Action)	Column 2 – Complementary Actions	Column 3 – Additional Actions
<p>1. Contribute to Halting Biodiversity Decline</p>	<p>At least one of the following actions MUST be selected:</p> <p>Species Rich Grassland Traditional Hay Meadows Establishment & Maintenance of Habitats Wild Bird Cover</p> <p>Where only one of these is selected at least one additional option from column 2 must be selected.</p>	<p>Riparian Margins Conservation of Animal Genetic Resources Tree Planting Standard Tree Planting Whips Coppicing Hedgerows Laying Hedgerows Traditional Stone Wall Maintenance</p>	<p>Planting of New Hedgerows Arable Margins Green Cover Establishment from a Sown Crop Use of New Technologies for Slurry Spreading Minimum Tillage Water Trough Installation</p>
<p>2. Contribute to Maintaining Water Quality</p>	<p>At least one of the following actions MUST be selected:</p> <p>Riparian Margins Water Trough Installation</p> <p>Where only one of these is selected at least one complementary option from column 2 must be selected</p>	<p>Species Rich Grassland Traditional Hay Meadows Arable Margins Green Cover Establishment from a Sown Crop Minimum Tillage Use of New Technologies for Slurry Spreading</p>	<p>Planting New Hedgerows Wild Bird Cover Tree Planting Standard Tree Planting Whips Establishment & Maintenance of Habitats Conservation of Animal Genetic Resource Coppicing Hedgerows Laying Hedgerows Traditional Stone Wall Maintenance</p>
<p>3. Contribute to Combating Climate Change</p>	<p>At least one of the following actions MUST be selected:</p> <p>Arable Margins Green Cover Establishment from a Sown Crop Minimum Tillage</p> <p>Where only one of these is selected at least one additional option from column 2 must be selected.</p>	<p>Riparian Margins Planting New Hedgerows Tree Planting Standard Tree Planting Whips Species Rich Grassland Traditional Hay Meadows Use of New Technologies for Slurry Spreading</p>	<p>Establishment & Maintenance of Habitats Coppicing Hedgerows Laying Hedgerows Water Trough Installation Traditional Stone Wall Maintenance Conservation of Animal Genetic Resources Wild Bird Cover</p>

Table 3:

	Actions	Minimum Requirement	Maximum Payable
	Natura 2000 Land	All eligible ³ Natura land on the farm must be included even where this exceeds the maximum area for payment of €4,000.	N/A
1.	Commonage land outside Natura 2000	All eligible ³ commonage land on the farm must be included even where this exceeds the maximum payment of €4,000.	N/A
2.	Establishment and Maintenance of Habitats (Linear based Action)	2.5 metre margin be delivered on a LPIS parcel boundary basis	1,500 meters
3.	Tree Planting	Standard: Minimum of 10 trees to apply Whips: Minimum of 25 to apply	25 trees 50 whips
4.	Traditional Hay Meadows	Action to be delivered on whole digitised LPIS parcel/ basis	10 ha
5.	Species Rich Grassland	Action to be delivered on whole digitised LPIS parcel/ basis	10 ha
6.	Conservation of Animal Genetic Resources	No minimum.	10 Livestock Units
7.	Wild Bird Cover	Action be delivered on whole digitised LPIS parcel basis; minimum area 0.5 hectares	3 ha
8.	Planting New Hedgerows (Linear based Action)	Minimum continuous length of 30 metres	200 metres per holding
9.	Coppicing of Hedgerows (Linear based Action)	Minimum continuous length of 30 metres	1,500 metres per holding
10.	Laying Hedgerows (Linear based Action)	Minimum continuous length of 15 metres	1,000 metres
11.	Traditional Stone Wall Maintenance (Linear based Action)	No minimum	4,000 metres
12.	Riparian Margins (Linear based Action)	No minimum	N/A
13.	Water Trough Installation	No minimum	10 per holding
14.	Arable Margins (Linear based Action)	3 metre margin be delivered on a LPIS parcel boundary basis	N/A
15.	Green Cover Establishment from a Sown Crop	Minimum of 4 hectares	N/A
16.	Use of New Technologies for Slurry spreading	Minimum of 100m ³ slurry applied	N/A
17.	Minimum Tillage	Minimum of 4 hectares	N/A

³ Owned or leased land eligible for payment (Sections 8 and 9)

ANNEX 2

Ranking System for Selection (see section 5.5)

Actions	Mandatory			Complementary			Additional		
	Water	Biodiversity	Climate Change	Water	Biodiversity	Climate Change	Water	Biodiversity	Climate Change
Establishment and Maintenance of Habitats	0	5	0	0	0	0	1	0	1
Tree Planting	0	0	0	0	2	4	1	0	0
Traditional Hay Meadows	0	4	0	1	0	3	0	0	0
Species Rich Grassland	0	3	0	1	0	2	0	0	0
Conservation of Animal Genetic Resources	0	0	0	0	3	0	1	0	1
Wild Bird Cover	0	5	0	0	0	0	1	0	2
Hedgerow Planting	0	0	0	0	0	1	1	2	0
Coppicing of Hedgerows	0	0	0	0	1	0	1	0	1
Laying Hedgerows	0	0	0	0	3	0	1	0	2
Traditional Dry Stone Wall Maintenance	0	0	0	0	3	0	1	0	1
Riparian Margins 3 metre width	6	0	0	0	2	3	0	0	0
Riparian Margins 5.5 metre width	6	0	0	0	2	3	0	0	0
Riparian Margins 10.5 metre width	7	0	0	0	3	4	0	0	0
Riparian Margins 30.5metre width	8	0	0	0	4	5	0	0	0
Water Trough Installation	5	0	0	0	0	0	0	1	1
Arable Margins	0	0	6	1	0	0	0	3	0
Green Cover Establishment from a Sown Crop	0	0	8	3	0	0	0	2	0
Use of New Technologies for Slurry Spreading	0	0	0	4	0	9	0	2	0
Minimum Tillage	0	0	7	2	0	0	0	2	0

ANNEX 3

Payment Rates

Any breaches of an SMR or GAEC noted during an inspection will be cross reported to the Single Payment Unit.

Action	Agri-Environment payment	Capital Investment
Natura 2000 (SPA & SAC)	€75 per hectare per calendar year Where existing land use is Species Rich Grassland or Traditional Hay Meadow the Natura payment can be foregone in favour of the payment rate for those measures. Additionally Natura areas set aside as Riparian Margins can be claimed at the rate for that measure.	
Commonage land outside Natura network	€75 per hectare per calendar year	
Establishment and Maintenance of Habitats	€8 per 100 metres per calendar year	Fencing €3.30 per linear metre equivalent to €0.66/m per year for five years (all fencing must be to Dept. spec.)
Tree Planting & Management Standard		€62.70 per tree equivalent to €12.54 per year for five years €9.50 per whip equivalent to €1.90 per year for five years
Whips		
Traditional Hay Meadows	€314 per hectare per calendar year	
Species Rich Grasslands	€314 per hectare per calendar year	
Animal Genetic Resources	€200 per Livestock Unit per calendar year	
Wild Bird Cover	€869 per hectare per calendar year	
Hedgerow Planting	€2.50 per metre per calendar year	€32 per metre equivalent to €6.40 per year for five years
Hedgerow Coppicing	€5 per metre equivalent to €1 per year for 5 years	
Hedgerow Laying	€8 per metre equivalent to €1.60 per year for 5 years	
Traditional Dry Stone Wall Maintenance	€50 per 100 metres per calendar year	
Riparian Margins	3m margin: €0.14 per metre 5.5m margin: €0.34 per metre 10.5m margin: €0.74 per metre 30.5m margin: €2.70 per metre	Fencing €3.30 per linear metre equivalent to €0.66/m per year for five years
Water Trough Installation		€200 per drinking trough equivalent to €40 per year for five years
Arable Margins	€0.23 per metre per calendar year	
Green Cover Establishment from a Sown Crop.	€80 per hectare per calendar year	
Use of New Technologies for Slurry Spreading	€0.77 per cubic metre per calendar year	
Minimum Tillage	€23 per hectare per calendar year.	
Corncrake sites	€314 per hectare per calendar year	

ANNEX 4
Penalty Schedule for AEOS

Note: This table should be read in conjunction with section 16, with particular reference to section 16.7, and section 17.

Action	Type of non-compliance	Scheme Penalty
Natura 2000 (SPA & SAC)	<p>Planned stock numbers not maintained</p> <p>Greater than 5% to 10% Greater than 10% to 15% Greater than 15% to 25% Greater than 25%</p> <p>Animals not off-wintered as per sustainable management plan (allow a tolerance - to be decided)</p>	<p>20% of Natura payment 30% of Natura payment 50% of Natura payment Termination & recoupment</p> <p>25% of Natura & AEOS payment</p>
Commonage land outside Natura network	<p>Planned stock numbers not maintained</p> <p>Greater than 5% to 10% Greater than 10% to 15% Greater than 15% to 25% Greater than 25%</p> <p>Animals not off-wintered as per sustainable management plan</p>	<p>20% of AEOS payment 30% of AEOS payment 50% of AEOS payment Termination & recoupment</p> <p>25% of AEOS payment</p>
Animal Genetic Resources	<p>Number of livestock units claimed for payment exceeds number kept for the calendar year</p>	<p>Reduce payment by twice the difference.</p>

Action	Type of non-compliance	Scheme Penalty
Arable Margins	3 metre wide linear length claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years • Payment in successive years will be limited to delivery found.
Green Cover Establishment from a Sown Crop	Area claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years • Payment in successive years will be limited to delivery found

Action	Type of non-compliance	Scheme Penalty
Establishment and Maintenance of Habitats	2.5 metre wide linear length claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS and capital payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years • Payment in successive years will be limited to delivery found.
Hedgerow Coppicing	Linear length claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years. • Payment in successive years will be limited to delivery found.

Action	Type of non-compliance	Scheme Penalty
Hedgerow Laying	Linear length claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years. • Payment in successive years will be limited to delivery found
Hedgerow Planting	Linear length claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS and capital payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years • Payment in successive years will be limited to delivery found.

Action	Type of non-compliance	Scheme Penalty
Minimum Tillage	Area claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years. • Payment in successive years will be limited to delivery found.
Water Trough Installation	Number of troughs claimed for payment not found	<ul style="list-style-type: none"> • Reduce payment by twice to the difference found.
Riparian Margins	Linear length claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS and capital payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years • Payment in successive years will be limited to delivery found.
Slurry Spreading, Use of New Technologies for	See section 16.7	

Action	Type of non-compliance	Scheme Penalty
Species Rich Grasslands	Area of Species Rich Grassland claimed not in situ (i.e. whole parcel not in Species-Rich Grassland)	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years. • Payment in successive years will be limited to delivery found.
Traditional Dry Stone Wall Maintenance	Linear length claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years. • Payment in successive years will be limited to delivery found.

Action	Type of non-compliance	Scheme Penalty
Traditional Hay Meadows	Area of Traditional Hay Meadow claimed not in situ (i.e. whole parcel not in Traditional Hay Meadow)	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years. • Payment in successive years will be limited to delivery found.
Tree Planting & Management (Standard trees and Whips)	Number of trees fewer than undertaken	Reduce payment by twice the difference found.
Wild Bird Cover	Area claimed not delivered	<ul style="list-style-type: none"> • Reduce AEOS payment by twice the difference found. • In cases where no delivery of action, reduce AEOS payment by twice the total payment for this action. • Recoup amount not delivered in previous years. • Payment in successive years will be limited to delivery found.

Where the action chosen is not carried out to the standard required in the specification a penalty in the range 3% -15% will be applied.