



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

Terms and Conditions of the

Beef Environmental Efficiency Pilot

Introduced by the

MINISTER FOR AGRICULTURE, FOOD AND THE MARINE

CLOSING DATE 22/02/2019

All details of this Pilot can be accessed on the Department of Agriculture, Food and the Marine website

www.agriculture.gov.ie

BEEP payments are fully funded by the National Exchequer.

1. General Outline and Legal Basis

These are the administrative provisions for the implementation of the Pilot drawn up in accordance with the Ministers and Secretaries Act 1924.

2. General Provisions

- 2.1. The Beef Environmental Efficiency Pilot is to be of one year duration.
- 2.2. The Pilot shall be administered by the Department and shall operate throughout the State in respect of eligible beef suckler herds.
- 2.3. The principle of costs incurred and income foregone shall apply. State Aid de minimis provisions shall apply.
- 2.4. Participation in the Beef Environmental Efficiency Pilot is voluntary.

3. Definitions

For the purpose of the Pilot:

- 3.1. "**The Department**" shall mean the Department of Agriculture, Food and the Marine.
- 3.2. "**Minister**" shall mean the Minister for Agriculture, Food and the Marine.
- 3.3. "**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, who has a herd number issued by the Department of Agriculture, Food & the Marine and who exercises an agricultural activity.
- 3.4. For the purpose of this Pilot, **Registered Farm Partnership** means a partnership which
 - a. operates in accordance with the Partnership Act 1890
 - b. is operative for the period of the participation of this Pilot, and
 - c. is entered in "The Register" of Farm Partnerships
- 3.5. "**Holding**" shall mean all the production units managed by a farmer during 2018 and subsequent years and situated within the territory of the Republic of Ireland.
- 3.6. "**Applicant**" shall mean a farmer or farm partnership who submits an application for participation in the Beef Environmental Efficiency Pilot. An applicant may submit only **one**

such application.

- 3.7 **“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”.
- 3.8 **“BEEP”** shall mean the Beef Environmental Efficiency Pilot.
- 3.9 **“BPS”** shall mean Basic Payment Scheme.
- 3.10 **“Application”** shall mean an application for a contract under the BEEP in accordance with the Terms and Conditions set out herein.
- 3.11 **“ICBF”** shall mean the Irish Cattle Breeding Federation.
- 3.12 **“AIM”** shall mean the Department’s Animal Identification and Movement system.
- 3.13 **“Beef breed”** shall mean any breed except the following: Angler Rotvieh (Angeln)-Rod-dansk maelkerace (RMD), Ayrshire, Armoricaire, 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, Rotbunt and Pohjoissuomenkarja.

4. Objective of the Pilot

The objective of BEEP is to further increase economic and environmental efficiency in the suckler herd through improvement in the quantity and quality of performance data that is collected. This will be done through the enhancement of the national herd dataset for genetic evaluations, with a view to supporting the adoption of best practice and more informed decision making at farm level. The Pilot will target the weaning efficiency of suckler cows and calves through the collection of the live weights of cows and progeny in the herd of each participant.

5. Conditions for the Grant of Aid

- 5.1. The Pilot will be open to all beef farmers who commit to completing the mandatory actions required for the full duration of the Pilot.
- 5.2. In the event of the Pilot being oversubscribed the payment due to each applicant may be subjected to a linear reduction.
- 5.3. The Minister reserves the right to alter the Terms and Conditions of the Pilot, close the Pilot and/or alter the grant-aid at any time.
- 5.4. The submission of a valid application does not guarantee entry to the Pilot.
- 5.5. All applicants will be notified of the outcome of their application for participation in the Pilot.

6. Eligibility

An eligible applicant shall:

- 6.1 be aged eighteen years or over on date of submission of the application for participation.
- 6.2 be the holder of an active herd number with Herd Owner Status. **Herd Keeper is not acceptable.**
- 6.3 be farming a holding in respect of which a valid Basic Payment Scheme application is submitted in 2019 to the Department.

An eligible suckler cow shall mean a suckler cow which:

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

An eligible calf shall mean a calf which:

- 6.12 Was born in the herd of the applicant between 1st July 2018 and 30th June 2019
- 6.13 Belongs to a beef breed, i.e. is born out of an eligible Suckler Cow and sired by a beef breed bull.
- 6.14 Is part of a herd intended for rearing calves for meat production.
- 6.15 Is in the ownership and possession of the applicant since birth and maintained on the holding.
- 6.16 Calf must be alive at the time of weighing.
- 6.17 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. 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.

7. Requirements of the Pilot

Requirement 1 - All Calves being submitted for weighing must have been born between 01 July 2018 and 30 June 2019.

Requirement 2 – Unweaned Live Calf and Dam must be weighed on the applicants holding on the same day.

Requirement 3 – Only scales registered and used in accordance with the requirements of Annex 1 may be employed for the purposes of this Pilot.

Requirement 4 – Weights must be submitted between 08 March 2019 and 01 November 2019 in accordance with Annex 1.

8. Application Procedure

- 8.1 Applications should, where possible, be made using the online facility. Applicants not already registered for the Department's online services will need to register first at www.agfood.ie.
- 8.2 Applicant can submit a paper application form by Express Post or Registered Post directly to

Beef Schemes Section, Government Offices, Department of Agriculture, Food and the Marine, Old Abbeylax Road, Portlaoise, Co. Laois.

- 8.3 An application to join the Pilot will only be accepted from 4 February 2019 to 22 February 2019. Applications will not be accepted after this date.
- 8.4 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).

9. Administrative and Compliance Checks

- 9.1. All applications for support and payment claims will be subject to administrative checks, cross-checks with relevant databases (including AIM), and any other controls deemed necessary, before payments are made under the Pilot.
- 9.2. Applicants shall facilitate such administrative and on-the-spot checks as the Department deems necessary. On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Pilot.
- 9.3. 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 Pilot.
- 9.4. No BEEP payment will be made unless all BVD (P.I.) Persistently Infected animals born prior to the 1st January 2019 have a date of death recorded on the Animal Identification and Movements (A.I.M.) system prior to the 31st March 2019.

10. Payments under the Pilot

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

Payments under BEEP shall comply with EU State aid rules applicable to enterprises engaged in agricultural production under Commission Regulation (EC) No. 1408/2013 (de minimis regulation). In accordance with that Regulation, the total amount of de minimis aid granted to a single

undertaking shall not exceed €15,000 over any period of 3 fiscal years.

Participants should note that successful participation in BEEP shall not confer an automatic entitlement to a payment under the Pilot and that crosschecks will be made by DAFM to ensure that payments made to individual participants in the respect of the previous 3 fiscal years do not exceed the de minimis ceiling.

Payment Calculation

Payment will be no more than €40 per eligible calf. In the event of oversubscription, there may be a linear reduction to each payment.

Payment will only be made on calves born on the holding between 1 July 2018 and 30 June 2019 and where the weights of both the live calves and their live dams have been recorded and submitted to ICBF in accordance with these Terms and Conditions. If data is deemed to be unusable as a result of failure by an applicant to comply with these Terms and Conditions, then payment may be withheld. Only one payment will be made per calf.

11. Review and Appeal System

In cases where payment is withheld, 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 the grounds for a review 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 payment withheld under the Beef Environmental Efficiency Pilot may appeal that decision to the Agriculture Appeals Office. Appeals must be lodged within three months of the date of the Department's review letter. Appeals should be addressed to the Agriculture Appeals Office, Kilminchy Court, Portlaoise, Co Laois.

12. Transfer of Holding

Where the holding is transferred by gift or inheritance, an application under the Pilot 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 Pilot for the remainder of the contract. Leases between family members may meet this undertaking provided the lessee meets the requirement outlined above.

13. Partnerships

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

- 13.1. The application is made in the same name as the Basic Payment Application for 2019 and signed by each partner.
- 13.2. Each partner delivers all the commitments related to their holdings. All partners are jointly and severally responsible for delivery of all Beef Environmental Efficiency Pilot requirements.

14. Inspections

- 14.1 The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of applicants.
- 14.2 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.
- 14.3 If an on-farm inspection cannot be carried out through the fault or action of the farmer or his/her representative, the application shall be rejected resulting in no payment.
- 14.4 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.
- 14.5 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.

15. Responsibility of Applicant

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

16. Failure to abide by the Terms and Conditions of the Pilot

- 16.1. Where, for the purposes of obtaining payment under the Pilot to which these Terms and Conditions relate, the applicant knowingly makes a false or misleading statement or withholds essential information, 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 Pilot his/her participation in any or all of the Pilot may be terminated and all or part of the aid paid shall be reimbursed.
- 16.2. The Minister reserves the right to recover such amounts in accordance with the law. The Minister also reserves the right to exclude such a person from further participation in any other Department scheme for such period as shall be determined, but in any event not exceeding a period of 6 years.

17. Review of Financial Aids

- 17.1. The Minister reserves the right to restrict the availability of the Pilot and to vary, where occasion so demands, the amount of financial aid wherever specified in the Pilot.
- 17.2. The obtaining of aid or the attempt to obtain aid under the Pilot by fraudulent means by the applicant or others acting alone or together may render such persons liable to prosecution.

18. Conditions of payment

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

Payments under BEEP shall comply with EU State aid rules applicable to enterprises engaged in agricultural production under Commission Regulation (EC) No. 1408/2013 (de minimis regulation). In accordance with that Regulation, the total amount of de minimis aid granted to a single undertaking shall not exceed €15,000 over any period of 3 fiscal years.

Participants should note that successful participation in BEEP shall not confer an automatic entitlement to a payment under the Pilot and that crosschecks will be made by DAFM to ensure that payments made to individual participants in the respect of the previous 3 fiscal years do not exceed the de minimis ceiling.

19. Tax Clearance Requirement

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

20. Data Protection

Your attention is drawn to the Data Protection Notice in -Annex 2.

21. Further Conditions

21.1. The Minister may at any time lay down further conditions under this Pilot.

21.2. The Minister reserves the right to alter from time to time the procedures to be followed in the operation of the Pilot.

22. Interpretation

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

APPENDIX

Annex 1. Process for recording weight data as part of BEEP.

There are two options available to herd-owners for the recording of weight data as part of BEEP. These are: (i) a Rental model, whereby participants rent scales from an approved field service agent to undertake the BEEP weight recording process, or (ii) an owned, borrowed or third party service model, whereby participants have access to a set of scales and they are availing of these scales to undertake the BEEP weight recording process.

An overview of the process to follow for weight recording according to each of these options is given below.

Rental Model.

- If availing of the Rental model for weight recording, then please use the central booking facility to book the scales. Details can be found on www.icbf.com.
- Participants operating the rental model for their weight recording service, should only use the rental scales for their animals. This is to minimise potential disease risk associated with the movement of equipment from farm to farm.
- When collecting scales from the field service agent, you will be required to pay a rental charge for the day and undertake to comply with the set requirements for use of the rental scales. NB Failure to comply with the requirements for use of the rental scales may lead to your data being deemed unusable and consequently your payment is at risk. Each set of scales includes; (i) a clock which registers the weights of the animals, (ii) a set of weigh beams, which weighs the animal and then registers the weight with the clock and (iii) a portable platform, which is to be placed on the floor of the crush to carry out the weight recording process. All of the material is portable. Please note that a step by step guide on how to carry-out the weight recording process on the farm, including the assembly of the relevant material, is available on the ICBF and field service agent's websites.
- In terms of recording weights of cows and calves, herd-owners are encouraged to use electronic options to record this data as this will ensure more accurate and timely recording of the data. Electronic options include apps, ICBF webpage and Farm Software.
- If you are recording the data by paper, you must use the weight recording sheet provided by ICBF. This can be printed off from the participant's ICBF user account or ordered directly

from ICBF in advance of the weight recording visit. Please complete all relevant information on the sheet. This includes; (i) the unique registration number of the rental scales, (ii) the date of the event, and (iii) weights of cows and calves, recorded as part of the event. The information must then be posted to ICBF for manual data keying.

- In terms of weight recording, herd-owners must record animals one at a time, i.e., cows and calves separately and one animal on the platform at a time. Only weigh un-weaned calves and their dams. Valid calf weights are from birth date of the calf to weaning date of the calf. Calves (and their dams) that are weaned should not be weight recorded.
- Please note that BEEP payments will only be made on weight records recorded and validated on the ICBF database. All records must be submitted within 7 days of the completion of the weight recording process. If weight records are deemed unusable as a result (inter alia) of failure to comply with the requirements for use of the scales, then payment may not issue under the Pilot.
- To help stream-line the weight recording process for participants in the pilot, ICBF will be writing to participants with a suggested 4-week window based on your calving pattern within which herd-owners are encouraged to weigh their cows and calves. We would ask pilot participants to please adhere to this suggested 4-week window, in order to maximise the efficiency of the pilot on the ground.
- All scales must be returned in a fully clean and operational state, in accordance with the rental T&Cs.

Owned, borrowed or using a third party service providers' scales.

- If you own a set of scales (either existing or new) and plan to use them (or lend them to another person) for the purpose of BEEP, then you must pre-register the scales before the weight recording event.
- To register scales, please go onto the ICBF website (www.icbf.com) and register the scales using the "Registration of scales for BEEP" input screen. We encourage you to complete this process electronically. Alternatively, you can request a "Registration of scales for BEEP" input sheet from ICBF and they will forward this to you. You must return this sheet to ICBF, who will then register the scales for the pilot.
- For the purpose of registration of scales, the following information will be requested; (i) Name and address of owner of scales, (ii) scales manufacturer, (iii) indicator model, (iv) indicator serial number, and (v) year of purchase.

- DAFM and its agents (i.e., ICBF) reserve the right to inspect scales as part of BEEP. In circumstances where scales are not deemed to meet minimum validation criterion regarding accuracy of weight recording, such scales will be deemed ineligible for use in the pilot.
- Once the registration of scales is complete, a unique “BEEP scales registration number” will be issued. This number must be used and/or referenced (depending on data recording option) when recording any weight data for animals as part of BEEP. Please note that without this number, you will not be able to submit cow and calf weight data as part of BEEP and therefore will not receive any payment from the pilot.
- Herd-owners using scales that are sourced from a third party service provider must, for inspection purposes, retain documentary evidence establishing the scales procurement. This document must at a minimum record the ICBF registration number of the scales, the name and signature of the person to whom the scales are registered, the name and signature of the person borrowing the scales, the date they was borrowed and the date they was returned. A sample template document is available in Annex 3.
- Herd-owners using scales that are sourced from a third party service provider must ensure that the scales are clean and disinfected before and after use so as to minimise any potential disease risk from the movement of equipment between farms.
- When recording weights of cows and calves, herd-owners are encouraged to use electronic options to record this data as this will ensure more accurate and timely recording of the data. Electronic options include apps, ICBF webpage and Farm Software.
- If you are recording the data by paper, you must use the weight recording sheet provided by ICBF. This can be printed off from the participant’s ICBF user account or ordered directly from ICBF in advance of the weight recording visit. Please complete all relevant information on the sheet. This includes; (i) the unique registration number of the scales, (ii) the date of the event, and (iii) weights of cows and calves, recorded as part of the event. The information must be then posted to ICBF for manual data keying.
- In terms of weight recording, herd-owners must record animals one at a time, i.e., cows and calves separately and one animal on the platform at a time. Only weigh un-weaned calves and their dams. Valid calf weights are from birth date of the calf to weaning date of the calf. Calves (and their dams) that are weaned should not be weight recorded.
- Please note that BEEP payments will only be made on weight records recorded and validated on the ICBF database. All records should be submitted within 7 days of the completion of the weight recording process. If weight records are deemed unusable as a

result (inter alia) of the scales used being unfit for purpose, then payment may not issue under the Pilot.

- To help stream-line the weight recording process for participants in the pilot, ICBF will be writing to participants with a suggested 4-week window within which herd-owners are encouraged to weigh their cows and calves. We would ask pilot participants to please adhere to this suggested 4-week window, in order to maximise the efficiency of the pilot on the ground.

Annex 2. GDPR considerations in the sharing of data between DAFM, ICBF and any third party service providers.

Data Protection Notice:

Part A:

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

- 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.
- 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.
- The current legislation for Data Protection in Ireland is the Data Protection Act 1988 as amended by the 2003 Data Protection Act, The Data Protection Act 2018 and The General Data Protection Regulations (EU 2016/679)
- 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.
- 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
- 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.
- 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 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 BEEP Scheme

1. Specified purpose:

The personal data sought from the data subject is required for the purpose of making an application under the BEEP Scheme. 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.

2. Legal basis:

The BEEP Scheme is implemented pursuant to the Ministers and Secretaries Acts 1924 and is operated by DAFM.

3. Recipients:

Information provided as part of the BEEP Scheme application will be shared, for the purposes of processing your application

with:

- The Irish Cattle Breeding Federation (ICBF)
- Capita Customer Solutions

4. Transferred outside the EU:

Information provided in support of an application under the Beef Environmental Efficiency Pilot is not currently transmitted outside of the EU.

5. Retention Period:

The data submitted in support of the application by the data subject under BEEP 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.

6. Data provision being statutory or contractual obligation:

The data provided for this purpose is being requested under the requirements of The Beef Environmental Efficiency Pilot and if the customer chooses not to provide this information their application for the BEEP Scheme cannot proceed.

7. Automated Decision Making:

Personal data provided in the submission of an application under BEEP will be processed automatically for the purpose of the efficient running of the pilot, 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.

8. Information from Third Party:

Information from third parties is not currently received in relation to applicants under the Beef Environmental Efficiency Pilot.

9. 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/>

Annex 3. Sample document for use by applicant sourcing scales from a third party.

ICBF Scales Registration Number: _____

Name of Owner: _____

Address of Owner: _____

Signature of Owner: _____

Name of BEEP participant using scales: _____

Address of BEEP participant using scales: _____

Signature of BEEP participant using scales: _____

Date scales taken: _____

Date Scales Returned: _____