



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



**'The European Agricultural Fund  
for Rural Development: Europe  
investing in rural areas'.**

**Terms and Conditions of the  
Beef Data and Genomics Programme 2017 - 2022  
(BDGP II)**

**Introduced by the**

**MINISTER FOR AGRICULTURE, FOOD AND THE MARINE**

**In implementation of**

**Council Regulation (EC) No. 1305/2013**

**CLOSING DATE 08<sup>th</sup> May 2017**

**Revised May 2018**

All details of this Programme can be accessed on the Department of Agriculture, Food and the Marine website at <http://www.agriculture.gov.ie/beefschemas>

BDGP payments will be co-funded by the National Exchequer and the European Agricultural Fund for Rural Development (EAFRD) of the European Union under Ireland's Rural Development Plan 2014 - 2020.

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## IMPORTANT

IT SHOULD BE NOTED THAT, WHILE THIS BOOKLET HAS BEEN PREPARED TO PROVIDE GUIDANCE TO APPLICANTS, THE GOVERNING EU REGULATIONS FORM THE DEFINITIVE BASIS FOR THE ADMINISTRATION OF THIS PROGRAMME, PARTICULARLY WITH REGARD TO ELIGIBILITY AND, WHEN NECESSARY, ANY PENALTIES THAT MAY BE APPLIED. IN THE EVENT THAT THERE ARE ANY CHANGES TO THESE TERMS AND CONDITIONS, THESE WILL BE PUBLISHED ON THE DEPARTMENT'S WEBSITE.

### 1. General Outline and Legal Basis

- These are the administrative provisions for the implementation of the Programme drawn up in accordance with Council Regulations (EC) No. 1305/2013 and 1306/2013 as amended, together with 807/14 and 808/14.

### 2. General Provisions

- The Programme shall be administered by the Department and shall operate throughout the State.
- The Programme is co-funded by the European Union.
- Undertakings shall be for a minimum period of six years. **By entering into the Programme you are committing to meet the requirements for the full six year period.**
- Participation in the Programme is voluntary.

### 3. Definitions

For the purpose of the Programme:

- "**The Department**" shall mean the Department of Agriculture, Food and the Marine.
- "**Minister**" shall mean the Minister for Agriculture, Food and the Marine.
- "**Farmer**" shall mean a natural or legal person, or a group of natural or legal persons, whatever legal status is granted to the group and its members by national law, whose holding is situated within Community territory, as defined in Article 299 of the Treaty, and who exercises an agricultural activity.
- For the purpose of this Programme, **Registered Farm Partnership** means a partnership which
  - operates in accordance with the Partnership Act 1890
  - is operative for the period of the participation of this Programme, and
  - is entered in "The Register" of Farm Partnerships
- "**Holding**" shall mean all the production units managed by a farmer during 2014 and subsequent years and situated within the territory of the same Member State.
- "**Applicant**" shall mean a farmer or farm partnership who submits an application for participation in the Beef Data and Genomics Programme 2017 - 2022. An applicant may submit only **one** such application.
- "**Herdowner**" or a person, who has applied for a herd number, means the nominated company or entity or person(s) associated with a specific herd number to whom any payments are made. The "keeper" role is classified as a non-financial role and therefore it is not possible to make payments to "keepers".
- "**BDGP II**" shall mean the Beef Data and Genomics Programme 2017 - 2022.
- "**BPS**" shall mean Basic Payment Scheme.
- "**Application**" shall mean an application for a contract under the BDGP II in accordance with the Terms and Conditions set out herein.

- “**ICBF**” shall mean the Irish Cattle Breeding Federation.
- “**BVD**” shall mean Bovine Viral Diarrhoea.
- “**PI**” shall mean an animal persistently infected with the BVD virus.
- “**Genotyping**” shall mean the analysis of tissue/hair/blood samples in a Laboratory approved by the ICBF for the purposes of this Programme and which results in a genomic breeding value being calculated by the ICBF.
- “**Sample**” shall mean hair, tissue or blood taken for the purposes of this Programme for subsequent laboratory analysis.
- “**Tag**” shall mean a tag supplied by a supplier approved by the Department for the purposes of registering the animal.
- “**BVD tag**” shall mean a tag supplied by a supplier approved by the Department for the purpose of collecting tissue for BVD testing.
- “**Genotype tag**” shall mean a tag supplied by a supplier approved by the ICBF for the purpose of collecting tissue for genotype testing.
- “**Hair card**” shall mean a card which may be supplied to each applicant by the ICBF for the collection of hair samples for genotype testing.
- “**Blood test**” shall mean a blood sample taken for subsequent laboratory analysis for the purposes of this Programme.
- “**Stock bull**” shall mean a beef breed bull in the herd of an applicant which is nominated by the ICBF for sampling in this Programme and/or is subject to the replacement strategy referred to in Section 10.
- “**AIM**” shall mean the Department’s Animal Identification and Movement system.
- “**Beef breed**” shall mean any breed except the following: Angler Rotvieh (Angeln)-Rod-dansk maelkerace (RMD), Ayrshire, Armoricaine, Blue Albion, Bretonne Pie-Noire, Brown Swiss, Fries Hollands (FH), Francaise frisonne pie noire (FFPN), Friesian-Holstein, Holstein, Black and White Friesian, Red and White Friesian, Frisona Espanola, Frisona Italiana, Zwartbonten van Belgie/Pie noire de Belgique, Sortbroget dansk maelkerace (SDM), Deutsche Schwarzbunte, Schwarzbunte Milchrasse (SMR), Groninger Blaarkop, Guernsey, Jersey, Malkekorthorn, Normande, Norwegian Red, Swedish Red, Danish Red, Reggiana and Valdostana Nera, Itasuomenkarja, Lansisuomenkarja and Pohjoissuomenkarja.
- “**Terminal Index**” shall mean the Terminal Index produced by the ICBF and as subject to any future amendment.
- “**Replacement Index**” shall mean the maternal index produced by the ICBF and as subject to any future amendment.
- “**4 or 5 Star**” shall mean animals which are within the top 40% of their respective index.
- “**Heifer**” shall mean a female bovine which has not previously calved.
- “**Eligible forage hectares**” shall mean forage declared on the 2014 Single Payment application which complies with the land eligibility requirements of the Single Payment Scheme or the forage area declared on the Basic Payment Scheme application in any given year within the period 2017 – 2022 which complies with the land eligibility requirements of the Basic Payment Scheme.
- “**Reference animals**” shall mean the number of eligible suckler cows which produced an eligible calf in 2014.
- “**New Entrants to suckler farming**” shall mean an applicant that commenced suckler farming since 03rd June 2015

- “A.I.” shall mean artificial insemination.
- “**Carbon Navigator**” shall mean the online farm management package produced by Bord Bia and Teagasc which allows applicants to set improvement targets in key areas and automatically calculate the potential results on their enterprise in terms of environmental and economic performance.

#### 4. Eligibility

To be eligible to apply to participate in the Programme, an applicant shall:

- Be aged eighteen years or over on date of submission of the application for participation.
- Be the holder of an active herd number with Herd Owner Status or have applied for a herd number by the closing date for receipt of applications for BDGP II. **The status of Herd Keeper is not eligible.**
- Have submitted a 2014 Single Payment Scheme application on which all land parcels are declared, or in the case of new entrants to suckler farming a Basic Payment Scheme application on which all land parcels have been declared in 2017.
- Be farming a holding in respect of which a valid Basic Payment Scheme application is submitted to the Department on an annual basis and on which all land parcels are declared.
- Have beef breed animals born in the herd each year between 01<sup>st</sup> January 2014 and 31<sup>st</sup> December 2022 and for new entrants to suckler farming between 01<sup>st</sup> January 2017 and 31<sup>st</sup> December 2022.
- Not be a participant in BDGP 2015-2020, or have received any payment under BDGP 2015-2020.

An “**eligible suckler cow**” shall mean a suckler cow which:

- Belongs to a **beef breed, or is sired by a beef breed.**
- **Is not a cow used to supply milk commercially.**
- Is part of a herd intended for rearing calves for meat production.
- Rears a calf by suckling.
- Is in the ownership and possession of the applicant, and maintained on the holding.
- Is properly tagged, registered and recorded in accordance with AIM rules. **EC Regulation 1760/2000 refers.**
- Is inseminated either through natural service or AI, by a bull of a beef breed.
- Gives birth to an eligible calf (dead or alive) on the applicant’s holding which is tagged and registered to that cow in accordance with EU Regulation 1760/2000.

An “**eligible calf**” shall mean a calf which:

- Belongs to a beef breed, i.e. is born out of an eligible Suckler Cow and is sired by a beef breed bull.
- Is part of a herd intended for rearing calves for meat production.
- Is in the ownership and possession of the applicant and maintained on the holding.
- Has been tagged and registered with the Department’s Registration Agency, Clonakilty, Co. Cork within 27 days of birth in accordance with EU Regulation 1760/2000. It is not sufficient to post the registration form on day 27. Failure to register a calf within 27 days of birth will result in the animal being ineligible for

payment. It is the farmer's responsibility to ensure that the registration is received by the Registration Agency within 27 days of birth.

## 5. Objective of Schemes

The objectives of the BDGP II are:

1. To lower the intensity of greenhouse gas emissions by improving the quality and efficiency of the national beef herd.
2. To improve the genetic merit of the national beef herd through the collection of data and genotypes of selected animals which will allow for the application of genomic selection in the beef herd.

## 6. Conditions for the Grant of Aid

- The Programme will be open to all registered suckler beef farmers who commit to completing, in full, all of the mandatory actions required for the full duration of the Programme.
- In the event of the Programme being oversubscribed selection of beneficiaries will be based on criteria designed to achieve the best environmental return. The selection principles will be applied so as to give priority to the applicants listed in Section 7 below.
- The Minister reserves the right to alter the Terms and Conditions of the Programme, close the Programme and/or alter the grant-aid at any time.
- **The submission of a valid application does not guarantee entry to the Programme.**
- All applicants will be notified in writing of the outcome of their application for participation in the Programme.

## 7. Selection Criteria and Approval

The selection criteria referred to above, if required, may include:

- New entrants to suckler farming since 03<sup>rd</sup> June 2015 (60 marks), to ensure a commitment to maximise environmental efficiency from the outset ;
- Previous engagement in Pilot Beef Genomics Scheme 2014 (60 marks), to accelerate environmental gain;
- Herd size – marks will be allocated on a sliding scale with higher marks given to herds with smaller numbers of calved suckler cows in ***their reference year***, to maximise the number of herds involved 0 –30 marks as follows, (30 marks for herds with 20 or less beef cows calved in their reference year), (20 marks for those with between 21 and 40 beef cows calved in their reference year), ( 5 marks for 41 beef cows or greater calved in their reference year)

## 8. Application Procedure

- a. Application for support under the Programme and payment claims shall be in accordance with Article 28 of Commission Regulation (EC) No 1305/2013.
- b. To make an application for participation, the applicant shall complete an application form. The completed application form must be submitted **directly to Beef Schemes Section, Government Offices, Department of Agriculture, Food and the Marine, Old Abbeylax Road, Portlaoise, Co. Laois.**
- c. An application to join the Programme must be for the **full six year period** and will only be accepted up to **08<sup>th</sup> May 2017**.
- d. If an applicant has beef breed cows in his/her herd, or intends to have beef breed cows in his/her herd at any time during 2017 and does not apply to participate in the BDGP II by the closing date of 08<sup>th</sup> May 2017, he/she may not be permitted to join the BDGP II at a later date.
- e. In the event that the Department does not receive the completed application, the applicant

will be required to produce the **Express 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). The closing date for the receipt of applications, either online or paper, will be 08<sup>th</sup> May 2017. Applications will not be accepted after this date.**

- f. Applications may be submitted online. Applicants not already registered for the Department's online services will need to register first at [www.agfood.ie](http://www.agfood.ie).

## 9. **Administrative and Compliance Checks**

- a. All applications for support and payment claims will be subject to administrative checks, and any other controls deemed necessary, before payments are made under the Programme. 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.
- b. Checks will be undertaken on an annual basis.
- c. On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Programme.
- d. The Programme requirements for which payment is claimed will be crosschecked with relevant databases.
- e. Any breach of Cross Compliance noted during an on farm inspection will be cross-reported to the Direct Payment Unit of the Department.
- f. No payment shall be made in favour of beneficiaries where the Department establishes that they have artificially created the conditions required for obtaining such payments with a view to obtaining an advantage contrary to the objectives of the Programme.
- g. No BDGP II payment will be made in a Programme year unless all PI animals born prior to 01<sup>st</sup> January of that year have a date of death recorded on the Animal Identification Movement (AIM) system prior to 31<sup>st</sup> March of the Programme year.

## 10. **Requirements of the Programme**

A detailed technical specification document on Programme requirements will be made available on the Department's website.

### **Requirement 1 - Calving Details**

In addition to meeting the statutory requirements for tagging and registration Programme applicants must complete the Calving Ease Survey for each calf as outlined on the Animal Events sheet.

All farmers are legally required to tag and register all calves with the Department's Registration Agency, Clonakilty, Co Cork **within 27 days of birth**, in accordance with EU Regulation 1760/2000. The tag number or the AI code of the sire must be provided for each calf.

Calves must be registered using any one of the following methods:

- [www.agfood.ie](http://www.agfood.ie)
- Department approved farm software providers
- The ICBF Animal Events System – animal events book as provided by the ICBF

## **Requirement 2 - Surveys**

Each year, applicants will be required to complete survey forms supplied by the ICBF in respect of all cows, calves and stock bulls on his/her holding and return these to the ICBF. **Payment will not issue until all the required data is submitted by the applicant and received by the ICBF.**

Applicants will be provided with notebooks for daily field recording (e.g. details of calf size and vigour etc.) and the recorded data should then be used to complete the appropriate survey forms supplied by the ICBF on an annual basis. **Calves must be at least five months old when data is recorded so calves must be maintained on the holding for at least 5 months.**

The survey forms supplied each year will request data as required by the ICBF and may include, but not be limited to, the following;

- Calves – quality and docility, size, vigour/vitality, scour and pneumonia.
- Cows – milking ability and docility, culling reasons.
- Stock bulls – docility and functionality, culling reasons.

Please note this is not an exhaustive list and changes may occur. Surveys must be completed using

- [www.agfood.ie](http://www.agfood.ie)
- Farm software providers
- [www.icbf.com](http://www.icbf.com)
- Paper-based survey forms sent to the herd-owner

**All surveys must be returned before payment can be effected.**

## **Requirement 3 - Genotyping**

Applicants will be required to take a tissue tag sample from animals selected for genotyping as follows:

- ICBF will select animals to be genotyped in each herd and will notify herd owners of the animals selected.
- It may be possible for the herdowner to nominate animals for genotyping other than those selected by ICBF.
- The number of animals to be genotyped each year will be at least equivalent to 60% of the number of calved suckler cows (reference animals) on the holding in 2014 or 2017 for New Entrants/*Force Majeure* (rounded to the nearest animal). For example, an applicant with 15 eligible calved suckler cows in 2014 must have sufficient animals to genotype 9 cows, heifers, calves or stock bulls, in each year of the programme, without repetition.
- If a selected animal has died or is sold before the sample tags are received, the applicant must immediately contact the Department's Beef Schemes Section or the ICBF to request a test kit for a substitute animal.
- Genotype tissue samples must be taken from animals by use of the Genotype kit provided. Each Genotype tissue tag is numbered to correspond with the animal's National ID tag number.
- The samples must be returned in the kits provided in the pre-addressed envelopes.
- Each applicant is liable for the cost of genotyping in respect of his/her application. In the event of a successful application, the cost will be recovered as a deduction from the BDGP II payment. In the event of an unsuccessful or withdrawn claim, the costs must be paid by the applicant to the Department.



## **Requirement 4 - Replacement Strategy**

Applicants will be required to maintain a proportion of high genetic merit animals on their holding as detailed below:

### **Stock Bull Replacements**

For applicants using a stock bull, at least one stock bull on the holding on 30<sup>th</sup> June 2021 must have been a genotyped 4 or 5 star bull on either the Terminal or Replacement index (on a within or across breed basis) at the time of purchase. This bull should be retained on the holding and progeny must be registered born on the holding to this bull in the calendar year 2022. Where it is replaced in the period to 30<sup>th</sup> June 2022, it must be replaced by a bull of equivalent genetic merit i.e. a genotyped 4 or 5 star bull on either the Terminal or Replacement index (on a within or across breed basis) at the time of purchase and this bull must have progeny born on the applicants holding in the calendar year 2022 or subsequent years.

Applicants using stock bulls are strongly advised to introduce 4 or 5 star bulls at the next replacement date, to avoid compliance difficulties and potential clawback of payments later in the Programme.

Any applicant renting in bulls for the purpose of breeding must, from the 30<sup>th</sup> June 2018, use bulls that are 4 or 5 star on either the Terminal or Replacement index (on a within or across breed basis). *Programme applicants availing of this option must, inform DAFM of the use of leased bulls.* All movements of bulls for breeding between holdings must be notified to the AIM system. Such leasing arrangements must be undertaken in compliance with animal health and movement legislation and, specifically, these bulls must have cleared a pre-movement test for TB and BVD.

From 30<sup>th</sup> June 2018, at least 80% of the AI used on participating holdings must be from 4 or 5 star bulls on either the Terminal or Replacement index (on a within breed or an across breed basis).

### **Female Replacements**

Programme applicants are required to ensure that a percentage of their heifers/eligible suckler cows (rounded to the nearest animal) are genotyped females that are:

- (i) 4 or 5 stars on the replacement index (on a within breed or on a cross breed basis) at the time of purchase (for heifers brought into the herd) or at the time of genotyping (for those replacements bred within the herd). Where a non-genotyped replacement heifer is purchased, this animal must be subsequently genotyped and confirmed 4 or 5 star on the replacement index (on a within or an across breed basis) before being deemed eligible for the Programme.
- (ii) at least 16 months old.
- (iii) born in 2015 or later.

The number of heifers/eligible suckler cows meeting these requirements on each holding on 31<sup>st</sup> October 2020 must be equivalent to 20% of the number of the applicant's reference animals (advised to applicants upon acceptance into the Programme), and on 31<sup>st</sup> October 2022 must be equivalent to 50% of the number of the applicant's reference animals.

## **Requirement 5 – Carbon Navigator**

Applicants must complete a Carbon Navigator by 31<sup>st</sup> October 2017

This is an online farm management package, produced by Bord Bia and Teagasc, which quantifies the environmental gains that can be made on each applicant's holding by setting targets in key areas such as grazing season length.

The first completion of the Carbon Navigator must be undertaken in conjunction with a Department approved advisor. The Department will cover the cost of the approved advisor for the completion of the Carbon Navigator. The list of approved advisors is available on the Department's website –[www.agriculture.gov.ie/beef schemes](http://www.agriculture.gov.ie/beef schemes)

Following on from the initial completion of the Carbon Navigator, applicants must submit data annually to allow for an update of the carbon navigator. This data will be submitted via survey forms issued by the ICBF to each applicant and will cover areas such as (1) grazing season length, (2) fertiliser use, and (3) slurry spreading.

## **Requirement 6 - Training**

Applicants must attend a specific training course related to this Programme. The training course is designed to provide:

- An introduction to the BDGP II ;
- Information on the individual requirements of the Programme, such as data collection, genotyping, genomic indexes and the replacement strategy;
- Information on controls, inspections and sanctions;
- Training on the understanding and optimal use of breeding indexes, with a focus on maternal traits and the linkage with on-farm carbon efficiency

This training must be completed by 31<sup>st</sup> October 2017. The training will be facilitated by a training provider approved by the Department. Applicants will be invited to the training course by the service provider. Applicants will be paid €166 to cover the costs associated with participation in the training. This payment will be paid by the training provider directly to the Programme applicant upon successful completion of the course.

## **11. Payments under the Programme**

The Department of Agriculture, Food & the Marine will make payment directly to the applicant's bank account.

### **Payment Calculation**

Payment will be made on a per hectare basis. The number of eligible hectares in respect of which payment is made will be based on the 2014 Single Farm Payment eligible forage area, or on the 2017 Basic Payment Scheme application in the case of new entrants to suckler farming, of the applicant subject to a maximum payment which is calculated as follows:

- The number of eligible suckler cows producing a calf on the holding in 2014, or 2017 for new entrants to suckler farming, will be divided by a standard stocking rate of 1.5 livestock units to give a maximum payable number of hectares. For example, a farmer with 10 calved suckler cows in 2014 will receive payment on a maximum of  $10/1.5 \text{lu} = 6.666$  hectares under the Programme.

- The “maximum payable area” and the number of reference animals on which the calculation of this area is based will be advised to Programme applicants upon acceptance into the Programme.
- Provided the genotyping and other requirements of the Programme are fully met, payment of €142.50 per hectare will be made in respect of each of the first 6.666 hectares and €120 per hectare on the remaining hectares up to the maximum payable area.
- In order to avail of the full payment an applicant must declare at least enough eligible forage hectares under their Basic Payment Scheme application each year to match their “maximum payable area”. For example, an applicant with 15 calved suckler cows in 2014 would have a maximum payable area of 10 hectares. This applicant must also declare at least 10 eligible forage hectares each year of the Programme in order to be eligible for payment on the full “maximum payable area”.
- Where the applicant does not declare enough eligible forage hectares on the Singles Farm Payment Scheme application in 2014, or 2017 for new entrants to suckler farming, the “maximum payable area” will be reduced accordingly.
- If the eligible forage hectares declared in any year is less than 80% of the maximum payable area notified to successful applicants in year 1 due to sale or transfer of the land, the applicant concerned will not be permitted to continue participation in the BDGP II.
- Where a participant disposes of some of the eligible forage area declared on the 2014 Single Farm Payment Scheme application, but retains land equal to or greater than 80% of the Maximum Payable Area, then participation in the BDGP II must continue for the duration of the Programme or any payments already made will be recouped.
- In certain very limited instances decided by the Department, the eligible forage hectares declared in 2017 and the number of eligible suckler cows with an eligible calf born in 2017 may be used in the calculations of the maximum payable areas (e.g. new entrants, *force majeure*).
- In order to receive full payment the applicant must successfully complete all of the Programme requirements as outlined in the Terms and Conditions.
- For administrative purposes, the applicant agrees to have the cost of genotyping deducted by the Department from his/her payment. In the event that he/she is not able to continue participation in the Programme, these costs may be recovered from other payments from the Department.
- Where it is established that the relevant requirements of the Programme were not fully or partially adhered to by the applicant, the Department may reduce the amount payable and may seek recoupment of aid paid under the Programme.
- Joint applicants will remain liable for each other’s debts or as provided for in a signed partnership agreement.

## **12. Penalties**

The payment under the Beef Data and Genomics Programme 2017 - 2022 will be granted annually per hectare of eligible forage area, with Programme applicants compensated for all or part of the additional costs and income forgone resulting from commitments made under the Programme. Penalties under the BDGP II will be calculated based on non-compliances as set out in this section.

Monetary penalties will include interest payable at the rate provided for under Statutory Instrument Number 13 of 2006. Interest will be calculated for the period elapsing between the notification of the repayment obligation to the farmer and either repayment or deduction.

Penalty amounts may be deducted from future payments due to the beneficiary under other EU-financed or co-financed Schemes.

Where monetary penalties are not paid or recovered within the period requested, the Department may take whatever action is deemed necessary for their recovery.

Intentional and serious breaches of the Programme conditions may result in non-payment for the year in question or in the termination of participation and/or exclusion from the Programme for a period

commensurate with the seriousness of the breach and the refund of monies already paid.

Where it is established that conditions were created to maximise or draw down payment under the Programme, the contract will be terminated and all monies paid shall be reimbursed.

The penalties set out in the Schedule, on page 14, 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 Programme conditions has occurred which may lead to a sanction or the termination of the contract and reimbursement of all aid.

All penalties will be calculated in the following order:

1. Requirement Related Penalties.

These relate to the penalties associated with the Programme requirements including record keeping, genomic testing, replacement of animals, Carbon Navigator and training. Penalties associated with breaches of individual requirements will be based on the proportion that requirement comprises of the total payment as follows:

<b>Requirement</b>	<b>% of total</b>
Data Collection - Record Keeping	10
Data Collection - Event Recording	25
Genomic Tissue Sampling	10
Genotyping	15
Stock bull replacement/A.I.	10
Replacement heifers	20
Climate Change – Carbon Navigator	10

A detailed outline of the Programme requirement related penalties is set out as follows:

2. Late Penalties

Late penalties are penalties linked to the submission of the Basic Payment Scheme (BPS) application. Where this application, which includes the BDGP annual payment claim, is submitted after the closing date, a late penalty applies. There will be a 25-calendar day period after the BPS closing date for the acceptance of late applications. However, a penalty of a 1% loss in payments per working day that the application is received late will apply during this period. Except in cases of *force majeure* BPS applications will not be accepted after this 25-calendar day period has ended. Late BPS application penalties shall apply to payments under this Programme.

3. Cross Compliance

Any breach of cross-compliance noted during an on farm inspection will be cross reported to the Beef Schemes Section of the Department and will apply to that Programme. Where, through a Basic Payment Scheme (BPS) inspection, a breach of cross-compliance is detected or notified to the paying agency, at a minimum, the level of penalty determined under the BPS will also be applied to payments under this Programme. Similarly breaches of cross-compliance detected on a BDGP inspection will be cross-reported.

The levels of cross compliance penalties are as follows:

- If an applicant is found to be in breach of cross-compliance through negligence, a penalty of 3% will normally apply but this can be reduced to 1% or increased to 5% depending on the extent, severity and permanence of the non-compliance. If 'repetition' applies the penalty will be multiplied by 3 to a limit of 15%.
- Where the non-compliance is deemed to be minor in nature, tolerance may be applied with the applicant advised to remedy the problem. Where not remedied within a certain period, a 1% penalty applies.
- Where the non-compliance is deemed intentional, the reduction shall normally be 20%, but this may be reduced to 15% or increased to 100% depending on the extent, severity and permanence of the non-compliance found. The penalty may also be extended outside the year of finding.

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## Programme Requirement Penalty Schedule

<b>Requirement</b>	<b>Level of Compliance</b>	<b>Sanction</b>
<b>Data Collection – Record Keeping.</b>	95 – 100% submitted.	Tolerance applied. No reduction.
	60-94% of all breeding animals submitted.	Proportionate reduction based on % data submitted.
	Under 60% submitted.	No payment for data collection for year breach occurs.
<b>Data Collection – Event Recording.</b>	95 – 100% submitted.	Tolerance applied. No reduction.
	60-94% submitted.	Proportionate reduction based on % data submitted.
	Under 60% submitted.	No payment for data collection for year breach occurs.
<b>Genotyping.</b>	80 – 100%	Reduction on genotyping payment based on % genotyped.
	Herd with Genotyping requirement < 11 animals and 1 test missed	Reduction on genotyping payment based on % genotyped.
	60-79% of required number to be genotyped	No payment for genotyping for year breach occurs.
	Under 60% of required number to be genotyped	No programme payment for year breach occurs.
<b>Bull Replacement Strategy.</b>	Non compliance by deadline.	No payment for action plus additional penalty of same amount. Corresponding clawback of annual payment for previous years.
<b>Heifer Replacement Strategy – Initial 20% requirement by 2020.</b>	90-100% compliance.	Proportionate reduction based on % replaced.
	Under 90% compliance.	No payment for action for year in question plus additional penalty of same amount.
<b>Heifer Replacement Strategy – 50% requirement by end 2022.</b>	90-100% compliance.	Proportionate reduction based on % replaced.
	Under 90% compliance.	No payment for action plus additional penalty of same amount. Corresponding clawback of annual payment for previous years.
<b>Carbon Navigator – First Completion.</b>	Completed on time.	No Penalty.
	Not completed by deadline	Removal from Programme.
<b>Carbon Navigator – Annual Update.</b>	Completed.	No Penalty.
	Not Completed.	No payment for action for year in question plus additional penalty of same amount.
<b>Training (Paid directly to Advisor).</b>	Completed on time.	No Penalty.
	Not completed by deadline	Removal from Programme.

**In the event that payment due to an applicant in a given year reduces by more than 50%, (excluding penalties), as a result of non-compliance, no payment will issue for that and subsequent years and previous payments will be recouped by the Department.**

**Review and Appeal System**

In cases where penalties are applied, applicants will be given ten working days after formal notification in which to seek a review by the Department. Any request for a review should clearly set out why any penalty imposed should not be applied and should be accompanied by supporting documentation where appropriate. The applicant will be informed in writing of the outcome of that review. This initial review shall be without prejudice to the right to any subsequent appeal to the Agricultural Appeals Office.

An applicant who has had a penalty imposed under the Beef Data and Genomics Programme 2017 – 2022 may appeal that decision to the Agriculture Appeals Office. Appeals must be lodged within three months of the date of the Department's final decision letter. Appeals should be addressed to the Agriculture Appeals Office, Kilminchy Court, Portlaoise, Co Laois.

**13. Force Majeure/Contract Termination**

Where a contract is terminated by an applicant, all monies paid under the Programme shall be repaid to the Department except in cases of *Force Majeure*.

- a. Where a beneficiary is unable to continue complying with the requirements of the Programme for reasons beyond his/her control, a case may be made under *Force Majeure* to terminate participation in the Programme. In such cases, the applicant, or his or her representative, should inform the Department of Agriculture, Food and the Marine, Beef Schemes Section, Old Abbeyleix Road, Portlaoise, Co. Laois in writing, with relevant evidence, within ten working days of being able to do so.
- b. 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 beneficiary,
  - long term professional incapacity of the beneficiary,
  - expropriation of all or a large part of the holding if that expropriation could not have been anticipated on the day of lodging the application,
  - a severe natural disaster gravely affecting the holding,
  - the accidental destruction of livestock buildings on the holding,
  - an epizootic or a plant disease affecting part or all of the beneficiary's livestock or crops respectively.

**14. Transfer of Holding**

Where the holding is transferred by gift or inheritance, an application under the Programme by the new applicant(s) may be taken as a transfer of the contract provided that the transferee undertakes in writing to adhere to the requirements of the Programme for the remainder of the contract. Leases between family members may meet this undertaking provided the lessee meets the requirement outlined above.

## **15. Partnerships**

Farmers in a Farm Partnership registered with the Department are eligible to apply for the Programme, subject to a maximum of three partners, provided that:

- a) The application is made in the same name as the Basic Payment Application and signed by each partner;
- b) The application is accompanied by a list of the LPIS parcels each individual partner has brought to the partnership
- c) Each partner delivers all the commitments related to their holding and completes the relevant training requirements, and
- d) All partners are jointly and severally responsible for delivery of all BDGP requirements related to both training and the lands farmed by the partnership.

## **16. Collection of Outstanding Debts**

Any outstanding debts due to the Department in respect of the Direct Payment Schemes and payments under Rural Development Schemes will be subject to interest charges in accordance with the provisions of the SI No 13 of 2006, European Communities (Recovery of Amounts) (Amendment) Regulations, 2006. Such debts will be recovered from future payments due if not already refunded in full by the applicant.

**In accordance with the Department's Debt Management Policy and Procedures**, members of a farm partnership will be considered jointly and severally liable for the debts of the partnership or as provided for in a signed partnership agreement.

## **17. Inspections**

- The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of applicants.
- In submitting an 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.
- 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.
- 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.

## **18. Responsibility of Applicant**

- It shall be the responsibility of the applicant to familiarise him/herself with the Programme Terms and Conditions and with the consequences for breaches of the Programme.
- The approval or payment of aid under the Programme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the applicant.



## **19. Failure to Abide by the Terms and Conditions of the Programme**

- Where, for the purposes of obtaining payment under the Programme 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 Programme may be terminated and all or part of the aid paid shall be reimbursed.
- 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 any other Department programme for such period as shall be determined, but in any event not exceeding a period of 6 years.
- Where a beneficiary fails to abide by the Terms and Conditions of the Programme, 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 Programme, participation may be terminated and all or part of the aid paid shall be reimbursed. The Minister also reserves the right to offset such amounts against other monies payable by the Department to him/her.

## **20. Review of Financial Aids**

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

## **21. Conditions of Payment**

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

## **22. Tax Clearance Requirement**

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

## **23. Data Protection Notice:**

### **Part A:**

### **Information applicable to all Department of Agriculture, Food and the Marine customers:**

1. The Department of Agriculture, Food and the Marine is fully committed to keeping all personal data submitted by its customers, fully safe and secure during administrative processes. All necessary technical measures have been put in place to ensure the safety and security of the systems which hold this

data. Department staff are also considered as customers of the Department from a Data Protection perspective and may exercise their data protection rights in the same way.

2. Transparency and openness in the use of personal data held is important to the Department and therefore we aim to fully inform all our customers about the purpose(s) for which their data will be used and why, where it may be shared elsewhere and why and how long their data may be held by the Department. Information on the rights of the customers will also be provided.
3. The current legislation for Data Protection in Ireland is the Data Protection Act 1998 as amended by the 2003 Data Protection Act. The General Data Protection Regulations (EU 2016/679) will come into effect on 25 May 2018.
4. The Data Controller for the collection and processing of all personal data in the Department of Agriculture, Food and the Marine is the Department itself, as a legal entity.
5. The Data Protection Officer can be contacted as follows:  
Data Protection Officer  
Data Protection Unit, Corporate Affairs,  
Department of Agriculture, Food and the Marine  
Grattan Business Park, Dublin Road,  
Portlaoise, Co Laois.  
R32 RY6V

Phone: 057 8694301

Email: [dataprotectionofficer@agriculture.gov.ie](mailto:dataprotectionofficer@agriculture.gov.ie)

6. Personal data processed by the Department will only be used for the specific purpose (s) as outlined when the data is collected, or in later communications, and will only be used in accordance with the Data Protection legislation in force.
7. Rights of the individual in relation to personal data held by the Department:

When you, as a customer, provide personal data to the Department you have certain rights available to you in relation to that data. These rights are outlined below and can be exercised by contacting the Data Protection Officer, as detailed above, indicating which right(s) you wish to exercise:

Currently our customers have the following rights (up to 24 May 2018):

- access to their data
- rectification of their data
- erasure of their data
- right to lodge a complaint with the Supervisory Authority

From 25 May 2018 onwards all Department customers will also have the

following additional rights:

- restriction of processing
- data portability
- objection to processing
- withdraw consent if they previously gave it in relation to processing of their personal data
- relating to automated decision making, including profiling.

### **Part B – Information specific to the personal data being collected**

**The following data is specific information in relation to the personal data processed for the submission of an application under the Basic Payment Scheme**

8. Specified purpose:

The personal data sought from the data subject is required for the purpose of complying with the requirements of the Beef Data and Genomics Programme. Failure to provide all the personal data required to facilitate the processing of the application, including data testing, under the scheme will result in DAFM being unable to process the application.

The Department may also use data provided in submitting an application under the Beef Data and Genomics Programme for the purposes of updating information on the relevant databases held by the Department.

9. Legal basis:

The Beef Data and Genomics Programme is implemented pursuant to EU Regulations 1305/2013 and 1306/2013 and is operated by DAFM.

10. Recipients:

In submitting the Beef Data and Genomics Programme application, you accept that all the information supplied on your application and in any supporting documentation shall be made available to any other Government Department or Agency of a Government Department or Local Authority for the purpose of Audits, evaluation purposes, Cross Compliance controls, controls relating to the legislation underpinning Cross Compliance and all Rural Development measures, as required by Article 65 of Commission Implementing Regulation (EU) 809/2014 and, as appropriate, in accordance with the requirements of the Data Protection Acts 1988 and 2003 and the Freedom of Information Act 2014.

Information will be shared with other Department areas for the purposes of monitoring and evaluating CAP as per the regulations ( Article 110 of EU Reg 1306/2013)

The Department is also obliged by law to provide information concerning applicants in response to requests received from the Office of the Revenue Commissioners and An Garda Síochana, in accordance with Section 8 of the Data Protection Acts 1988 and 2003.

In participating in the Beef Data and Genomics Programme the applicant must agree, if requested by the Department or relevant agents acting on its behalf, to supply data in relation to his/her participation to the Scheme, and facilitate on-farm inspections/assessments, where required for the purpose of assessment, verification, evaluation or research purposes as provided for under the regulations (EU Reg 1306/2013).

11. Transferred outside the EU:

Information provided in support of an application under the Beef Data and Genomics Programme is not currently transmitted outside of the EU.

12. Retention Period:

The data submitted in support of the application by the data subject under the Beef Data and Genomics Programme will be retained by DAFM only as long as there is a business need to do so in line with the purposes for which it was collected.

After this time, it will be marked for destruction and will be destroyed in line with internal guidelines or guidelines for destruction received from the National Archives Office or associated permissions received from them.

13. Data provision being statutory or contractual obligation:

The data provided for this purpose is being requested under the requirements of EU Regulations 1305/2013 and 1306/2013 and if the customer chooses not to provide this information their application for the Beef Data and Genomics Programme cannot proceed.

14. Automated Decision Making:

Personal data provided in the submission of an application under the Beef Data and Genomics Programme will be processed automatically for the purpose of the efficient running of the scheme, and the timely payment of participants.

Automated decision making will also be used for the purposes of selecting participants for inspection in accordance with the regulations (EU Regulations 1306/2013 & 809/2014).

Profiling may also occur to assist with meeting our requirement for 100%

online applications as per Article 17 of EU Regulation 809/2014

15. Information from Third Party:

DAFM will exchange data provided by the data subject with the Irish Cattle Breeding Federation (ICBF) to enable the data subject to comply with the requirements of the Beef Data and Genomics Programme . A Data Processing Agreement is in place between DAFM and the ICBF to govern the exchange of data. Where data needs to be shared with other bodies in the future for the operation of the Beef Data and Genomics Programme Data Sharing or Data Processing agreements will be put in place. The authority to exchange data is derived from EU Regulation 1305/2013.

16. *In accordance with EU Regulation 1306/2013, the Department is obliged to ensure annual ex-post publication of all of the beneficiaries of CAP funding, both legal and non-legal persons. In accordance with this Regulation the Department must, by 31 May each year, publish the following data:*

- *The name of the beneficiary (unless the amount of payment under CAP funds is less than €1,250, in which case the individual will be identified by a code)*
- *The municipality where the beneficiary is resident*
- *The amount of payment corresponding to each measure received by a beneficiary, and*
- *The nature and description of each measure*

*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.*

*The data contained in this publication 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.*

17. Technical information on data collected:

Technical information on the cookies used on our Department's website is available at the following link:

<https://www.agriculture.gov.ie/legalnotices/privacy/>

**24. Further Conditions**

- The Minister may at any time lay down further conditions under this Programme.
- The Minister reserves the right to alter from time to time the procedures to be followed in the operation of the Programme.

**25. Interpretation**

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