



Terms and Conditions

Viana, Aras and Bargaota (Navarra, Spain)



European Forum on
Nature Conservation
and Pastoralism



BirdWatchIreland
birdwatchireland.ie
protecting birds and biodiversity

Nafarroako
Ingurumen
Kudeaketa, S.A.



Gestión
Ambiental de
Navarra, S.A.



An Roinn
Cultúir, Oidhreachtá agus Gaeltachta

Department of
Culture, Heritage and the Gaeltacht



Association with Flood Development Agencies



Burren
PROGRAMME



Department of
**Agriculture,
Food and the Marine**

An Roinn
**Talmhaíochta,
Bia agus Mara**



Results-based Agri-environmental Pilot Scheme

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1. Background

This project is financed by the European Commission for the development and testing of result-based payment schemes for the enhancement of biodiversity. Project work is to be carried out with participating farmers from Viana, Aras and Bargota (Navarre, Spain), and in County Leitrim and the Shannon Callows (Ireland). This project seeks to develop ways of rewarding farmers who deliver biodiversity through environmentally friendly farming practices.

The aims of the project, as set out by the European Commission, and to be carried out by the participating Farmers and the RBAPS Team, are:

- To promote the design, development and use in rural areas of result-based remuneration schemes to conserve and enhance biodiversity.
- To increase the understanding of factors that contribute to the success or failure of such schemes.
- To identify opportunities and conditions for increasing the use of such schemes in the EU and in particular in the context of the CAP.
- To explore the potential for such schemes to be applied widely in the rural countryside and beyond grasslands, e.g. for the protection and enhancement of pollinators and soil biodiversity.
- To demonstrate the potential of these schemes to achieve the ecological results they are designed for by developing, testing and applying widely appropriate monitoring to verify the ecological results achieved.
- To promote and increase awareness and better understanding of the benefits of results based remuneration schemes particularly within the rural community.

2. General Outline

Results-Based Agri-Environment Payment Schemes focus on paying farmers for the biodiversity outcomes that are achieved rather than rewarding them for specific management actions. The idea behind results-based schemes is that those farmers that achieve better results for wildlife receive higher payments.

This document is an agreement to ensure that Farmers under the Result-Based Agri-Environmental Pilot Scheme (RBAPS) project and the RBAPS Team have an understanding of their respective roles and responsibilities during the period covered by the RBAPS Project.



3. Definitions and Abbreviations

For the purpose of this agreement:

- **"Actively Managed"** shall mean areas actively farmed, including areas grazed by livestock and/or mown as meadow. The size and extent of the Actively Managed area shall be determined by the RBAPS Team in consultation with the Farmer and will be the area payable on by the RBAPS Project.
- **"Agreement"** shall refer to this document.
- **"CI"** shall mean Capital Investment, referred to the cost that could suppose the implementation of works related to improve the ecological value of the plots.
- **"Farm"** shall mean economic management unit, including all the management units in the state under the control of the Farmer.
- **"Farmer"** shall mean a person, a group of persons, a partnership or a corporate body who is engaged in farming and who undertakes to carry out the actions described in the RBAPS Plan in accordance with these Terms and Conditions.
- **"LAG"** Local Advisory Groups (or Rural Development Groups), partnership on which staff members shall be represented by public and private interlocutors of the territory, with the goal of applying the Rural Development Programme.
- **"Management Unit(s)"** shall refer to each plot (identified as such in LPIS) which has been selected and included into the RBAPS scheme.
- **"Partners"** shall mean the European Forum on Nature Conservation and Pastoralism, Institute of Technology Sligo, BirdWatch Ireland, the National Parks and Wildlife Service (of DAHG), High Nature Value Services Ltd. and Gestión Ambiental de Navarra, S.A.
- **"Project"** shall mean the RBAPS Project.
- **"RBAPS"** means Result Based Agri-environment Payment Schemes.
- **"RBAPS Plan"** means the RBAPS Plan agreed between the Farmer and the RBAPS Team, which will identify the management units included in the plan, and where relevant, will provide guidance on management which may be undertaken by the Farmer on these management units to potentially improve its RBAPS score.
- **"RBAPS Team"** shall mean the personnel involved in managing the RBAPS Project namely: the Project Manager, the Project Ecologist, and the project administrators in Navarra.
- **"SIGPAC"** means in Spanish Farming Land Geographical Information System.

4. Roles and responsibilities of the RBAPS Team

The RBAPS Team is guided by the details set out in the agreement with the European Commission and by working with the farmers participating in the RBAPS Project and the LAGs. The RBAPS Team will respect the integrity and confidentiality of the Owner/Manager of the farm and his/her family. The RBAPS Team will:



- Work in partnership with the Farmer in an open and honest manner.
- Ensure the Farmers name and personal details remain confidential on all Project documentation.
- Ensure that all financial information will remain confidential at all times.
- Not disclose any personal or financial information, or information which could identify individual Farmers, to any outside party without the consent of the Farmer.
- Share all project information collected on the farm with that Farmer.
- All data collection shall be in accordance with the RBAPS Data Management Protocol (available from the RBAPS Team).

5. Roles and responsibilities of the RBAPS Farmers

The project places emphasis on shared responsibility and expects the Farmer to:

- Be transparent in all matters impacting on and relating to the RBAPS Plan.
- To commit to making the RBAPS Plan a success.
- Agree to give access to the RBAPS Team to all lands in the RBAPS Plan, effective from the start date of the contract through to 30th June 2018.
- Attend one RBAPS training event per year.
- Partake in RBAPS questionnaires during 2016 and 2017 (including brief initial opinion survey, farm operational survey and follow-up opinion survey).
- Submit their annual RBAPS scores for each eligible area on their application to the project office by 15th November in 2016 and the 15th in 2017.
- To work in partnership with the RBAPS Team to achieve the objectives of the Project, in particular having regard to the pilot/demonstration nature of the Project.

6. Eligibility for annual RBAPS payment

In order to qualify for the payment under the RBAPS project the Farmer shall:

- Submit annually the management units of the project under the Basic Payment Scheme for direct payments (agreement CAP), such as SIGPAC. According to current legislation, farmer will be adhered to direct payment legislation in compliance with legal management requirements and the maintenance in good agricultural and environmental conditions, as well as cross compliance.
- Meet agricultural and environmental requirements (statutory management requirements, good agricultural and environmental conditions and cross compliance) in all plots of the farm, whether they receive payments from RBAPS project or not.
- Submit an annual payment claim form to RBAPS Team, including annual assessment of score for each management unit (details will be made available from the RBAPS Team).
- Adhere to all conditions outlined in this document.

7. Measures and actions description

Measures and actions that farmers will be able to carry out in the plots included in the RBAPS project, are related to different managements of herbaceous cover, as well as conservation or improvement of natural and human elements of high value for biodiversity conservation. Agri-environmental measures under RBAPS project will be applied in 2016 and 2017; an evaluation and scoring of each management unit will be carried out. According to previous evaluation, annual payments will be applied to each farmer. Team RBAPS will recommend farmers appropriate measures to apply for each management units under project according to ecological status of management units.

Management units with adequate herbaceous cover have a big ecological interest and it is related to less intensive crop management. The agri-environmental measure includes the herbaceous cover management, to obtain different levels of results related to environmental value of plots. Under this measure, the period of maintenance, characteristics, surface and species richness of herbaceous cover are indicators chosen for their assessment.

Furthermore, natural and human elements conservation in the plots raises the shelter capacity for fauna and flora.

Conservation and improvement option of high environmental value elements of both, natural and anthropic origin, means to conserve or improve the score related to environmental value of the plots.

Under this agri-environmental measure, water ponds with presence of natural habitats and accessible to fauna, isolated trees, edges and patches of natural vegetation, as well as dry stone constructions with abundance of shelters, and bird and bat nest-boxes installation, are the interest elements chosen for the assessment.

8. RBAPS plans

The RBAPS Plan sets out the management units covered by the agreement.

It also includes an indication of the possible management activities which might increase the assessment score and annual payments available on each management unit.

Any capital investments (CI), which have been identified by the RBAPS Team and which may be subject to funding by the Project, will also be included in the plan.

The RBAPS Plan will be reviewed by the Farmer and the RBAPS Team in order to ensure its effectiveness throughout the timescale of the Project.



The RBAPS Plans include maps of each management unit (ecological interest elements) and environmental management recommendations. Besides, they include the following information:

- Geographical information of management units included in the project, on which RBAPS payment will be claimed.
- The relevant set of criteria used to determine the score (see Section 9). Each criteria will be assessed to determine the overall score for the field, which will be included in the plan - criteria may be subject to change over the course of the project and this will be discussed with the Farmer.
- The payment levels associated with each score and management unit. Scoring will be carried out by the RBAPS Team during the year and will determine the payment level for each management unit.
- Advice on management that can be voluntarily undertaken by the farmer to increase the score of a management unit.
- Details of any particular banned activities, if there were, on that management units
- The detail and geographical location of any Capital Investment works identified by RBAPS team and the payment that would be made to the Farmer if works were executed.

As this is a results-based payment, the Farmer has the option of not consider the management advises from RBAPS team, and for this reason he does not receive any penalty (however, if he carries out recommended actions by the RBAPS Team, can improve his score and payment rate), whenever possible ecological value is appropriate at the evaluation process. Besides, eligibility criteria must be met (Section 6). The RBAPS plan is non-transferable except with the consent of the RBAPS Team and subject to meeting the eligibility criteria.

9. Scoring of management units

Each management unit entered into contract under the RBAPS Project will be assessed using a 100 point scoring system, in other words, each management unit will be rated on a scale of 0-100, with 100 being the optimal habitat condition and thus receiving the highest payment.

With a view to ensuring the Farmer fully understands the ecological assessment scoring, and thus payment system, scoring is designed to be capable of being carried out by the participating Farmers themselves following training by the RBAPS Team.

The score decided by the RBAPS Team during the year will be used to determine the payment for each management unit. Farmers will score their own management unit(s), with assistance as requested from the RBAPS Team, as advised during RBAPS Training. An estimated score, determined by the Farmer must be submitted with their payment claim for payment. Each management unit will be scored by both the Farmers and the RBAPS Team in both 2016 and 2017 of the Project.



Details about the score of management units will be explained during the project by the RBAPS Team throughout the training days and enquiries that may arise from farmers.

10. Capital Investments (CI)

The following general conditions apply to actions:

- Only Capital Investments identified in RBAPS Plan and which have been approved by RBAPS Team will be eligible for payment.
- Payment will not be made for actions commenced before the RBAPS Plan has been signed by the RBAPS Team.
- Farmers shall obtain all necessary permissions, including written consents, from the relevant authorities before actions are undertaken. The RBAPS Team will work with Farmers to assist with the processing of consents.
- The RBAPS Team will supply technical assistance and advice throughout the term of the project and farmers should actively engage with the RBAPS Team to ensure the transfer of knowledge between the RBAPS Team and Farmers.

10.1. Improvement of natural elements

Some actions, e.g., scrub control or pond creation are not mandatory, but may in some specific cases increase the assessment score for the management unit. However, it should only be undertaken where agreed with the RBAPS Team.

All lawful methods may be used, with the appropriate approvals where relevant, but Farmers should realize that different methods may result in different assessment scores depending on the condition of the site thereafter. Farmers may wish to take specialist advice from the RBAPS Team before proceeding. Felling licences must be obtained prior to the removal of any scrub, vegetal element or excavation. Natural vegetation should not be cut during the bird nesting season (April-July).

10.2. Improvement of human elements

Improvement of human elements with ecological value involves Capital Investment by the Farmer. The project includes rebuilding of stone walls, dry stone huts, installing nest boxes and other actions that have been agreed with RBAPS Team, provided that the conditions of actions execution previously mentioned are met.

11. Claims and Payment Procedure

Payment claims on an official RBAPS Payment Claim form can be submitted by Farmers after the 1st of October and before the 15th of November in 2016 and 2017. The payment structure is as follow:

Score of Management Unit	0-9	10-19	20-29	30-39	40-49	50-59	60-69	70-79	80-89	90-100
Payment/ha/year	0€	120€	180€	240€	300€	360€	420€	480€	540€	600€

A single annual payment will be carried out to each farmer, which will be the total sum of the amount of the value per each management unit plus the amount of Capital Investment works.

12. Health and Safety and Insurance

Works may, at the discretion of the Farmer, be carried out to maintain or improve the score of management unit(s) into the RBAPS project. If any or all 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 RBAPS Team, the Co-ordinating Beneficiary, the Associated Beneficiaries, Project Partners, the Project co-founders nor the European Commission 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.

13. Definition of "Force Majeure"

"Force majeure" or exceptional circumstances shall be recognized in cases such as the following:

- (a) The death of the farmer.
- (b) Long-term professional incapacity of the farmer.
- (c) A severe natural disaster gravely affecting the holding's agricultural land.

14. Duration of the Agreement

The Agreement shall remain open for review for a period of one (1) month from the date upon which the RBAPS Team and the Farmer sign the Agreement. This date will become the Effective Date. After this one month review period all provisions of the Agreement will come into effect, unless either party decides not to proceed with the Agreement. The Agreement shall be for a period from the Effective Date to the 30th June 2018. Collectively, the RBAPS Project Team and the participating Farmer will review the implementation of the RBAPS Plan if required. This will take place on an annual basis immediately prior to the anniversary of the Effective Date.



15. Dispute Resolution

In the event of a dispute, the party bringing forward the dispute should do so in writing to the other party in a timely manner, outlining the source and nature of the dispute. Any dispute brought to the attention of the RBAPS Team will be recorded and the RBAPS Team will aim to resolve the dispute to the satisfaction of both parties within a reasonable timeframe. Any disputes not resolved by the RBAPS Team will be brought to a sub-committee of the RBAPS Steering Group (comprised of the RBAPS Partners) and additional solutions sought until agreement between both parties is reached. All parties will abide by the outcome of the Steering Group. Parties subject to the dispute cannot sit on the sub-committee of the RBAPS Steering Group.

16. Termination of the agreement

In the event of either party breaching any provision of the agreement without mutual consent, the aggrieved party may seek clarification in writing from the other party through the process of Dispute Resolution, as above. In the event where the process of Dispute Resolution is not entered into or followed by either party, and following a cooling off period of two months, either party may terminate without prejudice the provisions of the Agreement in part or in whole. As the entire Project is designed as a two way learning process between the Project and the participating RBAPS Farmer it is not anticipated that any condition of the Agreement will be subject to termination without first dealing with the matter via an open process of consultation and discussion or through the Dispute Resolution process.