



‘A sustainable Agricultural Plan for the MacGillycuddy Reeks utilising a Collective Farm Management Approach’.

A European Innovation Partnership Project (EIP) for The MacGillycuddy Reeks.

Terms and Conditions document prepared by the MacGillycuddy Reeks Project Team & Operational Group May 2019



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1. INTRODUCTION

The MacGillycuddy Reeks European Innovation Partnership Project aims to improve the sustainability and economic viability of farming in the MacGillycuddy Reeks through the development of practical, achievable actions and innovative solutions to address the issues facing farmers on the Reeks, and to protect the biodiversity of this unique Natura 2000 area.

Landowners on the MacGillycuddy Reeks face increasingly difficult challenges in farming. Farming in this unique upland landscape, encompassing over eight thousand hectares of Natura designated, privately owned HNV farmland, is subject to economically unviable labour-intensive practices, coupled with rising pressures brought about by the largely uncontrolled and unmonitored recreational use by over 125,000 people on the Reeks annually.

Habitats, soils and landscapes of conservation value as well as farm practices in the Reeks are under threat as a result of socio-economic issues (ageing farmer population, smaller family size, poor economic return for effort required etc.) and recreational pressures (dog related worrying of sheep, littering, trampling and erosion damage to habitats and farmland). These issues are exacerbated by ever increasing extreme weather events associated with climate change. In earlier times the farming workforce in upland areas such as this was both younger and more numerous. In recent times the farm model has become increasingly family and farm focused. Within this context labour intense tasks such as scrub control (rhododendron, bracken), cattle husbandry and vegetation management by way of small controlled burns are often abandoned.

This project aims to address the issues through the development of a four-year pilot locally led agri-environmental scheme in a fashion not previously demonstrated. It offers a fresh innovative landscape-based approach rooted in the power of the collective to achieve economies of scale but also making use of technological advances. The proposals outlined follows on from many years of thoughtful discussion within the structures of the MacGillycuddy Reeks Mountain Access Forum and are likely to be of interest elsewhere in Ireland and at international level. The methodology outlined has thus been formulated to enable replication.

By clearly defining and incentivising habitat quality objectives, the MacGillycuddy Reeks EIP Project can help farmers sustain cultural landscapes and support vibrant rural communities. If this can be achieved, we can sustain a place within which people and wider biodiversity can thrive. The MacGillycuddy Reeks EIP is a component of the European Innovation Partnerships initiative under the Rural Development Programme (2014-2020) under the remit of REGULATION (EU) No 1305/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL.

2. DEFINITIONS

- **'Department'** shall mean the Department of Agriculture, Food and Marine and its successors.
- **'Advisor'** shall mean a person or persons who are Farm Advisor Service (FAS) approved and who are contracted by a landowner to devise farm plans for GLAS & for other Dept. of Agriculture payment schemes.
- **'Ecologist'** shall mean the Project Ecologist who will be responsible for providing scientific and technical support in all areas of the project. Key tasks will include developing and overseeing the scientific monitoring programmes, developing and refining the results-based assessments, procuring external scientific support as necessary, analysing and reporting on scientific outputs, and providing ongoing technical support to the public awareness programme.
- **'Individual Annual Work Plan'** shall mean a map-based document produced by the MacGillycuddy Reeks EIP Project Team detailing the habitat types, baseline habitat scores for each land parcel and showing the location and details of actions nominated and agreed for the coming year.
- **'Commonage'** shall mean lands farmed in common, and includes land that is in common ownership. They are included in the Department's commonage container.
- **'Commonage Annual Work Plan'** shall mean a map-based management plan prepared by the MacGillycuddy Reeks EIP Project Team detailing the habitat types, baseline habitat scores for each land parcel within the site, showing the location and details of actions nominated and agreed by the commonage farmers/participants for the coming year.
- **'Site'** shall mean the area of land selected by the MacGillycuddy Reeks EIP Project Team as eligible for assessment under the project. Individual sites will be a minimum of 5ha and a maximum of 20ha.
- **'Commonage Management Plan'** (CMP) shall mean a GLAS management plan prepared by an approved Farm Advisor for commonages, separate to this project.
- **'Commonage Framework Plan'** is an assessment of the vegetation condition of an area of commonage. It outlines required changes (if any) in animal stocking levels. These changes are then passed on to farm advisors for implementation. Framework plans are required for all area of commonage, all SACs and all NHAs.

- **'Contract'** shall mean the contract between the farmer/participant and the MacGillycuddy Reeks European Innovation Partnership Project, under the auspices of the lead partner South Kerry Development Partnership CLG. It shall run from the date of receipt by the MacGillycuddy Reeks EIP Project team of a signed contract until 30th April 2022.
- **'Farmer'** shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons (i.e. registered farm partnership' with a single herd number who have submitted a Basic Payment Scheme Application in the current year.
- **'Farming'** shall include dairy farming, sheep farming, livestock production, cultivation of fodder and tillage crops, and the growing of horticultural crops.
- **'Land parcel'** shall mean a management unit, within the site, whose location and boundaries have been mapped by the project team.
- **'Land parcel score'** shall mean a score calculated for a land parcel using the appropriate scorecard for the habitat as developed by the MacGillycuddy Reeks EIP Project Team.
- **'GLAMS'** shall mean the Generic Land Management Scheme, a mapping system operated by the Department.
- **'GLAS'** shall mean the Green, Low-Carbon, Agri-Environment Scheme approved by the European Commission as a measure in Ireland's Rural Development Programme 2014-2020.
- **'Habitat Scorecard'** shall mean a system developed by The MacGillycuddy Reeks EIP Project Team for assessing habitat quality in different habitats.
- **'The MacGillycuddy Reeks EIP Project'** shall mean the project funded by the Department of Agriculture, Food and the Marine (DAFM) through the European Innovation Partnership initiative (EIP) under the Rural Development Programme 2014-2020. The MacGillycuddy Reeks EIP Project is administered under SKDP (South Kerry Development Partnership CLG), by the project team.
- **'The MacGillycuddy Reeks EIP Project Team'** shall mean employees of South Kerry Development Partnership CLG engaged in the administration of the MacGillycuddy

Reeks European Innovation Partnership Project, consisting of a full-time project manager, part-time project ecologist and part-time administrator.

- **'The Operational Group'** shall mean the group who oversees the project and comprises of South Kerry Development Partnership (lead partner), MacGillycuddy Reeks farmer representatives, National Parks and Wildlife Service, Institute of Technology Tralee, MacGillycuddy Reeks Farm Adviser, MacGillycuddy Reeks Forum rep, Kerry County Council and local community group representatives.
- **'The Operation Sub Group'** shall mean the Operational Group without the farmer representatives.
- **'Action'** shall mean work/s carried out by individual participant/commonage participants, as agreed in their annual work plan, under both intervention 1, 2 and supporting measures and can include the following: treatment & removal of rhododendron, bracken control, scrub removal, controlled burning etc.
- **'MacGillycuddy Reeks Collective Spraying Group'** shall mean a locally based group of farmers and/ or members of the wider community as required who have completed the mandatory pesticide training course in spraying and practical training in the treatment of rhododendron.
- **'The Killarney National Park, MacGillycuddy's Reeks and Caragh River Catchment SAC and pNHA'** shall mean the Special Area of Conservation designated for Annex I habitats & Annex II species and Proposed Natural Heritage Area under the Wildlife Acts 1976 & 2000.
- **'Improved grassland'** shall mean intensively managed or highly modified agricultural grassland that has been reseeded and/or regularly fertilised with chemical fertilisers.
- **'Lease'** shall mean a term of absolute possession of the holding by the lessee from the commencement of the contract.
- **'Natura 2000'** shall mean land designated under the Directive 79/409/EEC and Directive 92/43/ECC (Birds and Habitat Directive).
- **'Participant'** shall mean the farmer that is participating in the MacGillycuddy Reeks EIP project.
- **'Qualifying Land'** shall mean selected parcels of land suitable to be scored under intervention one (performance/results-based intervention) and intervention two

(action-based interventions) and considered for payment. It excludes buildings (and their curtilage) and all land outside of selected parcels. Land must be declared on the current BPS (Basic Payment Scheme) application.

- **'Transfer'** shall mean the lease or sale or actual inheritance or anticipated inheritance of land.
- **'Intervention one'** shall mean a performance/results-based intervention using the developed scorecards to record improvements to the quality of the habitats.
- **'Intervention two'** shall mean action-based interventions whereby participants are paid to improve the environmental condition of their farm through carrying out agreed actions contained in their annual work plans, individual/commonage- which ever applies.
Intervention two includes the following:
 - Scrub removal including rhododendron, gorse, and bracken. The techniques used will be tailored to the site and may include spraying, cutting and trampling with livestock.
 - Controlled burning.
- **'Supporting actions'** will be measures that will help prevent further erosion, trampling of the habitats, raise awareness and will be open to the farmers/participants or wider community if the farmers choose to nominate others to carry out this work. They include:
 - Landowner ranger.
 - Path definition.
- **'Supplementary habitat actions'** will be measures to support and incentivise farmers/participants to improve the land parcel score under intervention one.
- **'Administration payment'** shall mean an annual payment made to participants/farmers to cover their time in completing relevant paper work, facilitate public information days, meeting with the MacGillycuddy Reeks Project Team etc., payable at a rate of €12.50 per hour, subject to a maximum of 20hrs in any one year.

3. THE MACGILLYCUDDY REEKS EIP PROJECT OVERVIEW

The MacGillycuddy Reeks EIP Project was established to develop an incentivised system for improving agricultural and environmental management of uplands. The project is based on actions undertaken by the farmer/participant and on performance in reaching environmental goals, measured through land parcel assessments, using scorecards to record

changes. It will be delivered on the ground by the MacGillycuddy Reeks Project Team which has been appointed through competitive interview process (hereafter 'The MacGillycuddy Reeks EIP Project Team').

The project will be overseen by an Operational Group composed of representatives from: South Kerry Development Partnership CLG, landowner/farmer representatives, Crowley Consultants-local farm advisory service, Tralee Institute of Technology, Kerry County Council, National Parks and Wildlife Services, a community representative and a representative from the MacGillycuddy Reeks Mountain Access Forum.

The MacGillycuddy Reeks EIP Project operates on the basis that payments are for the habitat and actions delivered during each twelve-month period. All payments are based on the habitat quality and the actions carried out and delivered.

The delivery of The MacGillycuddy Reeks EIP Project is supported by three types of payments:

- A results-based payment-intervention one,
- An action's-based payment-intervention two,
- A supporting actions payment.

The MacGillycuddy Reeks EIP Project is independent of GLAS, participation in the project is not linked to GLAS participation, all payments through The MacGillycuddy Reeks EIP Project are separate (and in addition to) GLAS. They form part of a package of supports available to farmers in The MacGillycuddy Reeks EIP catchment area that also includes the BPS, ANC and GLAS schemes.

4. OBJECTIVES

The primary objectives of The MacGillycuddy Reeks EIP Project are:

Objective 1

To enable and support landowners to continue upland hill farming through development of sustainable agricultural management practices on HNV farmland in the MacGillycuddy Reeks and to support the long-term economic viability of hill farming in the Reeks.

Objective 2

To develop, in collaboration with landowners innovative management interventions for the preservation, restoration and enhancement of upland habitats in a farmed, HNV landscape.

Objective 3

To provide a mechanism to create a positive outreach programme and to prevent further habitat damage due to increasing recreational pressures on the Reeks through the formation of a landowner ranger system and trail maintenance and definition works.

Objective 4

To improve the conservation status of Annex I heath and bog habitats, in the MacGillycuddy Reeks.

5. LAND ELIGIBILITY FOR THE MACGILLYCUDDY REEKS EIP PROJECT

All lands contained within the MacGillycuddy Reeks catchment area (as shown in Figure 1) This stretches from the Gap of Dunloe road in the east, to Glencar, including Lough Acoose in the west (the area inside the third-class road being the boundary), and from the Kerry Way in the south to the third-class road (known locally as the Board of Works road) in the northern foothills of the Reeks.

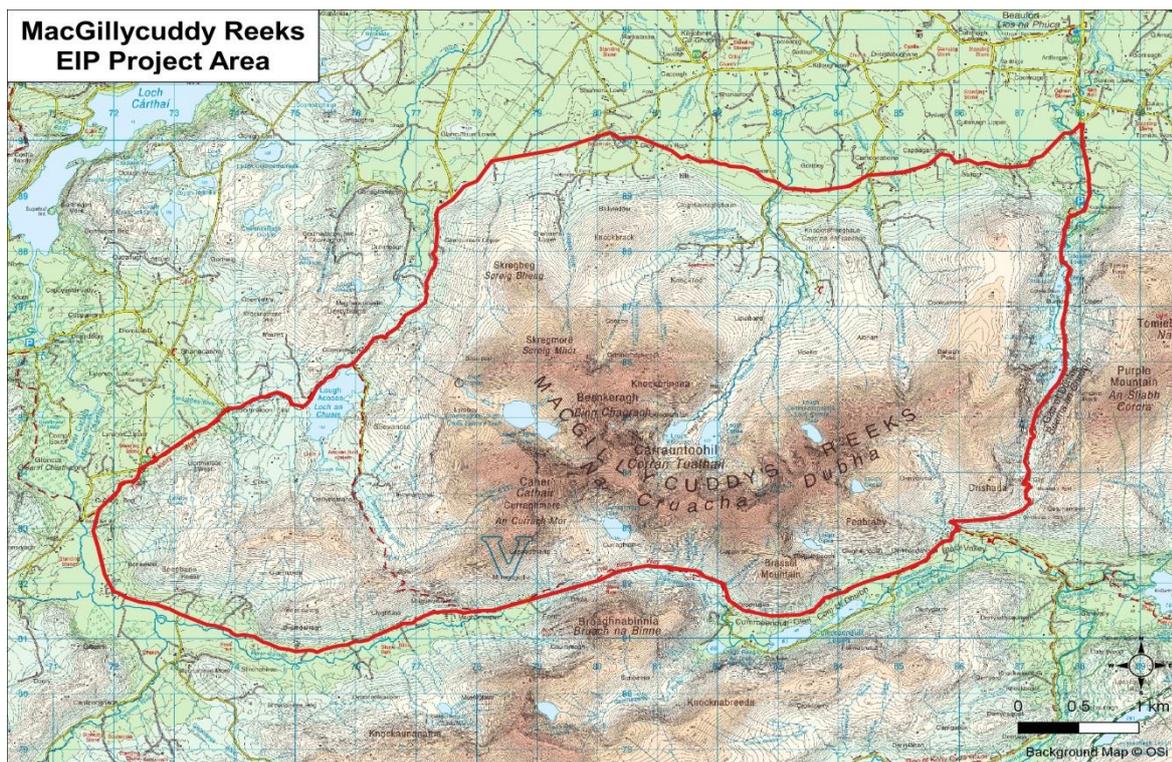


Figure 1: Map showing area to be considered for MacGillycuddy Reeks EIP project.

6. ELIGIBILITY CRITERIA

To be eligible for The MacGillycuddy Reeks EIP farmers must be:

- 18 years of age, or over, on the date an expression of interest is received by the MacGillycuddy Reeks Project Team.

- An active farmer, the farmer must have submitted a current application for the Basic Payment Scheme which includes a declaration of all lands farmed. This is required in each year of the participant's contract.
- Farming at least one parcel containing qualifying lands within, or partially within the boundary contained in section 5, Figure 1.

7. APPLICATION PROCEDURE

The farmer applies to the Project by submitting an '*Expression of Interest*' form (Appendix 1 & 2) EOI 1 or EOI 2 or both, if applicable), and '*Data Consent*' Form (Appendix 3)

The submission of this/these form/s authorises the MacGillycuddy Reeks Project Team to include the farmers land for consideration and participation into the project. It also gives consent to the MacGillycuddy Reeks Project Team to enter onto lands to carry out assessments to determine suitability for the project.

8. SELECTION CRITERIA

All farmers who submit an expression of interest (EOI 1/EOI 2) will be considered for the project. The project ecologist and project manager will walk each landholding (private & commonage) to assess the potential and suitability of the land for the project, using the criteria set out in Appendix 4 for commonages/grazing rights or Appendix 5 for private landholdings, or both, if applicable, using the scoring criteria with those scoring highest being selected to participate in the project.

Private holdings: The project ecologist and manager will meet with each applicant 'on site' i.e. the farmers land to assess if the land has the identified targets for the project and assess their willingness to participate, knowledge of issues etc.

Commonages/Grazing rights: The project ecologist and project manager will walk the commonages/grazing rights without the shareholders to assess if the land has the identified targets for the project and will then hold commonage/grazing right interviews/meetings to assess their willingness to participate as a group, knowledge of issues etc.

9. THE MACGILLYCUDDY REEKS EIP PROJECT ANNUAL WORK PLAN (INDIVIDUAL/COMMONAGE/GRAZING RIGHTS)

The MacGillycuddy Reeks EIP Project is a European Innovation Partnership Project. It is a pilot project and as such all aspects of the project are subject to change in response to participant feedback and project monitoring.

- a. **Parties to the contract:** The MacGillycuddy Reeks contract is between South Kerry Development Partnership CLG and the participating farmer.

- b. **Contract offer:** The MacGillycuddy Reeks EIP Project Team will select farmers/participants after carrying out an assessment and scoring of the farmer's lands and with approval from the Sub Group of the Operational Group. Successful applicants will be offered a contract for inclusion in the MacGillycuddy Reeks EIP Project. This must be signed by the applicant and returned to the MacGillycuddy Reeks Project Team.

Applicants should note that a contract offer (Appendix 8) and a MacGillycuddy Reeks Annual Work Plan will be issued to successful applicants. The contract must be signed by the applicant/s and returned to the MacGillycuddy Reeks Project Team within one month of the date of offer. The work plan will be issued after a baseline assessment is carried out.

- c. **Lapse of Contract Offer:** If a signed contract is not returned to the MacGillycuddy Reeks EIP Project Team within one month of being issued the offer will lapse.
- d. **Contract Duration:** The Contract shall run from the date that a signed contract is received by the MacGillycuddy Reeks EIP Project Team until 30th April 2022, unless the Dept. of Agriculture, Food and the Marine extend the MacGillycuddy Reeks Project and both parties are agreed on any proposed extension to this period.
- e. **Transfer of Contract:** The Contract is not transferrable, except in cases where the selected land parcels are transferred to a new owner in their entirety. In these cases, the new owner may opt to continue with the contract.
- f. **Withdrawal from Contract:** The participating farmer is free to withdraw from the contract after one month's notice in writing to the MacGillycuddy Reeks EIP Project Team. No further applications for payment will be considered after the receipt of this notification.
- g. **Termination of Contract:** The Contract may be terminated in the event of failure to complete work as per the agreed annual work plan or fraudulent claims for payment.

10. RESULTS-BASED (HABITAT) PAYMENTS - INTERVENTION 1

The regulations that govern the operation of the MacGillycuddy Reeks EIP Project do not permit direct area-based payments in the same manner as more traditional agri-environment schemes. Payments to farmers/participants under this intervention are based on habitat quality score earned at land parcel level. This will be determined using the habitat

scorecard developed by the MacGillycuddy Reeks EIP Project Team. The habitat quality relates to specific quantitative and qualitative environmental attributes which reflect habitat condition and landscape value/ richness of biodiversity. The same approach will be used for commonage and individual land parcels.

Individual land intake will be a minimum of 5 ha and a maximum of 20 ha. The size of the commonage sites will be defined by the number of farmers in the commonage and will allow 20ha per commonage farmer/participant.

- a. **Land Parcel Score:** This is determined by trained MacGillycuddy Reeks Project Team Members using the habitat scorecard (Appendix 10). Each land parcel will be scored out of 100, where a score of 60/ 100 will equal 6 on the payment scale, and a score of 70/100 will equal a score of 7 on the payment scale. No Payment will be allocated in respect of lands with a score of 3 or less. Land Parcel Scores are converted into a results-based payment as outlined in Table 1.

Table 1: Habitat scores and corresponding payments

Habitat score	€ Euro per ha
0-3	0
4	40
10	100

- b. **The baseline habitat score** for each land parcel will be determined by the project team at the outset and will be detailed on the annual work plan. The land parcel will be assessed on an annual basis by the project team to monitor changes in habitat condition. As payments are results-based, the payment for each land parcel will be reviewed annually and adjusted accordingly to take account of changes in the land parcel score.
- c. **Supplementary habitat actions:** Additional payments will be made for supplementary habitat actions which will provide further support and incentive to the farmer/participant to improve the habitat score for a given land parcel. These actions will focus on managing grazing levels. Where necessary the farmer/participant will carry out regular herding of livestock and/ or provide feed/ mineral licks in specific areas to encourage targeted grazing at required locations and to minimise impacts of overgrazing in other areas as required.
- d. **Cross checks** will be carried out to ensure issues do not arise with double payments from other projects- e.g. GLAS, Kerry LIFE, Fresh Water Pearl Mussel project etc. or other projects that may arise over the next number of years. All farmers/participants will have a duty to disclose details of other projects (project plans) they are

participating in to the Project Team to facilitate these cross checks. Failure to do so may result in expulsion from the MacGillycuddy Reeks EIP Project.

11. ACTIONS BASED PAYMENTS - INTERVENTION 2

This is an action-based intervention, whereby the farmers/participants aim to improve the environmental condition of their farm holdings through the implementation of actions from agreed individual/commonage participant annual work plans.

11.1. Controlled Burning.

- 11.1.1. It is proposed to pilot the controlled burning of small strips of land parcels on an annual cycle to regenerate heathland dwarf shrubs for their conservation and agricultural value where required. Controlled burning will also be carried out in areas where bracken/ferns were treated and a dense litter layer remains prior to reseeded with locally sourced heather.
- 11.1.2. It is proposed to formulate a controlled burning working group to include farmers, NPWS, the Fire Service, Coillte, and DAFM officials. Methodology will be as outlined in the DAFM document ('Prescribed Burning Code of Practice – Ireland'). Following on from this, protocols will be established and sustainable 'Burn Plans' developed for subsequent years. Training will be mandatory for any participants/commonage groups that need to carry out a burn and can only be undertaken within the legal burning timeframe. Burns will be kept small, to achieve the desired treatment effect and avoid soil and seed bank damage, and in accordance with the provisions of the Wildlife Act 1976 & 2018.

11.2. Scrub removal.

- 11.2.1. **Bracken (Ferns):** It is proposed to address bracken, following site specific assessments, by a combination of targeted spot spraying and re-introduction of suitable domestic breeds as a follow up physical control. Importantly, such treatment will only be supported by the project where commitments to long-term management other than chemical control are given.

- 11.2.2. The payment will be sufficient to cover the relevant cost associated with this action: purchase of spray, additional costs to maintain cattle on site, electric fencing, and supplementary feeding requirements. Participants/Farmers will not be required to maintain or keep cattle on an ongoing basis unless they wish to do so. Participants/Farmers will be required to keep the cattle on the specified land parcel for the period as set out in their annual work plan. The participant/farmer will be required to monitor the cattle on an ongoing basis to safeguard animal welfare and will commit to moving the cattle as and when required.
- 11.2.3. Spraying will only be permitted if identified in the annual farm plan, together with approval from NPWS. Participants/Farmers undertaking spraying must have the approved spraying course completed and/or use the MacGillycuddy Reeks Collective Spraying Group for spraying. Work should be undertaken according to the time scale contained within the Annual Work Plan.
- 11.2.4. The participant/farmers will be responsible for sourcing all materials and stock to implement the measures contained in their Annual Farm Plan. The participant/farmers will also be responsible for all bovine testing/insurance etc. for them to be compliant with the relevant legal requirements.
- 11.2.5. Some reseeding of treated bracken stands using locally sourced heather seed will be carried out on an experimental basis. Where this is proposed, the area may be burned (only if contained in annual work plan) following treatment of the bracken to remove dense litter prior to reseeding. The seed will be sourced from other sites within the reeks which have mature heather stands that would benefit from some cutting.
- 11.2.6. **Rhododendron:** It is proposed to control and where possible eradicate rhododendron from sites where it has become established. This will be undertaken as per the methodology developed in the adjoining Killarney National Park and will involve a combination of stem injection, foliar spraying of regrowth and hand pulling depending on the age, location and density.
- 11.2.7. The work will be carried out by participants/farmers in the MacGillycuddy Reeks catchment area and/or working with

members of the MacGillycuddy Reeks Collective Spraying Group as required (in areas with extensive rhododendron). Where a collective group is used the participant/farmer will be required to keep a record of collective groups work by completing the 'Collective Group Record Sheet' Appendix 11, co-signed by the workers, on a daily basis. The participant/farmer whose land has been treated will submit the 'Collective Group Record Sheet' and a 'Declaration of completed action and claim for payment form' - (Appendix 13) to the Project Team for checking, confirming in writing that the works have been completed. The participant/farmer will then make payment to members of the collective group as required.

11.2.8. Gorse: It is proposed to control gorse (*Ulex europaeus*) on sites where it has become problematic, overly dominant and is invading the large areas of heath or bog. Gorse provides valuable shelter for livestock and important habitat for wildlife and it is not considered necessary/desirable to tackle small patches.

11.2.9 Treatment will involve cutting the gorse bushes to the base and targeted application of suitable herbicide to cut stems. The work will be carried out by the farmers/participant in the Reeks catchment area, and/or working with members of the MacGillycuddy Reeks Collective Spraying Group as required.

11.3. Cutting mature heather

11.3.1 Cutting of mature heather by hand will be carried on sites where some areas of heather are in a mature/ degenerate stage and the stands would benefit from new growth but where burning could be detrimental to the plant communities present. This heather will be cut by hand between October and January to harvest seed which can then be used in areas proposed for reseeding following the treatment of bracken/ferns.

12. SUPPORTING ACTIONS

12.1 Landowner Ranger System.

12.1.1 This action aims to enable farmers in a collective manner, to take a level of control in the management of recreational activity on their

lands. The proposal aims to establish a body of 'high visibility' farmer rangers to manage the recreational pressures from increasing numbers of people accessing the Reeks. All farmers involved in this action will have to participate in targeted training before commencing this action. The increased recreational pressure on the Reeks has led to areas of habitat becoming eroded and despite a widespread signage and media campaign has also seen an increase in the number of people bringing dogs onto the hills, which is detrimental to the objectives of the project.

- 12.1.2 Farmers on the principal access routes will be required to avail of training to carry out this action. *Training will include:* Leave no Trace- with focus on the importance of staying on the main 'paths', information on why dogs are banned, upland farming and wildlife, personal safety, map reading, habitats and fragility of environment, welcoming responsible recreational users etc.
- 12.1.3 If a farmer chooses not to become a 'ranger' s/he may nominate another person by completing the relevant nomination form (Appendix 6) and submitting it to the Project Team. Nominees will also have to avail of training to participate in this action.
- 12.1.4 Payment will be based on an hourly rate of €14.50 and will be made monthly. Rangers will be assigned to each access point and each ranger will be required to conduct surveys with members of the public. The rangers will have to complete a Monthly return sheet and Monthly timesheet at the end of each monthly period and submit to the project team for checking, before the 15th of the following month. Rangers will be subject to random spot checks by the EIP Project Team. Non-attendance by ranger/s at assigned access point on two or more occasions without prior notice to the Project Manager will result in the cancellation of the memorandum of understanding and the ranger will be replaced.

12.2 Trail maintenance and definition.

- 12.2.1 Recreational pressure in the MacGillycuddy Reeks has resulted in the loss of vegetation, habitat and soil and the outward spreading of a damaged or degraded zone within a sensitive upland environment. This proposal aims to reverse damage using light touch trail definition and maintenance work in a manner which could be replicated throughout Ireland and Europe in sensitive upland areas where

recreational usage is causing loss of vegetation, soil and habitats and reducing the quality of farmland. It does not seek to address damage in areas where capital path building works are required. Rather it seeks to carry out the minimum amount of work necessary to keep people on the path lines and to reduce the width of the path lines to a minimum. This technique places great emphasis on creating natural looking features and is a dynamic approach.

Light touch trail definition and maintenance works are particularly suited to high or wild landscapes, where the ground conditions allow, or where the path line is highly visible. It represents ongoing management of a path, rather than a one-off, capital-intensive approach and in keeping with international best practice keeps construction to a minimum.

- 12.2.2 Farmers/landowners who have appropriate path restoration training will carry out this work, in line with best practice. A payment of €5.70 per metre has been agreed as part of this action, with a target of 10km. A detailed schedule of work will be compiled by the Project Team for each section of work required. The farmer/landowner will complete the assigned work and then submit the signed Path Definition & Maintenance-Schedule of works form to the Project Team for checking and verification. Only when one section of work is completed by an individual can another section begin by that individual.

13. ADMINISTRATION PAYMENT

An administration payment will be made to each farmer/participant to cover completion of paperwork (commencement of work sheets, environmental risk assessment, claim forms etc.) and the time spent meeting with EIP project staff to discuss issues on site and agree actions outlined in the work plan as well as ongoing liaison with staff as required. This payment will be an annual payment, paid at a rate of €12.50 per hours, paid as part of the overall payment due, subject to a maximum of 20 hours, and may vary each year, depending on the amount of time associated with each task.

14. RATE OF SUPPORT

Support for actions which directly enhance The MacGillycuddy Reeks annex 1 habitats and High Nature Value farmland will be 100% funded, subject to available budget.

15. APPROVAL OF PROPOSED WORKS

Actions must not commence until the contract is signed and approval is issued from the MacGillycuddy Reeks EIP Project Team. This is required to ensure that proposed actions can be cross checked and agreed with appropriate bodies-NPWS, KCC, farm advisors etc., screened for appropriate assessment and checked to ensure no double payment with other agricultural payments/schemes.

The MacGillycuddy Reeks EIP Project Team will assist the participant/farmer with obtaining required consents from regulatory bodies. However, it remains the applicants' responsibility to ensure that work plans are strictly adhered to and any necessary statutory requirements are met i.e. bovine testing, animal welfare etc. The MacGillycuddy Reeks EIP Project Team may amend, attach conditions, or modify a proposed action if:

- It is considered that the proposed action is not delivering worthwhile environmental benefits or is not possible to follow the specifications for that action.
- The proposed action could cause damage to an existing habitat.
- The proposed action could cause damage to an archaeological site.
- The proposed action could become damaging to a Natura 2000, Natural Heritage Area or proposed Natural Heritage Area site.

16. PAYMENT FOR ACTIONS

Payment for actions will be made following submission of completed return sheets by the farmer/commonage secretary and checks by the EIP Project Team that the works have been delivered as outlined in their annual work plan/s. In the case of fencing/spraying, payment of 40% will be made in advance with the remaining payment being made after works have been checked and completed. For other actions payment will be made after works have been carried out and checked/verified by the EIP Project Team.

17. RETENTION OF EQUIPMENT

Equipment must be retained by the farmer/participant for the duration of the contract unless prior written consent has been given by the MacGillycuddy Reeks EIP Project Team for its disposal.

18. ACTIONS ON COMMONAGE LAND/GRAZING RIGHTS

Payments can only be made for actions on commonages where all the successful MacGillycuddy Reeks EIP Project farmers/ participants on the commonage agree to them. The MacGillycuddy Reeks EIP Project will support groups who wish to work together to

deliver actions on commonage lands. While co-operative actions will be encouraged and supported, they are not compulsory.

19. NOTICE OR INTENTION TO CARRY OUT ACTION BASED INTERVENTION

Participants/Farmers must notify the MacGillycuddy Reeks Project Team a minimum of two weeks in advance in writing, by completing the '*Intention to carry out work form*' (Appendix 12) of their intention to carry out actions and the proposed start date.

20. REVIEW OF ANNUAL WORK PLANS

All farm/commonage/grazing rights plans will be reviewed and possibly amended on an annual basis.

21. PAYMENT CLAIMS

21.1. Intervention 1: Results based (habitat) payments

20.1.1. Results based (habitat) payments will be made annually in November following assessment of the habitats by the Project Team, and completion of the relevant scorecard. The MacGillycuddy Reeks Project Team will assess the habitat quality on an ongoing basis over the contract period for individual and commonages/grazing rights, with scoring being undertaken during May to September.

21.2. Intervention 2: Actions based payments

21.2.1. Claims for payments will have to be submitted within two weeks of carrying out work and completing the claim form '*Declaration of completed actions & Claim for payment form- Private Individual Land*' (Appendix 13).

21.2.2. In the case of commonages/grazing rights a '*Declaration of completed actions & Claim for payment form-Commonages*' (Appendix 14) will have to be completed, submitted by the secretary of the group, signed by ALL the participants within two weeks of carrying out the work. The Collective Group Record Sheet will also need to be completed and submitted where the MacGillycuddy Reeks Collective Spraying Group has been employed by the farmers/participants. The proportion of payment due to each participant in the commonage/grazing rights must be clearly stated on the claim form.

21.3. Supporting actions payments:

21.3.1. Landowner rangers will be required to complete and submit a signed *Timesheet* form along with completed surveys and records of interactions form on a monthly basis, by the 15th of the following month.

21.3.2. Path restoration/definition participants will be required to complete and submit a signed '*Path Definition & Maintenance-Schedule of works*' form when the work set out has been completed.

21.4. Late claims

Late claims will not be accepted. ¹

¹Due to the seasonal issues affecting the assessment of habitats, late claims cannot be accepted. Due to budget restraints all forms will have to be submitted on time to allow for processing.

22. VERIFICATION OF PAYMENT CLAIMS

The MacGillycuddy Reeks Project Team will make use of Basic Payment Scheme data provided by the Department of Agriculture, Food and the Marine to determine the lands on which payment is claimed are being farmed by the participant in the current year.

22.1 Results based payments:

22.1.1 Results based payments: These will be determined and verified by the Project Team using habitat scorecards on a seasonal basis (summer months).

22.1.2 Results based Habitat Assessment: Habitat scores are based on the habitat found on the date of the habitat assessment. If the habitat is absent or damaged due to recent uncontrolled burning, land improvement or other factors it cannot be paid for. This is not a question of fault, it is because this is a results-based scheme and payment must be related to the value of the habitats present.

22.1.3 Results based habitat audit: 10% of land parcels will be subject to audit by a second assessor.

22.1.4 Changes to results-based scores: If the audit demonstrates that the habitat quality is different to the initial assessment the score will be revised accordingly.

22.1.5 **Commonage:** The results-based habitat score will be the score for all participants on the commonage.

22.1.6 **Action based activities/work audits:** Action based activities/work audits will be carried out by the MacGillycuddy Reeks EIP Project Team. Audits can be carried out at any time during work, following completion of work, and after the submission of a claim for payment².

²*The MacGillycuddy Reeks Project Team will be carrying out ongoing audits throughout the duration of the project without advance notice.*

23. ISSUING OF PAYMENTS

Payments will be made by electronic funds transfer.

- Payments for actions-based interventions and supporting actions will be made once administrative (including on site audits of claims) checks are complete.
- The payment process in respect of results-based habitat assessments will commence in November each year.
- To facilitate the issue of payments, farmers/participants must inform the MacGillycuddy Reeks EIP 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 7).
- The MacGillycuddy Reeks EIP Project may be required by the Dept. of Agriculture, Food and the Marine to deduct sums from annual payments towards the settling of debts owed by the participant to the Dept. of Agriculture, Food and the Marine.

24. PENALTIES/NON-PAYMENT

The only penalties that apply in the project are in respect of:

- 24.1 Carrying out of unauthorised actions not listed on the Annual Work Plan e.g. Burning, spraying etc. which will result in the immediate expulsion from the project.
- 24.2 Non-attendance at training – TRAINING is mandatory- if training is not attended, respective actions cannot be carried out, or paid for, unless evidence is given of training already being completed.
- 24.3 Payment Over claim. Where actions that are not delivered, or are only partially delivered, the payment will be based on the value of the actions found, less the over claimed amount. The correction can be applied to any payment due to the participant.

25. TERMINATION OF CONTRACT

In cases of fraudulent, serious, repeated over claims for payment, or work NOT carried out, the Project Team can terminate the contract. Where the farmer/participant has not submitted a claim for payment within the agreed timeframe, the MacGillycuddy Reeks Project Team may deem a contract as abandoned. After one months' notice in writing to the farmer/participant the Project Team may terminate an abandoned contract. Farmers/participants will have the right to appeal as contained within section 32.

26. 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.

27. DEPT. OF AGRICULTURE, FOOD AND THE MARINE AUDIT

The Dept. of Agriculture, Food and the Marine will carry out additional audits and controls on the MacGillycuddy Reeks EIP Project, which may include administrative and on-farm inspections. Farmers will be required to facilitate these audits.

28. PARTICIPANT TRAINING

Farmers and other participants will be required to attend training courses offered as applicable to their work plan. There is no charge for training courses. Attendance at training courses is incorporated into the project payments. Specialist courses may be provided by the MacGillycuddy Reeks EIP Project Team and outside experts to relevant participants on Controlled Burning, landowner ranger initiative, Hand Held Pesticide spraying, Rhododendron removal and treatment, trail maintenance and definition, Upland Habitats etc. Successful farmers into the project or participants who attend a specialist training course will be paid 100 euro per day/€14.50 per hour by the MacGillycuddy Reeks EIP Project.

29. FARM ADVISORS

Local farm advisors will be invited to attend a briefing and training on upland habitat assessments, where they will be given an overview of the scoring system and advised of the project objectives and measures. The MacGillycuddy Reeks EIP Project is not responsible for the actions of advisors.

30. RIGHT OF ENTRY

Farmers/participants confirm the right of the MacGillycuddy Reeks EIP Project Team and Department of Agriculture, Food and the Marine personnel to make such visits to their lands

as are necessary for the monitoring of the habitats, action-based interventions or the verification of payment claims.

31. APPEALS

Farmers/participants have the right to appeal decisions made by the MacGillycuddy Reeks EIP Project in respect on parcel scores and claims for payment on actions. A farmer who wishes to make an appeal must notify the Project Manager in writing within one month of the disputed decision. The appeal will be considered by an Appeals Committee.

The Appeals Committee will consist of:

- Members of the sub-group of the operational group.
The Appeals Committee will seek to decide on any appeal within one month.
- External appeals process: An external appeals officer will be appointed who will carry out an external appeal should the participant request a further appeal³

³There is no right of appeal to the Agriculture Appeals Office, as that office can only consider appeals in respect of a decision of an Officer of the Dept. of Agriculture, Food and the Marine.

32. FORCE MAJEURE

The farmer/participant or a representative of their estate must notify the MacGillycuddy Reeks Project 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 farmer/participant.
- Long term professional incapacity of the farmer/participant.
- Expropriation of a large part of the holding, if such expropriation could not have been anticipated on joining the MacGillycuddy Reeks EIP Project.
- A natural disaster affecting the holding's agricultural land⁴
- The accidental destruction of livestock buildings on the farm.
- An outbreak of disease affecting all or part of the livestock on the farm.
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

⁴ Fires. Uncontrolled fires, accidental or otherwise, will not be included.

**Payment will only be made in the above circumstances for completed/partially completed works relevant to the current years' work plan.*

33. DEROGATIONS

- 33.1. 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 deliver a conservation benefit.

- 33.2. Specifications: Applications for a derogation from the specifications for an action must be in writing and must accompany the Annual Work Plan requesting approval for that action.

34. CHANGES TO CONTRACT

- 34.1. The MacGillycuddy Reeks EIP Project Contract can be amended for the following reasons;
- Death of a farmer/participant.
 - A change in land ownership.
 - Extension to farmer/participants contract duration where approved by the project.

Note: Additional rented or leased lands not declared in 2019 will not be paid on.

- 34.2. Withdrawal from the Contract. The farmer/participant can withdraw from the project after one months' notice in writing to the Project Manager. No further payment claims will be accepted after such notice is received. There will be no clawback of moneys paid to date in the case of withdrawal from the project.

35. MACGILLYCUDDY REEKS EIP PROJECT TEAM

The MacGillycuddy Reeks locally led agri-environmental EIP project is a partnership consisting of:

- The Project Team-employees of South Kerry Development Partnership CLG, consisting of a project manager, project ecologist and project administrator, responsible for some training, preparation and monitoring of farm plans, habitat assessments and project administration.
- The Operational Group comprised of South Kerry Development Partnership (lead partner), MacGillycuddy Reeks farmer representatives, National Parks and Wildlife Service, Institute of Technology Tralee, MacGillycuddy Reeks farm advisor, Kerry County Council and local community group representatives will oversee the project, and will support the dissemination of learnings from the project.
- The sub-group of the Operational Group is the Operational Group without the farmer representatives who will meet to select landowners for the project and act as the appeals committee.
- South Kerry Development Partnership CLG is the contract holder with The Dept. of Agriculture, Food & the Marine for this EIP project and will have ultimate responsibility for the overall governance of the project, including its legal, financial and operational governance.

All correspondence for the project is to be sent to the below address:

The MacGillycuddy Reeks Project Office is based in:

The Old Barracks,
Beaufort Village,
Killarney,
Co. Kerry

36. INFORMATION AND DATA PROTECTION

Data concerning individual farmers will only be used for the purpose that it was collected and will be kept confidential. Where a signed contract is not returned to the MacGillycuddy Reeks Project within one month of the offer, the applicants file on the GLAMS mapping system will be deleted.

- The MacGillycuddy Reeks Project will, as part of its reporting obligations to the Dept. of Agriculture, Food and the Marine, inform the Department of payments made to individual farmers.
- The MacGillycuddy Reeks Project reserves the right to use anonymised scientific data for recording, research and training purposes.
- The MacGillycuddy Reeks Project reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, publicity, research and training purposes. No images of a farmer will be used for publicity or training purposes without the consent of the farmer.
- The partners to this Agreement agree to comply with the provisions of the Data Protection Acts, 1998 & 2003 and General Data Protection Regulations 2018.

37. FURTHER CONDITIONS

The MacGillycuddy Reeks Project may amend the Terms and Conditions Document at any time. Any such amendment will be published on the MacGillycuddy Reeks Project Website (www.macgillycuddyreekskerry.com) and farmers/participants notified in writing.

Farmers/participants are responsible for their own actions and the actions of contractors and others involved in the provision of services to them, or those involved in carrying out works on their farm. Farmers/participants are required to have Public Liability Insurance and Employers Liability Insurance in cases where they are using contractors or the MacGillycuddy Reeks Collective Group to assist with completing actions on the Annual Work Plan.

38. INTERPRETATION

The MacGillycuddy Reeks Project may expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the Programme.

Appendix 2: Expression of interest form- Non commonages

I



EUROPEAN INNOVATION PARTNERSHIPS

A Sustainable Agricultural Plan for the MacGillycuddy Reeks
utilising a Collective Farm Management Approach

Expression of Interest Form

for

Non-Commonage Farms

Closing date: 2nd November 2018

Return to:
BIP Project Office
South Kerry Development Partnership CLG
Scaulfort Village
Killarney
Co Kerry



Name: _____
Address: _____
Telephone: _____
Email address: _____
Townland of uplands: _____
Upland Area: _____

Please note: if you need assistance with completing this form please contact Trisha at

(087) 2051054

Your Upland Area Details

Briefly describe your upland area under following headings;

Approximate stock numbers grazing on the uplands:

Area claimed for:

SP: _____

GLAS: _____

Appendix 3: Individual Data Consent Form

Appendix 5: Selection Criteria for private holdings

MacGillycuddy Reeks European Innovation Partnership Locally Led Scheme					
Selection Criteria for private landholdings					
Landowner name:			Contact number:		
Willingness to participate in scheme (commitment demonstrated through contact with EIP Project)	Active herd owner	Training/ ability to get work done	Landowner Awareness/knowledge of issues with landscape	Speak publically/ facilitate events	Are Landowner issues key priorities/targets for our project
1. Walk through farmland with ecologist (5 marks)	1. Active herd owner (Pass/ Fail)	1. Willingness to carry out actions & attend training (0-8 marks)	1. Designation (0-2 marks) 2. Habitats/species (0-2 marks)	1. Willingness to speak publically about project (0-5 marks)	1. Rhododendron (0-10 marks) 2. Bracken (0-10 marks)
2. Attendance at a landowner meeting (4 marks)		2. Ability get work done(0-7 marks)	3. Recreation (0-2 marks) 4. Farming (0-2 marks)	2. Facilitate events on land (0-5 marks)	3. Habitats (Diversity/Quality) (0-15 marks) 4. Good example for project or potential for habitat enhancement (0-10 marks)
3. Pre-form contact (3 marks)			5. Threats/issues (0-2 marks)		5. Burning (0-5 marks)
4. Completeness of Expression of Interest form (3 marks)					
/15 marks		/15 marks	/10 marks	/10 marks	/50 marks
Total Score: /100 marks					
Recommendations:					
Willingness to carry out actions and attend training (1 mark/action): 1) Strimming/Spraying 2) Rhododendron clearance 3) Introduction of cattle 4)Temporary fencing 5) Changes in stocking density 6) Burning 7) Path definition 8) Landowner ranger					
Habitat Diversity (10 Marks): 1) Wet Heath (2 marks) 2) Dry heath (2 marks) 3) Bog (2 marks) 4) Acid Grassland / Exposed Siliceous Rock (2 marks) 5) Watercourses/ waterbodies (2 marks)					
Habitat Quality (5 marks): 1) Not obviously under/ overgrazed (1 mark) 2) No artificial drainage (1 mark) 3) No input of pesticides/ fertilisers (1 mark) 4) No unprescribed burning (1 mark) 5) No reclaimed fields (1 mark)					
Good project example or potential for habitat enhancement (10 marks): Good management practices (2 marks) Size (2 marks) Potential for habitat enhancement (4 marks) Site/ terrain accessible for actions (2marks)					

Appendix 6: Nomination form for Landowner Rangers



MacGillycuddy Reeks European Innovation Partnership Project

LETTER OF AGREEMENT LANDOWNER/HOLDER NOMINATING OTHER TO PARTICIPATE IN THE MACGILLYCUDDY REEKS EIP LANDOWNER RANGER INITIATIVE.

ACCESS POINT: _____

I, _____ (landowner/landholder) do not wish to participate as a landowner ranger under the MacGillycuddy Reeks EIP Project.

I now nominate _____ (enter nominee's name here) to enter into agreement with The MacGillycuddy Reeks EIP Project for the landowner ranger initiative.

The nominee will attend training, conduct surveys and give advice to recreational users in the MacGillycuddy Reeks.

All walkers will be expected to adhere to the walking principles of Leave No Trace.

I understand that as a non-participant, payment is not applicable in this case. I understand that payment for the landowner ranger initiative is applicable to the nominated participant.

I have received and read the Notes relating to the Landowner Ranger Initiative.

The above terms and conditions are agreed by:

SIGNED:

LANDOWNER/LANDHOLDER

DATE: _____

PROJECT MANAGER

DATE: _____

FOR OFFICE USE ONLY
Received on: _____
Processed by: _____
Processed date: _____



An Buidé Ceilidh,
Chláirín na gGaibhíne,
Department of Agriculture,
Food and the Marine

MacGillycuddy Reeks European Innovation Partnership Project, The Old Barrack's, Seafort Village, Kilmaley, Co. Kerry.
Telephone: (054) 65 24807 Email: pdane@ekdo.ie Website: www.macgillycuddyreeks.com
Facebook: www.facebook.com/macgillycuddyreeksforum

Appendix 7: Bank details form



PARTICIPANT BANK DETAILS

Name: _____

Address: _____

Telephone no: _____

Email address: _____

Your bank branch: _____

Bank account name: _____

Bank account number: _____

Your sort code: _____

Your IBAN number: _____

BIC/Swift number: _____

I confirm that the above details are correct and I will notify the MacGillycuddy Reeks EIP Project if there is any change in these details during the lifetime of the project. I understand that the MacGillycuddy Reeks EIP Project will not use this information for any other purpose than to make payments to me and that these details will not be kept after the Project has ended.

SIGNATURE: _____ DATE: _____

FOR OFFICIAL USE ONLY Received on: _____ Processed by: _____ Processed date: _____	 Ireland's EU Structural and Investment Funds Programme 2014-2020 Co-funded by the Irish Government and the European Union		 An Roinn Ceallaí, Bia agus Mara Department of Agriculture, Food and the Marine
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MacGillycuddy Reeks European Innovation Partnership Project, The Old Barrack's, Seafort Village, Kilmaley, Co. Kerry.
Telephone: (064) 6624607 Email: pdeane@eipsa.ie Website: www.macgillycuddyreeksireland.com

Appendix 8: Contract offer for individual farmer/participant



MacGillycuddy Reeks European Innovation Partnership Project

CONTRACT OFFER FOR INDIVIDUAL FARMER/PARTICIPANT

DATE OF CONTRACT OFFER: _____

NAME: _____

HERD NUMBER: _____

Your application to the MacGillycuddy Reeks European Innovation Partnership (EIP) Project has been successful. If you wish to partake in the Project you must sign and return this contract to the EIP Office, The Old Barrack's, Beaufort Village, Killarney, Co. Kerry within one month of the date at the top of this page. This contract is between you and the MacGillycuddy Reeks European Innovation Partnership Project, c/o South Kerry Development Partnership CLG, West Main Street, Cahersiveen, Co. Kerry and runs from the date this signed form is received by the EIP Project team until 30th April 2022. An enclosed work plan has been prepared for you which outlines the basic requirements for your participation in the project. You must also agree to abide by the MacGillycuddy Reeks EIP Terms and Conditions for the duration of the Project, which form part of this contract.

I wish to avail of this contract and be accepted in to the MacGillycuddy Reeks EIP Project.

I agree to:

- Attend all annual mandatory training.
- Submit Declaration of completed action form, Claim for payment forms and all other paperwork each year as required.
- Authorise the MacGillycuddy Reeks EIP Project to access land parcel data relating to my farm held by the Dept. of Agriculture, Food and the Marine, enter my lands for monitoring and verification purposes and disclose information with regards to other projects I am participating in.
- Carry out works as per the attached farm plan & comply with the requirements of the MacGillycuddy Reeks EIP Project as detailed in the Terms and Conditions document.
- Facilitate site visits/public information days as needed.

To the best of my knowledge, all details on the enclosed MacGillycuddy Reeks EIP work plan are correct and I agree to the management objectives of the work plan.

SIGNED: _____ DATE: _____

Participant

SIGNED: _____ DATE: _____

On Behalf of South Kerry Development Partnership CLG

FOR OFFICE USE ONLY

Received on: _____
 Processed by: _____
 Processed date: _____



MacGillycuddy Reeks European Innovation Partnership Project, The Old Barrack's, Beaufort Village, Killarney, Co. Kerry.
 Telephone: (064) 66 24607 Email: goeane@eipdo.net Website: www.macgillycuddyreeks.com

Appendix 9: Contract offer for commonages/grazing rights



MacGillycuddy Reeks European Innovation Partnership Project

CONTRACT FOR COMMONAGES/GRAZING RIGHTS

DATE OF CONTRACT OFFER: _____

NAME: _____

COMMONAGE NAME: _____

Your commonage application to the MacGillycuddy Reeks European Innovation Partnership (EIP) Project has been successful. If you wish to partake in the project you must sign and return this contract to the EIP Office, The Old Barrack's, Besufort Village, Killarney, Co. Kerry within one month of the date at the top of this page. This contract is between you-the commonage group and the MacGillycuddy Reeks European Innovation Partnership Project, c/o South Kerry Development Partnership CLG, West Main Street, Cahersiveen, Co. Kerry and runs from the date this signed form is received by the EIP Project team until 30th April 2022. The enclosed work plan has been prepared for your commonage which outlines the works required for your participation in the project. You must also agree to abide by the MacGillycuddy Reeks EIP Terms and Conditions for the duration of the project which forms part of this contract.

We wish to avail of this contract and be accepted in to the MacGillycuddy Reeks EIP Project.

We agree to:

- Attend all annual mandatory training.
- Submit Declaration of completed action form, Claim for payment forms and all other paperwork each year as required.
- Authorise the MacGillycuddy Reeks EIP Project to access land parcel data relating to the commonage held by the Dept. of Agriculture, Food and the Marine, enter the commonage for monitoring and verification purposes and disclose information with regards to other projects we are participating in.
- Carry out works as per the attached farm plan & comply with the requirements of the MacGillycuddy Reeks EIP Project as detailed in the Terms and Conditions document.
- Facilitate site visits/public information days as needed.
- Not to undertake any works on the commonage which would interfere with the management objectives under this agreement.



MacGillycuddy Reeks European Innovation Partnership Project

To the best of our knowledge, all details on the enclosed MacGillycuddy Reeks EIP work plan are correct and we agree to the management objectives of the work plan.

Print name	Herd number	Signature	Date

SIGNED: _____ DATE: _____
On Behalf of South Kerry Development Partnership CLG



Appendix 10: Habitat scorecard

Peatland Scorecard



Participant code _____ Land parcel _____
 Site code _____ Surveyor _____
 Site name _____ Date _____

Which of the following best describes the land parcel?

Blanket bog	Wet heath	Dry heath	Mosaic of heath and bog	Mosaic of heath with grassland
-------------	-----------	-----------	-------------------------	--------------------------------

A. Ecological Integrity (based on site *xy* *z*)

A1 *z* (i) *z* is the average number of positive indicators (listed in Box 1 below) recorded in *z* *z* *z*?

	Poor	Moderate	Good
No. of indicators: Dry heath	Low <4	Medium 4-6	High 7+
No. of indicators: Wet heath/ bog	Low 0-4	Medium 5-7	High 8+
Score	0	5	10

Box 1 (Tick all species present in the land parcel)

Code	Positive Indicator	Code	Positive mosses and lichens	Code	Negative Indicator
1	Bell heather	17	Sphagnum mosses	A	NITRE
2	Widely	18	Non-crustose (bushy) lichens	B	European gorse
3	Cross-leaved heather	19	Branched mosses	C	Bracken
4	Heather	20	Scleropodium purpureum	D	Strawberry
5	Moss myrtle			E	Rhododendron
6	Western gorse			F	Non-native conifers
7	Moss asphodel			G	Other alien invasive
8	Moss cotton				
9	Moss bean				
10	Crear grass				
11	Lousewort				
12	Sundew				
13	Willow				
14	Butterwort				
15	Witch bog rush				
16	White beaked sedge				

A2 *z* (i) *z* is the average combined cover of positive mosses and lichens (listed in Box 1 above) recorded in *z* *z* *z*?

	Very poor	Poor – moderate	Moderate	Good
Cover	Rare <5%	Frequent 6-10%	Abundant 11-15%	Dominant >15%
Score	0	5	10	15

A3 *z* (i) *z* is the average condition of the vegetation structure recorded in *z* *z* *z*?

Cover	Very poor	Poor – moderate	Moderate	Good
	Over-grazing: Vegetation heights uniformly low. Little or no heather present or grazed to ground level. Or Under-grazing: Rank sward with Purple moor grass and/or rank adjacent heather. Litter cover high, sward forming in large continuous patches. Poorly developed ground layer.	Over-grazing: Heather present but uniformly low. Often with frequent patches of bare ground. Or Under-grazing: In wet heath/ bog abundant purple moor grass but not forming a continuous rank sward. Heather and herb layer species also present. In dry heath large areas of rank adjacent heather dominant.	Over-grazing: Significant areas of the plot have slight uniform vegetation although not throughout. Or Under-grazing: Significant areas of the plot have rank vegetation although not dominant throughout.	Sward in good condition, abundant grass and sedge-like vegetation on blanket bog with hummock, hollow and pool complexes. On heath, all stages of heather/shrub growth present, mostly >20cm. Mix of bog and/or heath vegetation at varying heights throughout. <i>Urtica</i> , <i>Epipactis</i> vegetation with all three layers (moss, sedge/ herb, and shrub) well represented.
Score	0	5	10	15

A4 *z* (i) *z* is the average cover of dwarf shrubs recorded in *z* *z* *z*?

	Poor	Moderate	Good
Cover of dwarf shrubs: Dry heath	<15%	16-50%	>50%
Cover of dwarf shrubs: Wet heath/ bog	0-10%	11-25%	26-75%
Score	0	5	10

A5 *z* (i) *z* is the average grazing level on dwarf shrubs recorded in *z* *z* *z*?

	Poor	Moderate	Good
Grazing level	>65%	33-65%	<33%
Score	0	5	10

5. Threats and Future Prospects (whole land parcel assessment)

B1 (b)(i) Is the total cover of native negative indicators throughout the land parcel? Circle all species present in Box 1 (above).

	Poor	Poor – moderate	Moderate	Good
Cover	High >30%	Medium 25-30%	Med-Low 5-25%	<5%
Score	-20	-10	0	10

B2 Presence of non-native negative indicator species (Rhododendron, self-sown conifers/ other alien (y/y/y/e)). Circle all non-native species present in Box 1 (above).

	Poor	Poor – moderate	Moderate	Good
Comment	Widespread across the site. Many plants forming dense patches and lots of young plants/seedlings present.	Abundant with 1 or 2 dense patches and lots of young plants/seedlings.	Small numbers present but no dense patches.	Absent
Score	-20	-10	-5	0

B3 Soil Integrity

	Poor	Moderate	Good
Comment	Areas of bare and eroding soil found at intervals along regularly used routes and/or evidence of sheet/ rill erosion or gully/ing. Significant rutting caused by vehicles/ machinery. Excessive poaching. >5% bare and eroding soil. Signs of active peat removal.	Bare soil more frequent along regularly used routes but little or no signs of erosion. May also be a few isolated bare patches caused by animals and some damage from vehicles. May restricted in distribution and not excessive i.e. <5% of the plot. No areas larger than 0.1ha with more than 10% bare peat.	Little or no bare soil seen over the assessment area other than isolated hoof prints. Some bare soil at 'pinch' points along regularly used routes (e.g. gateways, gaps in walls) is acceptable as long as no signs of erosion are visible.
Score	-5	5	10

B4 Hydrological Integrity

	Poor	Moderate	Good
Comment	Drains have been recently dug or evidence of recent (last 2 years) active management to maintain drain function (excluding roadside drains).	Drains present but no new drains or evidence of recent maintenance to enhance drain function (in the last 2 years). Maintenance of roadside drains is permitted.	Very few if any impact from drainage, no drains present or drains have been blocked.
Score	-20	0	10

B5 Evidence of burning

	High	Medium	None
Comment	Evidence of recent extensive burning causing significant damage to the moss layer (> 10% of plot affected).	Evidence of some recent burning but no damage to the moss layer (<10% of plot affected).	No evidence of recent burning.
Score	-20	-5	10

B6 Damage due to supplementary feeding

	High	Medium	None
Comment	Damage at multiple feeding sites. Or the presence of feeding sites at vulnerable location (i.e. near watercourse). Or >5% of the area damaged. Or damage extending > 20m from a feeding site.	Damage from single supplementary feeding site, accounting for <5% of plot and extending <20m from feeding site.	No damage evident.
Score	-20	-5	0

B7 Turbats

	Very High	High	Medium	None
Comment	Active peat cutting occurring within the plot (most recent season).	Any recent (2 yrs) peat cutting activities affecting > 10% of plot.	Any recent (2 yrs) peat cutting activities affecting < 10% of plot.	No recent (2 yrs) peat cutting activities.
Score	-20	-10	-5	0

B8 (b)(ii) damaging activities to vegetation, soil or water
Examples may include: dumping (organic or inorganic), pollution to soil/ water, inappropriate use of herbicide, active quarry, litter etc.

	High	Medium	Low	None
Cover	>30% of site.	5-30% of site.	< 5% of site.	No damaging activities.
Score	-20	-10	-5	0

Comments or recommended actions

Appendix 11: Collective Group Record Sheet



Collective Group Record Sheet for spraying

Site code: _____ Site name: _____ Farmer name: _____ Land parcel: _____ Date: _____

DATE	SPRAYER NAME	START TIME	FINISH TIME	ENVIRONMENTAL RISK ASSESSMENT & PESTICIDE APPLICATION RECORD SHEETS COMPLETED. ✓/X	SIGNATURE OF SPRAYER

I confirm that the above is a true and accurate record of spraying undertaken on my land.

SIGNED: _____ DATE: _____



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Appendix 12: Intention to carry out work form



INTENTION TO CARRY OUT WORK FORM

Please refer to your Annual Works Plan and complete this form as a declaration of your intention to carry out work. Please submit this form to The Project Team two weeks before starting work.

FARMER/COMMONAGE NAME (BLOCK CAPITALS): _____

I/We declare that I/we intend completing the following actions that were approved for my farm/our commonage:

LAND PARCEL NUMBER(S)	ACTION TO BE UNDERTAKEN	Date on which you intend to carry out this work.

(If necessary please continue on a separate sheet).

FARMER SIGNATURE: _____ DATE: _____

OR

COMMONAGE CHAIRPERSON SIGNATURE: _____ DATE: _____

COMMONAGE SECRETARY SIGNATURE: _____ DATE: _____

I



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Appendix 13: Declaration of completed actions form & request for payment form- individual private land



MacGillycuddy Reeks European Innovation Partnership Project

DECLARATION OF COMPLETED ACTIONS & REQUEST FOR PAYMENT FORM- PRIVATE INDIVIDUAL LAND.

Please refer to your Annual Work Plan and complete this form as a declaration of approved actions being completed. Please submit the form as soon as possible to the project office for verification & payment.

FARMER NAME (BLOCK CAPITALS): _____ HERD NUMBER: _____

I declare that I have completed the following supporting actions that were approved for my farm.

LAND PARCEL	ACTION COMPLETED (Description-Breacken/ferns, Scrub, Rhododendron, Controlled grazing)

(If necessary please continue on a separate sheet).

FARMER SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY

Received on: _____

Processed by: _____

Processed date: _____



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Appendix 14: Declaration of completed actions & request for payment form- commonages/grazing rights



DECLARATION OF COMPLETED ACTIONS & REQUEST FOR PAYMENT FORM- COMMONAGES/GRAZING RIGHTS

Please refer to your Annual Work Plan and complete this form as a declaration of approved actions being completed. Please submit the form as soon as possible to the project office for verification & payment.

COMMONAGE NAME: _____ COMMONAGE NUMBER: _____

LAND PARCEL	ACTION COMPLETED (Description- Bracken/ferns, Scrub, Rhododendron, Controlled Grazing)	PERCENTAGE OF WORK COMPLETED (%) & BY WHOM (Name)

(if necessary please continue on a separate sheet).

We the undersigned declare that we have completed the following actions that were approved for our commonage, and are in agreement of the breakdown shown above:

PRINT NAME	SIGNATURE	DATE

EDR DEEDS A&A A&A
 Received on _____
 Processed for _____
 Processed date: _____



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